



# Southwest Ranches Town Council

## SPECIAL MEETING

Agenda of November 28, 2017

Southwest Ranches Council Chambers  
6:00 PM Tuesday

13400 Griffin Road  
Southwest Ranches, FL 33330

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<u>Mayor</u> Doug McKay	<u>Town Council</u> Steve Breitkruz Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Freddy Fisikelli	Denise Schroeder	<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MMC

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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

### Resolutions

3. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND PIGGYBACKING ONTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA AND WITT O'BRIEN'S, LLC FOR DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE; WAIVING ANY AND ALL PROCURMENT CODE REQUIRMENTS THAT MAY BE IN CONFLICT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

4. **Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Steve Breitzkreuz, Vice Mayor**  
**Freddy Fisikelli, Council Member**  
**Gary Jablonski, Council Member**  
**Denise Schroeder, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andy Berns, Town Administrator  
**FROM:** Martin Sherwood, Town Financial Administrator  
**DATE:** 11/9/2017  
**SUBJECT:** Witt O'Brien Disaster Debris Monitoring & Financial Recovery Assistance Services

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### **Recommendation**

Approval requested to enter into an agreement with Witt Obrien for Financial Recovery Services.

### **Strategic Priorities**

### **Background**

The Towns existing Witt O'Brien Disaster Debris Monitoring contract does not include Financial Recovery Assistance Services. It is anticipated that these services will enable the Town to recover and receive its cost recovery expeditiously therefore minimizing the Towns interest expense upon activation of its emergency Line of Credit.

### **Fiscal Impact/Analysis**

Disaster Debris Monitoring as well as Financial Recovery Assistance Services are an emergency FEMA eligible reimbursable expenditure pursuant to the imposed maximum allowable. The Town would be responsible for only its pro-rata share as determined by FEMA with potential recovery sharing/participation by the State of Florida.

**Staff Contact:**

Martin Sherwood, Town Financial Administrator  
Sandy Luongo, General Services Manager  
Rich Strum, Controller

**ATTACHMENTS:**

Description	Upload Date	Type
Financial Recovery Services Reso - TA Approved	11/27/2017	Resolution
Financial Recovery Services Agreement	11/27/2017	Agreement
Town of Davie RFP & Witt Obrien Response	11/27/2017	Backup Material

**RESOLUTION NO. 2018 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND PIGGYBACKING ONTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA AND WITT O'BRIEN'S, LLC FOR DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE; WAIVING ANY AND ALL PROCURMENT CODE REQUIRMENTS THAT MAY BE IN CONFLICT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Davie, Florida competitively solicited proposals pursuant to RFP B-17-5 for Disaster Debris Monitoring Services and Financial Recovery Assistance; and

**WHEREAS**, the Town of Davie thereafter selected Witt O'Brien's, LLC ("Witt O'Brien's") in accordance with the requirements of RFP B-17-5 and Florida law; and

**WHEREAS**, the Davie Town Council, pursuant to Resolution R-2017-249, authorized its Town Administrator or his designee to negotiate an agreement for these services; and

**WHEREAS**, after review, the Davie Town Council accepted the negotiated contract with Witt O' Brien's, LLC ("Davie Agreement"); and

**WHEREAS**, the Town of Southwest Ranches ("Town") wishes to piggyback and to utilize this competitive procurement and the resulting Davie Agreement as an additional emergency/disaster services contractual option for the performance of certain of the items set forth in the Davie Agreement in connection with Hurricane Irma clean-up and related services; and

**WHEREAS**, a copy of the Agreement between the Town and O'Brien's, which adopts the Davie Agreement, and includes additional terms, is attached hereto as Exhibit "1" (hereinafter "Agreement"); and

**WHEREAS**, Witt O'Brien's will not perform any work under the Agreement without a prior written notice to proceed issued by the Town; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into the Agreement under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves piggybacking onto an Agreement between the Town of Davie and Witt O'Brien's, LLC, for disaster debris monitoring services and financial recovery assistance, as attached hereto as Exhibit "1".

**Section 3.** As a direct result of the State of Emergency issued by Governor Rick Scott, pursuant to Executive Order 17-235, the Federal State of Emergency declared by President Trump, and the State of Emergency issued by the Town of Southwest Ranches, the Town Council hereby waives any and all Procurement Code requirements that may be in conflict, in the event that a conflict is found.

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "1," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

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**Exhibit "1"**

**AGREEMENT BETWEEN THE  
TOWN OF SOUTHWEST RANCHES**

**AND**

**WITT O'BRIEN'S LLC**

**FOR**

**Disaster Debris Monitoring Services  
And Financial Recovery Assistance**

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**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**WITT O'BRIEN'S LLC**  
**FOR**

**Disaster Debris Monitoring Services and Financial Recovery Assistance**

AGREEMENT FOR  
**DISASTER DEBRIS MONITORING SERVICES AND**  
**FINANCIAL RECOVERY ASSISTANCE**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Witt O’Brien’s LLC, a foreign limited liability company (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to obtain certain disaster debris monitoring services and financial recovery assistance relating to Hurricane Irma; and

**WHEREAS**, the Town of Davie, Florida competitively solicited proposals pursuant to RFP B-17-5 for Disaster Debris Monitoring Services and Financial Recovery Assistance; and

**WHEREAS**, the Town of Davie thereafter selected Witt O’Brien’s LLC in accordance with the requirements of RFP B-17-5 and Florida law;

**WHEREAS**, the Town Council of Davie authorized the Town Administrator of Davie or his designee to negotiate an agreement for these services through Town of Davie resolution R-2017-249; and

**WHEREAS**, after review, the Town Council of Davie accepted the negotiated contract with Witt O’ Brien's, LLC (“Davie Agreement”), a copy of which is attached hereto as Exhibit “1” and incorporated herein by reference; and

**WHEREAS**, the Town wishes to piggyback and utilize this competitive procurement and the resulting Davie Agreement as an additional emergency/disaster services contractual option for the performance of certain of the items set forth in the Davie Agreement in connection with Hurricane Irma clean-up and related services; and

**WHEREAS**, the Town has adopted Resolution No. 2018- \_\_\_\_ at a public meeting of the Town Council approving this Agreement as a piggyback to the Davie Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

**Section 1: Scope of Services**

1.1 Upon execution of this Agreement, the Contractor agrees to perform the work set forth in Exhibit “1” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as Exhibit “1” (and including the documents referenced in section 1.1 of the General Terms and Conditions of Exhibit “1”) shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, this Agreement shall control, and further, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less

stringent criteria. Contractor shall not proceed with any Work under this Agreement without a written Notice to Proceed setting forth the specific items of Work in Exhibit "1" that the Town desires Contractor to perform. The parties acknowledge that some of the services set forth in Exhibit "1" hereto may in be duplicative of some of the services set forth in that certain agreement for Emergency Debris Management and Monitoring Services between the Town and O'Brien's Response Management, Inc. ("O'Brien's") dated September 20, 2011, as amended ("September 20, 2011 Agreement"). It is the intention of the parties that Exhibit "1" does not alter or replace the September 20, 2011 Agreement, and that O'Brien's will continue performing services for the Town in accordance therewith.

### **Section 2: Term of this Agreement and Agreement Time**

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for the period set forth in Exhibit "1" or for such other time period as the parties may agree in writing.
- 2.2 Town shall have the ability to terminate this Agreement upon the terms set forth in Exhibit "1," and/or as set forth in Section 8 below.

### **Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement at the rates set forth in Exhibit "1" for the total not to exceed cost of \$\_\_\_\_\_ Dollars.
- 3.2 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town will make a final inspection and notify Contractor in writing with a list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective, or (b) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

#### **Section 4: Indemnification**

In addition to any other indemnification obligations Contractor may have to Town under the Contract Documents:

Contractor shall ensure that all Services provided to Town under this Agreement shall comply with any and all applicable FEMA compliance requirements as indicated in the Stafford Act and any and all applicable regulations, guidance documents and any additional interpretations. In the event that FEMA or any governmental agency involved with the provision of Public Assistance to the Town as referenced in the Stafford Act and all related regulations, determines

that Services provided by Contractor under this, or any Agreement with Town, and for which the Town provided payment to Contractor under this Agreement, did not comply with FEMA or any other governmental requirements, Contractor shall be directly liable for remuneration to Town for any and all amounts deobligated by FEMA, Florida Department of Emergency Management or any other governmental body assigned with auditing and enforcing provisions of the Stafford Act.

#### **Section 5: Prevailing Party Attorneys' Fees**

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

#### **Section 6: Funding**

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### **Section 7: Public Records**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: [RMUNIZ@SOUTHWESTRANCHES.ORG](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

## **Section 8: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained due to the termination up to the date

of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards applicable to the Work, failure to carry out the Work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of local, state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section 8.
  
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement or other funding source applicable become unavailable, Town may provide Contractor with seven (7) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section 8.
  
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's failure to maintain any Insurance required by the Contract Documents; or
4. Contractor's violation of Section 9 of this Agreement.

**Section 9: Public Entity Crimes Information Statement**

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

**Section 10: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

**Section 11: WAIVER OF RIGHT TO JURY TRIAL**

**BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

**Section 12: No Amendment or Waiver**

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

**Section 13: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.  
Saul Ewing Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301

If to Contractor:

Witt O'Brien's LLC  
1201 15th Street NW, Suite 600  
Washington, DC 20005

**Section 14: Miscellaneous**

- A. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- B. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be

subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- C. **Conflicts**. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- D. **Contingency Fee**. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. **Materiality and Waiver of Breach**. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver by Town of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- F. **Joint Preparation**. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to

herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- G. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- K. Defined Terms.** Any defined terms shall have the meanings set forth herein and to the extent not inconsistent therewith, as defined in section 1.1 of the General Terms and Conditions of Exhibit “1,” provided however, that any references to “Town” or “Town of Davie” in Exhibit “1” shall be deemed to refer to the Town of Southwest Ranches.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_ day of \_\_\_\_\_ 2017

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_

Doug McKay Mayor

\_\_\_ day of \_\_\_\_\_ 2017

By: \_\_\_\_\_

Andrew D. Berns, Town Administrator

\_\_\_ day of \_\_\_\_\_ 2017

**ATTEST:**

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Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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Keith M. Poliakoff, Town Attorney

**EXHIBIT “1”**

**AGREEMENT NO. B-17-58 BETWEEN THE**

**TOWN OF DAVIE**

**AND**

**WITT O’BRIEN’S LLC**

**FOR**

**Disaster Debris Monitoring Services and Financial Recovery Assistance**

RESOLUTION NO. R-2017-289

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED CONTRACT WITH WITT O'BRIEN'S, LLC FOR DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE FROM RFP B-17-58 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie selected Witt O'Brien's, LLC in accordance with RFP B-17-58 for Disaster Debris Monitoring Services and Financial Recovery Assistance; and

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services through resolution R-2017-249; and

WHEREAS, after review, the Town Council wishes to accept the negotiated contract with Witt O'Brien's, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the agreement with Witt O'Brien's, LLC for Disaster Debris Monitoring Services and Financial Recovery Assistance.

SECTION 2. The Town Council hereby authorizes the expenditures of funds over \$25,000 in accordance with the awarded fixed prices on an as-needed basis.

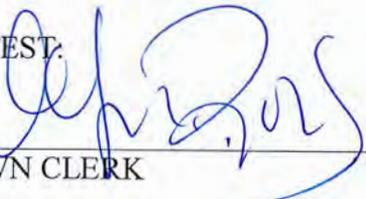
SECTION 3. The initial term of the contract is for five years. The Town will have the option to renew this contract for an additional five year period upon the same terms and conditions. Any contract renewals will be handled administratively.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF SEPTEMBER 2017.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 6<sup>th</sup> DAY OF SEPTEMBER, 2017.

**AGREEMENT No. B-17-58  
BETWEEN THE TOWN OF DAVIE  
AND  
WITT O'BRIEN'S, LLC**

**THIS AGREEMENT** is made by and between Witt O'Brien's, LLC a partnership organized and existing under the laws of the District of Columbia, with offices at 1201 15<sup>th</sup> Street, NW, Suite 600 (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-17-58 Disaster Debris Monitoring Services & Financial Recovery Assistance**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms, Pricing and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated **June 9, 2017**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, Pricing, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, Pricing and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Required Forms, Pricing, and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The Town agrees to make payment in accordance with the terms of the Request for Proposals and Pricing attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto

and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. The initial Agreement term will be for a period of five (5) years commencing on the date of final execution herein. The Agreement may be extended for an additional five (5) year period upon mutual agreement of the parties.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 6<sup>th</sup> day of September, 2017.

Witt O'Brien's, LLC

By: [Signature]  
(Signature)

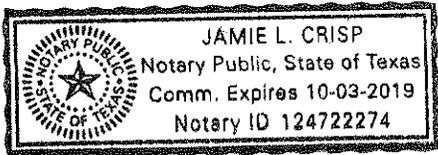
Name: Greg Fenton  
(Print)

Title: COO

Date: 9/6/17

Attest: [Signature]  
Corporate Seal/Notary Public

Corporate Seal/Notary Seal



TOWN OF DAVIE

By: [Signature]  
Mayor Judith Paul

Date: 9/6/17

Attest: [Signature]  
Evelyn Roig, Town Clerk

Approved as to form and legal sufficiency

[Signature]  
John Rayson, Town Attorney

Agreement No. B-17-58

RFP B-17-58 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE

Exhibit "B"

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

Proposer shall complete all sections of the following price sheet. The hourly rate must include all costs associated with the performance of the contract as a result of this RFP. The pricing below must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials, items and miscellaneous expenses.

**Part A: POSITIONS OR EQUIVALENT – HOURLY RATES**

1. Project Manager	\$65.00 per hour
2. Operations Manager	\$53.50 per hour
3. FEMA Reimbursement Manager	\$98.00 per hour
4. Field Supervisor	\$48.00 per hour
5. Field Monitor	\$34.00 per hour
6. TDMS and Drop-Off Site Monitors	\$34.00 per hour
7. TDMS/Drop-Off Site Security	\$34.00 per hour
8. Data Manager	\$53.50 per hour
9. Data Support Personnel	\$18.00 per hour
10. GIS Specialist	\$50.00 per hour
11. Operations Specialist	\$30.00 per hour
12. Engineer/Scientist/Professional	\$85.00 per hour
13. Environmental Consultant	\$65.00 per hour
14. Environmental Field Technician	\$50.00 per hour
15. Administrative Support	\$27.00 per hour
16. Data Entry Clerk (Paper tickets as back up if needed)	\$27.00 per hour

*Prices continued on following page*

**Part B: AERIAL PHOTOGRAPHS – PRICE PER ITEM**

Item / Description – or equivalent	Price
1. Aerial Photo Package (Five (5) Photos per flight, different locations)	\$230.00
2. Photograph Copy Per Photo (Duplicate of Original Approved Photo)	\$17.25
3. Additional Photographs Per Photo (same flight, same location, different view)	\$17.25
4. Additional Location (One (1) photo, same flight, different location)	\$86.25

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the Town of Davie. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: \_\_\_\_\_

Executed by: \_\_\_\_\_

(Type or print name)

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

For (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Agreement B-17-58 negotiated language and attached replacement pages as follows:

The Contractor shall indemnify and hold harmless the Town, its officers, employees, agents, and instrumentalities from and against liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, or relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors but only to the extent of its negligence, gross negligence, recklessness, or intentionally wrongful conduct to the statutory limits or to the limits of the required insurances. ~~Neither party~~ Contractor shall not be liable for, and ~~each party~~ the Town expressly waives and releases ~~the other party~~ Contractor from, and against, any and all consequential, indirect, punitive, or special damages.

#### 2.1 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor, to the extent such damage or removal is caused by the negligence of Contractor, and it shall be repaired or replaced in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop

Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

~~**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.~~

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

ees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all scheduled owned, ~~non-owned~~, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not

relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

#### 1.49 TOWN WEBSITE

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: [www.davie-fl.gov](http://www.davie-fl.gov)

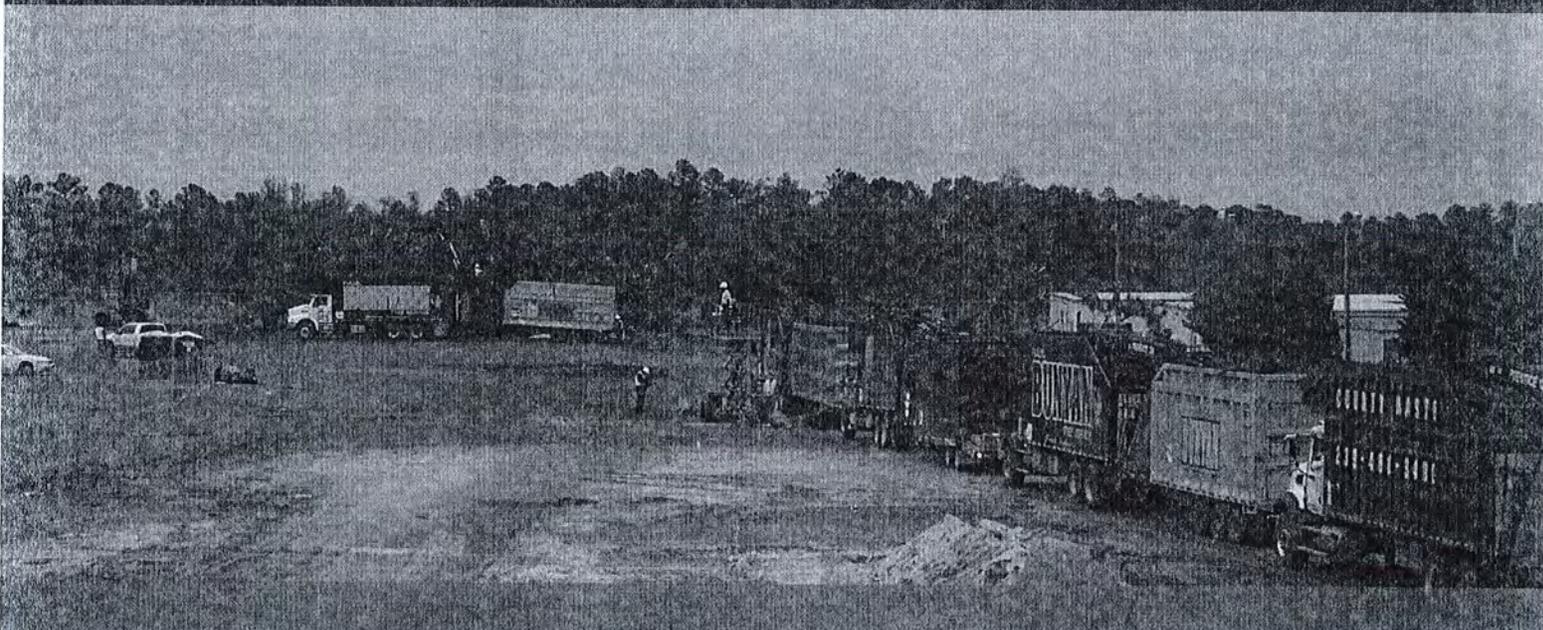
#### 1.50 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion

# Town of Davie, Florida

6591 Orange  
Davie, FL 33314

## ELECTRONIC COPY



**RFP #B-17-58 Disaster Debris Monitoring Services &  
Financial Recovery Assistance**

**WITT | O'BRIEN'S**  
CONTROL THE OUTCOME

Submission Due | June 9, 2017 2:00 pm

Witt O'Brien's, LLC  
Company Submitting Response

## REQUEST FOR PROPOSALS



RFP NO:	B-17-58
TITLE:	DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE
AVAILABLE:	May 12, 2017
PRE-PROPOSAL CONFERENCE:	N/A
DUE DATE:	2:00 PM EST on June 9, 2017
SUBMIT TO:	TOWN OF DAVIE - Procurement Division Attn: Brian K. O'Connor, C.P.M. 6591 Orange Drive Davie, FL 33314
REVIEW MEETING:	June 2017
COUNCIL APPROVAL:	July 2017



# Title Page

**RFP Subject:** Town of Davie RFP No. B-17-58 "Disaster Debris Monitoring Services & Financial Recovery Assistance"

**Date:** June 9, 2017

**Name of Firm:** Witt O'Brien's, LLC

**Contact Person:** Greg Fenton, Chief Operating Officer

**Telephone Number:** (404) 942-7750

**Email Address:** [gffenton@wittobriens.com](mailto:gffenton@wittobriens.com), [vendors@wittobriens.com](mailto:vendors@wittobriens.com)

**Mailing Address:** 2200 Eller Drive, Fort Lauderdale, FL 33316



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## Tab 2: Letter of Interest

June 9, 2017

Brian K. O'Connor, C.P.M.  
Town of Davie – Procurement Division  
6591 Orange Drive  
Davie, FL 33314

**RE: RFP No. B-17-58 | Disaster Debris Monitoring Services & Financial Recovery Assistance**

Dear Mr. O'Connor:

Witt O'Brien's appreciates the opportunity to submit this proposal to the Town of Davie (Town) for Disaster Debris Monitoring Services and Financial Recovery Assistance. Our response to the Town's Request for Proposal (RFP) demonstrates our understanding of the services required as well as our extensive experience and depth in providing the services that the Town desires.

Witt O'Brien's is a global leader in risk management with unrivaled experience and knowledge of public safety, disaster mitigation, continuity of operations, and emergency response, recovery and management issues. We have been providing Disaster Debris Monitoring Services since 2005 and Financial Recovery Assistance since 2001. Our company has 430 full-time, part-time, and on-call employees who help ensure that public, private, and non-governmental organizations are fully prepared to meet the challenges of crises and disasters of any type and magnitude.

We are excellently positioned to bring together policy architects and technical experts in public safety, emergency management, and business continuity with leaders from all levels of government and private sector partners to forge solutions to emergency preparedness, response and recovery challenges. This comprehensive understanding of federal and state regulations, response and recovery operations, federal assistance programs and emergency planning ensures that all interests are protected, funding opportunities are maximized, and clients are able to return to normal as soon as possible in the aftermath of a disaster.

The **leadership and staff** of Witt O'Brien's have led response and recovery efforts of many notable historic disasters and incidents during the past 30 years, which makes us fully understand the magnitude of damage caused by such events. Witt O'Brien's has a reputation of bringing expertly qualified disaster recovery, grants management, and subject matter experts to our clients' projects. We retain, as permanent full-time employees, a staff of specialists and experts in their respective areas who are ready to mobilize on behalf of our clients on short notice.

The **past performance** of Witt O'Brien's on projects similar to the scope of this RFP is comprehensive. We have participated in debris monitoring efforts in 12 states and in over 20 declared disaster events for the successful removal of over 33 million cubic yards of debris. We have helped manage and implement nearly \$25 billion in public assistance funding, representing over 80,000 project worksheets as well as over \$3.5 billion in hazard mitigation grant program funding for several thousand mitigation projects.

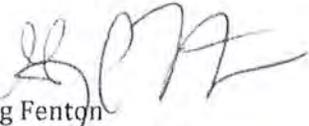
The **workload** of Witt O'Brien's varies depending on the cyclical nature of disaster occurrences. We are prepared to ramp up staff and pare down staff as necessary to fulfill all of our contractual obligations for disaster debris monitoring and financial recovery assistance with the cadre of qualified individuals that we possess and update on a regular basis. Witt O'Brien's most recently responded to Hurricane Matthew where we were activated by 10 monitoring clients which are complete and 8 grants management clients which are in varying stages of completion. Our top-level management personnel are full time employees of Witt O'Brien's and are available as required by clients.

Witt O'Brien's has served the Town of Davie in multiple capacities over the past nine (9) years including annual debris operations coordination, preparation of a disaster debris management plan, contract compliance review, training initiatives, emergency plan and policy review, hauling contractor procurement as well as Hurricane Matthew recovery. Our work with the Town has resulted in a solid partnership as well as familiarity with the staff and departments that are responsible for emergency response and financial recovery. We are prepared to seamlessly continue to build upon our past successes and feel that Witt O'Brien's is the option that will be the most effective and beneficial for the Town.

Our principal point of contact regarding this proposal is Mr. Chuck Brannon, Director of Disaster Operations. He can be reached at (850) 376-2375 or [cbrannon@wittobriens.com](mailto:cbrannon@wittobriens.com). Our principal point of contact regarding contractual matters is Ms. Cheryl Detillieu, Director of Contracts and Compliance. They She can be reached at (281) 606-4721 or [cdetillieu@wittobriens.com](mailto:cdetillieu@wittobriens.com).

We acknowledge receipt of Addendum #1 dated May 24, 2017. We welcome this opportunity to demonstrate our thoroughness providing debris monitoring services and financial recovery assistance to the Town of Davie, and look forward to a favorable review of our proposal.

Sincerely yours,



Greg Fenton  
Chief Operating Officer

## Tab 3: Disaster Experience and Ability

### About Witt O'Brien's

**Witt O'Brien's builds resilience.** As a global leader in crisis and emergency management, our innovative solutions help governments, communities, and businesses to Control the Outcome® of emergencies and crises. We make a difference by partnering with our clients to save lives, protect assets, and recover from disasters.

Witt O'Brien's was established in 2012 through the combination of the nation's top preparedness, crisis management, and disaster response and recovery organizations: Witt Associates, founded in 2001 by former Federal Emergency Management Agency (FEMA) Director James Lee Witt, and O'Brien's Response Management, founded in 1983 by Jim O'Brien, a premier leader in oil spill response management and debris management.

Witt O'Brien's brings unrivaled experience and knowledge in technical assistance and FEMA funding in connection with the application and interpretation of Federal law, regulations, and policies applicable to Federal grant programs including the Public Assistance (PA) and Hazard Mitigation Assistance (HMA) programs. Our firm brings together qualified program specialists who offer a combination of skilled project management, disaster response, and recovery technical expertise.

### Overall Disaster Debris Management Experience

Witt O'Brien's has responded to more than 20 different major disasters in the United States over the past 13 years. We assisted our clients with disaster recovery challenges and have a proven track record of successfully completing many large and complex debris removal and disposal monitoring projects. Since 2004, we have worked with city, county, and state governments and private organizations in 12 states on debris monitoring, removal, and management and pre-event planning projects.

Our success extends to supporting multiple clients at once—we have supported as many as 20 concurrent client deployments. **We recently supported simultaneous recovery efforts as result of the August 2016 floods in Louisiana, Hurricane Hermine in Florida, and Hurricane Matthew in Florida, Georgia, North and South Carolina. On these projects combined, we have activated more than 500 personnel.**

We consistently receive accolades from our clients attesting to the professional manner in which Witt O'Brien's implements improved practices; decreases unnecessary work; and facilitates accurate, safe, and FEMA-compliant completion of their debris management projects.

We are proud of our results-based accomplishments and demonstrated successes – we possess a noteworthy portfolio of clients and an unrivaled record of service supporting our clients in developing, implementing, and managing effective disaster recovery programs.

### Successful Debris Recovery Project Examples

Our relevant past and current performance includes the projects listed below. The projects detailed in this section are representative examples and by no means all inclusive.

Hurricane Matthew (DR-4283, 4284, 4285 and 4286) and Hurricane Hermine (DR-4280)

**Various Clients in Southeastern USA; September 2016 – Present**

Witt O'Brien's was recently active and fully engaged in debris monitoring and management of multiple client operations in Florida, Georgia, South Carolina and North Carolina because of Hurricane Hermine and Hurricane Matthew. We have mobilized over 950 personnel to monitor the removal of over 1,400,000 cubic yards of vegetative debris, 155,000 hanging limbs and 2,900 leaning trees from impacted communities. Our current operations for the Hermine and Matthew projects are in various stages of completion, clients and status noted below:

- City of Edgewater, FL (Complete)
- City of Fernandina Beach, FL (Complete)
- City of Ponce Inlet, FL (Complete)
- City of Stuart, FL (Complete)
- City of Tallahassee, FL (Complete)
- Citrus County, FL (Complete)
- Leon County, FL (Complete)
- Nassau County, FL (Complete)
- Glynn County, GA (Complete)
- City of Brunswick, GA (Complete)
- City of Savannah, GA (On-Going)
- City of Thunderbolt, GA (Complete)
- Fripp Island, SC (Complete)
- New Hanover County, NC (Complete)
- Wayne County, NC (Complete)

The totals to date for vegetative debris removal for our on-going projects in the City of Savannah and Glynn County, Georgia are 450,000 cubic yards, and 424,016 cubic yards respectively, and are still in process.

**Debris Monitoring – Severe Storms and Flooding (DR-4277)**

**Livingston Parish, Louisiana; August 2016 – Present**

Witt O'Brien's was retained by Livingston Parish, Louisiana to assist with the monitoring of debris removal after the historic level flooding event in August 2016. We helped the Parish manage the monumental task of the removal of over 850,000 cubic yards of construction and demolition debris, 20,000 white goods, and over 338,000 pounds of putrescible waste, 26,000 pounds of e-waste and 34,420 pounds of hazardous waste resulting from water damaged homes and businesses. We are currently monitoring the removal efforts in the Parish, continuing to help with the long-term recovery of the communities within the Parish.

**Debris Monitoring – Severe Winter Storm (DR-4165)**

**Columbia County, GA, and New Hanover County, NC; February 2014 – July 2014**

Witt O'Brien's was contracted by Columbia County, Georgia and New Hanover County, North Carolina in the aftermath of a severe winter storm of snow and ice that struck Georgia, North Carolina, and South Carolina. We helped the counties recover from the disaster by managing debris operations and developing FEMA Project Worksheets for Category A debris removal. In Columbia County and New Hanover County, we monitored approximately 650,000 CY and 126,000 CY of debris removal, respectively.

In a client questionnaire, Columbia County and New Hanover County rated us 10 out of 10 in ability to manage project costs; ability to maintain project schedule; quality of work; quality of consultative advice provided on the project; professionalism and ability to manage personnel; project administration; ability to verbally communicate and document information clearly and succinctly; ability to manage risks and unexpected project circumstances; ability to follow contract documents, policies, procedures, rules, and regulations; and overall comfort level with hiring us.

Debris Monitoring and FEMA Public Assistance – Hurricane Sandy (DR-4086)

**Multiple Clients in New Jersey; October 2012 – October 2013**

Witt O'Brien's provided debris monitoring and FEMA Public Assistance program consulting services to several local governments in New Jersey affected by Hurricane Sandy.

**Debris Monitoring** - Our project manager was operational in the State Emergency Operations Center immediately after the storm passed, to assist with the Office of Emergency Management's response and recovery coordination efforts and to assist local governments in identifying immediate needs and performing Preliminary Damage Assessments.

On each of these projects, we provided project management and field personnel to monitor and document the removal of hazardous waste and materials, private property debris, white goods, including verification of Freon recovery, stumps, hanging limbs, trees, construction and demolition materials, and loose vegetative debris. Several of these projects also entailed electronic waste, recycling of materials, roll off container monitoring, sand removal and the clearing of drainage systems and basins.

Our services also included collecting and managing the large amount of data generated, providing each client with daily status reports on their debris removal projects and preparing daily and weekly reports for the New Jersey Department of Environmental Protection, which oversees all debris removal operations affected areas of the State. The table below provides a summary of each project for our various New Jersey local government clients:

Client	CYs	Tickets	DMS	Peak Staff	Monitoring Costs
Borough of Deal	300	35	1	6	\$21,204
Borough of Keansburg	25,617	532	2	5	\$111,787
Borough of Lavallette	198,148	7,232	1	25	\$543,928
Neptune Township	82,920	2,278	1	8	\$208,999
Borough of Sea Bright	47,571	1,405	1	5	\$129,182
Borough of Union Beach	74,074	2,065	2	13	\$280,996
Town of Holmdel	85,765	1,542	2	11	\$119,871
Ventnor City	11,274	482	1	12	\$126,649
<b>Totals</b>	<b>525,669</b>	<b>15,571</b>	<b>11</b>	<b>85</b>	<b>\$1,542,615</b>

**FEMA Public Assistance** - Witt O'Brien's staff assisted the State of New Jersey and several local towns and boroughs directly with coordination, team development, and communication to maximize grant awards and to reduce the likelihood of problems. We implemented the program delivery by utilizing Public Assistance Specialist/Project Officers.

We enhanced the overall recovery effort and assisted in maximizing funding from insurance and federal disaster programs by:

- Participating in applicant briefings and kickoff meetings;
- Providing information to the applicant to help determine possible program and damage eligibility;
- Inspecting damage sites and ensuring a properly documented damage inspection process that facilitated less burdensome applicant claims and quicker reimbursement;
- Providing eligibility guidance using our staff's comprehensive knowledge of federal Public Assistance and 406 mitigation program eligibility requirements; and

- Working with FEMA and applicant including, facilitating on-site visits when appropriate.

We also assisted in the project worksheet preparation, request for reimbursement review, scope of work validation, interim inspection completion, request for Improved and Alternate project submissions, overrun validation and final inspection completion. We provided insurance guidance and worked closely with the Applicant and their staff members to promote a professional forum for all parties and ensure the claims process moved forward. Additionally, we promptly reviewed documents to facilitate the reimbursement process and advocated for maximum benefits for the applicant with FEMA.

#### Debris Monitoring – Hurricane Isaac (DR-4080)

##### Various Clients in Louisiana; September 2012 – February 2013

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

We completed professional disaster debris monitoring and FEMA Public Assistance consulting projects for these local governments:

Client	CYs	Tickets	DMS	Monitoring Costs
St. Bernard Parish	48,038	2,269	2	\$470,000
Livingston Parish	15,155	402	3	\$139,710
Lafourche Parish	111,818	2,291	2	\$436,705
City of Slidell	22,449	1,609	2	\$171,940
City of Mandeville	11,000	289	1	\$77,104
City of Central	26,508	599	1	\$69,504
City of Thibodaux	22,026	396	1	\$124,153
<b>Totals</b>	<b>256,994</b>	<b>7,855</b>	<b>12</b>	<b>\$1,489,716</b>

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

In St. Bernard Parish, our crews also monitored and managed private property debris removal programs involving Right of Entry and Hold Harmless agreements with residents, and some home demolitions, as well as the removal of debris from the Parish's waterways.

#### Experience Mobilizing Large Workforces

Witt O'Brien's is proud to demonstrate how we will seamlessly meet your goals and objectives while possessing the ability to manage multiple large-scale projects in unison if the situation arises. We have a long history of successfully supporting multiple client activations at the same time.

Most recently, in August of 2016, we mobilized a team to respond to the devastating flood events that impacted Louisiana. While still in Louisiana, we were called on to mobilize and support three (3) clients with their debris operations and recovery from Hurricane Hermine which impacted Florida in early September 2016. Before these efforts were complete, Hurricane Matthew formed and impacted the entire southeast coast from Florida up through North Carolina. We were activated and mobilized to support eleven (11) additional clients with debris monitoring and support. Through these 2016 efforts, we have managed and monitored more than **2,200,000 cubic yards** of debris and we have hired, trained, and utilized **over 500 monitoring personnel**.

Between September 2012 and February 2013, the company managed seven (7) debris monitoring projects, removing over 240,000 cubic yards of debris in response to Hurricane Isaac in Louisiana while at the same time managed over 525,000 cubic yards of debris at eight (8) of the New Jersey Hurricane Sandy sites from October 2012 through October 2013. In October 2011 through April 2012, we supported twenty (20) simultaneous client deployments in response to massive winter storms in Massachusetts managing 1.7 million cubic yards of debris.

Our company is effective at managing multiple efforts simultaneously because our project managers and executive leadership are constantly meeting, coordinating, and planning. At the first sign of potential obstacles, project managers engage directly with senior leaders to identify additional resources, strategies and solutions.

## Emergency Coordination and Local Government Representation

A key component of Witt O'Brien's approach to supporting our clients with disaster management and recovery is to advocate for our clients' interests. Our team will coordinate with Federal, State, and Local emergency agencies and we will be at all meetings to represent the Town. Throughout the lifecycle of the disaster recovery period, we will be prepared to directly engage with FEMA, FHWA, NRCS, and any other Federal, State, or Local emergency agencies in order to:

- Minimize confusion and miscommunication
- Provide required and requested documentation
- Explain Town's intent and project status
- Solve problems that may arise
- Maximize reimbursement

Our experts will work with the Town to establish a regular meeting schedule with our Federal, State, and Local counterparts so that we can discuss issues, share ideas, and identify priorities for the immediate future. For each meeting, we will help prepare your designated officials with any and all necessary background information and materials, discuss strategy, and provide support.

## Overall Financial Recovery and Grants Management Services

Witt O'Brien's offers a complete range of planning, mitigation, and prevention services to better prepare an organization before a crisis occurs as well as response and recovery services to ensure an organization can respond appropriately afterward. These services range from on-call consulting to full-scale program development and implementation conducted by personnel with demonstrated expertise in EOC operations, damage assessment, Hazard Mitigation Grant Programs, Individual Assistance Program, Public Assistance Program among other areas of expertise.

No firm that provides disaster recovery consulting services at the state and local level is more experienced than Witt O'Brien's when it comes to advising clients on disaster recovery needs and providing a full range of recovery services under the Stafford Act. The most daunting and challenging issues faced by states and local governments during disaster recovery following a significant event are exactly the issues and problems Witt O'Brien's has tackled and has been successful in resolving over the past 15 years.

Witt O'Brien's experts help manage and implement critical recovery programs for disaster-impacted communities. Since 2001, we have assisted in the management and implementation of **more than \$40 billion in PA Program funding**, representing **more than 80,000 Project Worksheets (PWs)**. We have helped manage and implement **more than \$3.1 billion in HMA funds** for more than a thousand mitigation projects. Witt O'Brien's experts have helped clients justify, secure, and utilize **more than \$12 billion in disaster supplemental funding** – funding beyond PA and HMA – including monies from the Community Development Block Grant Program (CDBG).

Witt O'Brien's provides a suite of Recovery services, including:

- Long-Term Recovery Planning
- FEMA Public Assistance Program Support and Technical Assistance
- Financial and Grant Management
- FEMA Hazard Mitigation Program Support and Technical Assistance
- Staff Augmentation
- Insurance Recovery & Adjusting
- FEMA Close-out and Audit Support
- FEMA 1<sup>st</sup> and 2<sup>nd</sup> Appeal Assistance
- Federal Disaster Recovery Grants
- Disaster Housing Assistance

Witt O'Brien's provides a suite of Preparedness, Planning and Training services including:

- Assessment and Gap Analysis
- Emergency Management Accreditation Program Support Services (EMAP)
- Emergency Management Capability Assessments
- Physical and Cyber Security Assessments
- Emergency Response Planning; All-Hazard and Hazard-Specific
- Continuity of Operations/Government Planning
- In-Person and Computer-Based Training
- Emergency Operations Center Planning, Training, Exercising
- Public Health Preparedness
- HSEEP-Based Exercises

## Successful Financial Recovery and Grants Management Project Examples

Through our disaster recovery and grant management activities, we have produced measurable results and demonstrated tangible benefits by helping Recipients and Subrecipients receive maximum funding for the repair and replacement of eligible facilities. For example:

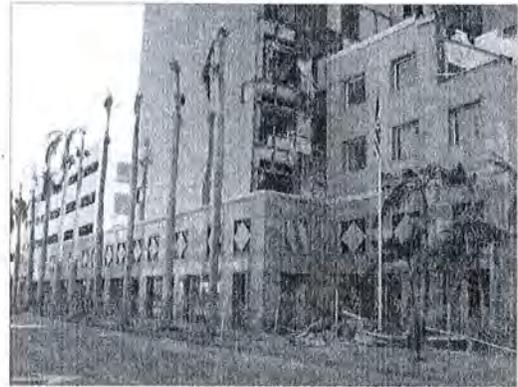
### School Board of Broward County, Florida – Hurricanes Frances, Jeanne, Katrina, Wilma

Witt O'Brien's has been contracted by the SBBC since 2008. We prepared a comprehensive, district-wide Disaster Debris Management Plan, provided technical assistance, program implementation and strategic

advice for its FEMA Public Assistance grants. We assisted SBBC in preparing initial projects and versions, as well as gathering, reviewing, and compiling the relevant documentation for final inspection and closeout and financial reconciliation and reimbursement for all Project Worksheets generated for the 2004 through 2008 disasters.

The declared disasters include Hurricanes Frances, Jeanne, Katrina and Wilma, and Tropical Storms Rita and Fay. The funds for these projects amount to the management of over \$50 million in Public Assistance grants representing approximately 540 projects made up of FEMA Category A, B, E and G projects. Witt O'Brien's responsibilities included:

- Coordinating with FEMA, state, and SBBC staff on interim site inspections, improved project requests, time extension requests, and preparation of project versions where required;
- Working with all departments and other agencies to obtain all costs and necessary backup documentation to develop, revise, and/or submit project worksheets and closeouts to FEMA and the State of Florida Division of Emergency Management (DEM) personnel;
- Working with FEMA and the State of Florida DEM personnel to provide additional information needed to process project worksheets, requests for reimbursement, or resolve any issues and/or questions related to project worksheets;
- Representing the SBBC at meetings with FEMA, state, and/or at internal department meetings;
- Writing, compiling, and submitting appeals;
- Providing comprehensive executive briefing regularly;
- Providing all-inclusive grants management assistance;
- Preparing a FEMA-approved districtwide comprehensive disaster debris management plan;
- Completing the final inspection and closeout of 177 large FEMA Project Worksheets;
- Reconciling documentation, conducting validation, preparing the summary of documentation and the Joint Closeout Toolkit documents for review and approval, and tracking the closeout versions through obligation;
- Reconciling the SBBC insurance claims for Hurricane Wilma resulting in the submittal of new claims processed and paid by the carriers seven years after the disaster occurrence; and
- Supporting the SBBC in an official Department of Homeland Security Office of Inspector General (DHS OIG) audit of 2005 disaster funding in the amount of almost \$15 million in grant funds.



*Witt O'Brien's Project - Hurricane Wilma damage to the SBBC KCW Building*

Our efforts resulted in SBBC's recovery of more than \$3.2 million in additional funds recovered from the insurance carriers and the recovery of more than \$9.4 million in funds from FEMA grants to date, with an approximately \$8 million pending final obligation and reimbursement as well as appeal determinations.

We assisted SBBC with the preparation of a comprehensive, all-hazards emergency operations plan, which we completed and exercised in 2016. Additionally, we continue to assist SBBC with emergency

preparedness efforts involving training initiatives, system process improvements, and in garnering departmental and executive leadership participation in future disaster events.

## City of Pompano Beach, Florida – Grant Consulting Services and Hurricane Matthew

Witt O'Brien's was retained by the City of Pompano Beach in 2011 to assist with the final inspection and closeout of the City's Hurricane Katrina and Wilma FEMA Project Worksheets. Based on experience from the 2005 hurricanes, we then were tasked with assisting the City with their pre-disaster preparedness efforts to create an electronic Disaster Claims Management System. This system was created to store City policies, disaster recovery regulations, templates, guides, etc. on the City computer server and to set up pre-populated projects and folders for use by Department in the case of a future event. We created a user manual and training for City staff in order to implement and discuss these efforts with staff that could have responsibilities in future disaster recovery.

Witt O'Brien's was subsequently engaged by the City to provide appeals support for insurance deobligations that the City sustained over 10 years after the occurrence Hurricane Wilma due in part to negative OIG findings against Applicants in the State of Florida. Most recently, we were activated to assist the City with grants management services for their response to Hurricane Matthew that occurred in October 2016. Witt O'Brien's was tasked with the review and compilation of packages for both Category A debris removal and Category B emergency measures costs incurred for in-house labor, equipment, materials and generator usage.

## City of Galveston, Texas – Hurricane Ike

Witt O'Brien's provided support with a broad spectrum of emergency management and recovery needs, including FEMA's Public Assistance program, Hazard Mitigation Grant Program, and the debris oversight process. Damages were estimated in the tens of billions of dollars. We ensured that debris operations were handled efficiently and in conformance with program requirements, eased problems and maximized debris-related reimbursement from FEMA.

Some of the critical ways in which we assisted the City of Galveston included:

- Provided general grant management advice and assistance in development of a disaster recovery team, and development of a comprehensive recovery strategy;
- Provided eligibility guidance, working with the City of Galveston to develop justifications for presentation to FEMA and the state, working with the City to resolve disputes;
- Assisted in the preparation of Project Worksheets;
- Inspection of damaged sites;
- Assisted affected applicants with completing debris removal documents;
- Advocating for maximum benefits for the City with both the state and FEMA;
- Assisted with requests for time extensions to FEMA;
- Advised the City on requests for Improved or Alternate projects;
- Advised the City on processing appeals within federally mandated deadlines; and

- Suggested and identified hazard mitigation projects for damaged facilities, working with City departments to develop HMGP project applications for consideration by the state and FEMA.

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

## Witt O'Brien's Personnel

Witt O'Brien's proposed project organization clearly defines staff roles to ensure accountability. Our minimal layers of management ensure rapid response to the Town's needs and allows us to address changing and evolving requirements of project operations.

### Project Staff

Witt O'Brien's has an impressive lineup of subject matter experts, seasoned debris monitoring specialists and highly qualified financial recovery, grants management, and consulting specialists. Our knowledge and experience has helped our clients deal with the complexities of managing crises and disasters. During project execution, our executive management team performs high-level oversight to provide our project teams with organizational and planning guidance. We understand what can be expected and leverage our expertise to aid our clients in full, long-term recovery. We retain, as permanent full-time employees, a staff of debris monitoring, financial recovery, grants management, and consulting specialists who are ready to mobilize on behalf of our clients on short notice. Each is highly qualified and very accustomed to managing large projects for government entities. Our office location in Fort Lauderdale, Florida is responsible for this contract. Our principal point of contact for this contract is Mr. Chuck Brannon, Director of Disaster Operations.

#### Debris Monitoring Operations | Name & Designation

- Chuck Brannon, Project Principal
- Kevan Parker, Regional Manager
- Ryan Booth, Project Manager
- Stephen Powell, Field Supervisor
- Jeff Allison, Data Manager
- Chris Denney, Billing/Invoice Analyst
- Alexandra Hestilow, GIS Specialist
- Curtis Johnson, Operations Coordinator
- Charles Bryant, Operations Manager and FEMA Specialist

#### Grants Management Services | Name & Designation

- Valarie Philipp, Project Manager
- Rick Patterson, Senior Grants Management Specialist
- Lynne Storz, Grants Management Specialist
- Kelly George, Senior Hazard Mitigation Specialist

Please refer to **Attachment A in Tab 11** for copies of representative project team member resumes demonstrating their qualifications and years or experience implementing projects similar to that required by the Town.

## Project Organization



## Subcontractors

Witt O'Brien's does not propose the use of subcontractors on this project.

## Key Staff Qualifications and Knowledge of Programs and Funding

Witt O'Brien's is prepared to mobilize an experienced project management and debris monitoring team on short notice. We retain, as permanent full-time employees, a staff of trained and experienced disaster specialists who are ready to mobilize on short notice. Project management and supervisory personnel have undergone training in Incident Command System (ICS), debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, and project and disaster management, and have valuable experience from serving on major recovery projects.

## Project Management Personnel Training

All project management personnel and core consultants hold training certificates from the Emergency Management Institute, including many of those in the table below:

- FEMA Emergency Management Institute Certificates
- IS-001—Emergency Program Manager: An Orientation to the Position
- IS-393—Introduction to Hazard Mitigation
- IS-546—Continuity of Operations Awareness Course

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

Many of our company's emergency preparedness and disaster response leaders are also former service men and women who have served the nation in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to our clients—**A constant state of readiness with qualified, experienced and dependable personnel ready to deploy.**

## Current and Future Debris Management Contractual Obligations

Due to confidentiality of contract parameters and the broad scope of the request, we are not able to provide a list of current and future debris management contractual obligations and services. Witt O'Brien's has approximately 100 active stand-by contracts nationwide specific to debris monitoring services and services performed under these contracts is event driven. Specific to South Florida, we hold 29 primary contracts with services similar to those required by the Town, including the Town of Davie, none of which are currently active for debris monitoring.

Witt O'Brien's has a long history of multiple contract activations for a single disaster event and assures the Town that such obligations will not preclude us from meeting the obligations under this contract. Our success extends to and depends on the capacity to support multiple clients at once—we have supported as many as 20 concurrent client deployments. **We recently supported simultaneous recovery efforts as result of the August 2016 floods in Louisiana, Hurricane Hermine in Florida, and Hurricane Matthew in Florida, Georgia, North and South Carolina. On these projects combined, we activated more than 500 personnel.**

## Tab 4: Operational Plan

Witt O'Brien's has developed a sound project management approach, which allows us to mobilize rapidly, adapt to fluid circumstances and challenges, implement our tested operating procedures seamlessly, and provide the Town with the finest debris monitoring and financial recovery and consulting services available. Our team will function as an extension and partner to the Town's staff, and will serve to augment and strengthen your capabilities. Our approach is designed to allow us to coordinate and integrate rapidly and effectively with all participants in a major debris removal and grants management operation while maintaining the highest level of customer service and accountability, and remaining flexible and scalable to allow us to adapt to ever changing project requirements.

The following sections describe our customized technical approach to fully respond to the services required by the Town. In an effort to exceed your expectations, we have also included details of our valued-added services where pertinent.

### Disaster Debris Monitoring Services

Witt O'Brien's provides our clients with extensive disaster monitoring services. In the past 10 years we have routinely performed the specific services outlined in the RFP Scope of Services.

#### Daily Briefings

Our Project Manager and/or Deputy Project Manager will attend daily meeting with the Town's Debris Manager and the debris removal contractors' management and operational staff to coordinate scheduling, resolve problematic issues, and make any adjustments required to debris removal, reduction, and disposal operations in order to enhance safety, control costs, increase efficiencies or better comply with FEMA guidelines.

#### TDSRS Site Selection and Permitting

Witt O'Brien's would assist with pre-event selection of Temporary Debris Storage and Reduction Sites (TDSRS) suitable to handle the quantities and types of debris forecast during the planning session and would advise the Town on obtaining all necessary environmental or other permits, in coordination with local and state environmental agencies. Our team would review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

#### Scheduling Work

Debris operations can be the single costliest task associated with a disaster. Scheduling the monitoring services to be provided along with the debris removal is a vital step to ensure efficient implementation of debris operations. A representative schedule of services to be provided by team members and contractors is listed below:

Service	Schedule
Pre-Event Coordination, Planning and Training	Prior to Storm Season
Post-Event Project Management	24 - 48 hours from a Notice to Proceed

Service	Schedule
Damage Assessments and Debris Quantity Estimations	24 - 48 hours
Debris Clearance Coordination and Monitoring	First 70 hours of clearance work
Truck Measurement and Certification	Within first two days, then as needed
Health and Safety/Quality Assurance Program	48 - 72 hours
Public Information	First two weeks
Hire and Train Local Debris Monitors	Within 48 hours, then as needed
Debris Management Site Establishment and Staffing	48 - 72 hours
Debris Collection Site Monitors	48 - 72 hours
Field Supervisors	48 - 72 hours
Roving Monitors	48 - 72 hours
Federal Aid Roadway Debris Removal Program	Week 3
Special Debris Program	Two - three weeks
Data and Document Management and Reporting	Within 48 hours and for project duration
Contractor Invoice Reconciliation	Within three days of receiving invoices
Final Pass Completion	Last weeks of debris collection operations
Mulch and Processed Debris Haul-out	Last two weeks
Debris Management Site Closure	After DMS cleared of debris
FEMA Claims Support	Project duration
Handover Final Deliverables	Project conclusion
After Action Report	Within 30 days of project completion

### Hiring, Scheduling, and Managing Field Staff

Witt O'Brien's responsibility to its disaster-affected clients goes beyond project management. We understand that disasters impose economic hardships on communities, and we are committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. When potential disasters loom, our management team activates Witt O'Brien's standard procedures for broadcasting job announcements in a storm's path - via radio, newspapers, unemployment offices, college job boards, churches, and the internet. We also consult with our clients to determine if any recently retired or laid-off government employees - from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments - might be available to assist with the recovery effort. We have found that not only are recently retired or laid-off government employees up to the task, but also their local knowledge proves invaluable.

We carefully screen our monitoring staff with background checks and drug tests to ensure that any with felony convictions, drug use or questionable moral character are excluded from our team. Witt O'Brien's also regularly uses E-Verify to screen potential employees, which is an internet based system for determining eligibility for employment in the United States. We impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, disrespectful behavior or any confrontational approach towards debris removal contractors or our client's personnel, or any hint of impropriety or misconduct which may reflect negatively on our client or our firm. The Town would always have the ability to dismiss any of our field staff from the project, for any reason.

### Monitoring Recovery Operations and Continuous Improvement

Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a tested system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our

quality control program. Our supervisory personnel are trained to focus sharply on ticket completeness and accuracy from the first day of the program, by spot checking tickets in the field, reviewing them at the inspection towers and debriefing monitors at the end of the day to assess their performance and identify any issues. Our tower monitors and data entry staff also remain vigilant to load ticket errors or omissions and quickly report them to field supervisors, who in turn contact monitors and take corrective measures.

As an added measure, we frequently deploy trained roving monitors/quality control inspectors to assist in the identification and documentation of ineligible debris (such as land-clearing or construction waste), consult with FEMA debris specialist about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for "hot spots" and zone closure status. Their primary roles would be to ensure that only FEMA-eligible debris is collected and hauled and that removal contractors do not enter onto private property. Designated personnel would also provide QA/QC oversight of all project activities, report safety concerns, inspect trucks for alterations to capacity or placards, halt any work deemed unsafe or ineligible under FEMA guidelines, confirm clearance of all roadways and map any remnants, and provide written confirmation of debris removal completion.

## Public Information Emergency Response

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project and we will coordinate with the Town to implement a Public Information Plan. We will work with the Town to develop timely and informative public announcements about the debris project, safety considerations, hazardous waste handling, collection schedules, methods of sorting and separating debris to increase collection and disposal efficiencies and other issues and assist with OEMA's efforts to efficiently disperse information to any target audience including the community, media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We also will make staff available to the Town to distribute and disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents.

## Truck Measurement and Certification Program

As the debris removal contractor's trucks and equipment begin to arrive at the disaster scene, Witt O'Brien's will initiate the truck measurement and certification program in coordination with the debris removal contractor, to accurately measure the volumetric capacity of each truck. We follow the latest FEMA 327 standards and methodologies for measuring and calculating the capacity of debris removal trucks. We also will provide FEMA compliant truck placards and truck certification forms. Original truck certification forms signed by our Truck Certification Manager, with photographs of each truck showing its placard and any modifications, would be provided to the Town in a binder along with electronic "PDF" copies and a summary spreadsheet. Our roving monitors/quality control inspector will also periodically spot check and re-certify trucks during the project in order to deter and detect fraudulent alteration of truck capacities or placards. In addition, the truck certification and measurement information is easily verified using our electronic debris management system, DebrisPro™.

## Daily Operational Reports

Daily detailed summaries of the previous day's debris removal activities and data would be provided to the Town's Debris Manager by 10 A.M., which would contain, at a minimum, the following information:

- Daily and running summaries of the quantities and types of debris collected

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

## Maps and GIS Applications

Witt O'Brien's monitors and field supervisors map out debris locations, locate 'hot spots' for immediate collection, mark ineligible debris piles and track progress for pass completions and debris removal zone closures. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials and the public, or to approach FEMA about eligibility issues. Our mapping services incorporate state-of-the-art technology and can be tailored to any specifications requested, including GIS applications. Debris collection data can be used to update neighborhood or zonal maps daily, and Witt O'Brien's can assist with the development of a web-based mapping system to upload to an internet site. We would utilize DebrisPro™ for automated GIS data integration and mapping. Our technology generates an automatic link of GPS and GIS data and photos to each load, tree stump, hanging limb, leaning tree, vessel, or other type of debris requiring validation for FEMA reimbursement.

## Invoice Reconciliation and Final Payment Approval

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

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

## FEMA, FHWA, and NRCS Program Reimbursement Guidance

Documentation of project costs maintained by Witt O'Brien's would meet or exceed Federal and State agency requirements, to ensure that all FEMA, FHWA, NRCS and other disaster response and recovery claims are properly documented and able to withstand close scrutiny during the final inspection and closeout process. Our consultants are qualified to prepare Category A (debris removal and monitoring), debris-related Category B (debris clearance) FEMA Project Worksheets, FHWA Detailed Damage Inspection Reports, and other applicable reports.

## Final Disposal Confirmation and Documentation Presentation

Witt O'Brien's will assist in confirming that all eligible storm debris is disposed of in a manner and at a site which conforms to Federal, State and Local regulatory guidelines. Our monitors inspect loads of reduced debris leaving the TDSRS, issue a load ticket to each truck and maintain a log of ticket numbers and

volumes. If requested, we also position monitors at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills are to be used, then we would confirm that all of the required documentation and environmental permits are in place and that Federal, State and Local authorizations are secured. We would also coordinate with Federal, State and Local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

At the conclusion of the project, Witt O'Brien's would provide all documentation of debris clearance, removal, management, reduction, disposal and monitoring costs, sufficient to fully and accurately support federal grant program claims. As stated in the RFP, Witt O'Brien's will maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for three years after completion of the contract, and the Town will have access to all records, documents, and information collected and/or maintained.

## Special Disaster Recovery Program Management Services

### ROW, ROE, PPDR and Demolition Recent Program Support

Witt O'Brien's has monitored and documented the removal of over 33 million cubic yards of all types of disaster debris including Right of Way (ROW), Right of Entry (ROE), and private property debris removal (PPDR). When destruction is widespread and FEMA renders permission, Witt O'Brien's will assist the Town in taking the initiative to enter private property after signed ROE agreements have been executed. Witt O'Brien's has extensive experience in implementing, managing and monitoring ROE programs and we would assist the Town in identifying private properties which may be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed and secure ROE agreements from local residents. If demolition of private or public structures is warranted, Witt O'Brien's would also guide the Town in the proper implementation, documentation and monitoring of that program.

### Special Debris – Stumps, Limbs, Trees, and Other Issues

Certain types of hazardous debris (such as leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, and asbestos abatement) require special pre-removal validation and documentation in order to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has extensive experience with all debris types and will provide expert consulting services to the Town regarding unique debris challenges. We have extensive experience with:

- Vegetative debris, including stumps, hanging limbs and leaning trees
- Construction and Demolition (C&D) debris
- White goods, appliances and electronics
- Waterborne debris in canals, lakes, drainage systems, marinas
- Sediments, sand, mud, seaweed, beach restoration
- Waterways/wetland clean-up and reimbursement
- Abandoned and derelict vessels
- Oil, chemical and ash spills
- Asbestos abatement, removal and disposal
- Hazardous materials and waste
- Demolition programs – homes, buildings, mobile homes, boats
- Recycling programs for disaster debris
- Animal carcasses and putrescent debris

### Data Management and Reporting

We will produce, manage and organize all project documents, and ensure that all data is complete, secure and up to date in our DebrisPro™ system. We make it a priority to manage load ticket population correctly,

whether through generation by monitors in our electronic handheld system or physically written paper tickets. We will produce accurate electronic database files of all pertinent information from the debris removed, which we use to reconcile records against those of the debris removal contractor and to certify approval of the removal contractor's invoices.

### Hauler Invoice Reconciliation

Not only will Witt O'Brien's work with haulers to reconcile invoice discrepancies, but we also take a proactive approach by coordinating daily with debris haulers to immediately resolve disputes or problems. For example, after severe snow storms in Massachusetts in 2011, we completed 20 debris monitoring projects, which included reconciling invoice discrepancies with the haulers. As an added benefit, our automated debris management system electronically audits and reconciles hauler invoices for consistency and accuracy assurance.

### FEMA Reporting and Appeals Assistance

Our priority is to protect Town's interests and federal funding by ensuring that all work to remove hazardous debris is done in accordance with FEMA and FHWA funding eligibility guidelines, or that prior permission is granted to perform work outside of general federal guidelines. As such, Witt O'Brien's would coordinate closely with FEMA debris specialists in the field to pre-validate these types of debris before removal takes place, and would document - with digital photographs, GPS coordinates, logs and reports - the locations and eligibility of storm debris. We propose using a team approach to appeals and arbitration, in order to leverage the broadest expertise possible for each appeal. This makes it important that the Appeals Specialist perform in a coordination and facilitation role, involving sub-grantees, Public Assistance Program Assistance Liaisons, Technical Assistance Liaisons, and others to gather all the relevant information and craft arguments that can enhance the likelihood of achieving positive results.

## Financial Recovery and Emergency Management Related Services

Upon notice of award, contractual terms and conditions will be provided for mutual consideration and agreement, as per the sample contract provided. After the contracting phase is complete, Witt O'Brien's and the Town will have an initial meeting to discuss and review immediate and long-term needs. Witt O'Brien's will then be able to appropriately define and assign personnel to support the Town as required.

Witt O'Brien's can advise the Town on all aspects of disaster preparedness and recovery including, but not limited to:

- Identification of eligible emergency and permanent work (Category A-G)
- Damage Assessment
- Assistance in attaining Immediate Needs Funding.
- Prioritization of recovery workload
- Loss measurement and categorization
- Insurance evaluation, documentation adjusting and settlement services
- Project Worksheet generation and review.
- FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support
- Staff augmentation with experienced Public Assistance Coordinators and Project Officers
- Interim inspections, final inspections, supplemental Project Worksheet generation and final review.
- Appeal services and negotiations
- Reconstruction and long-term infrastructure planning

- Final review of all emergency and permanent work performed

## Identification of Eligible Emergency and Permanent Work (Category A-G)

Witt O'Brien's will engage with the Town as well as state and federal agencies to determine eligible work. Our team's knowledge of and experience working with these varied programs has proven extremely valuable for our clients, in that we can often avoid or shorten the duration of misunderstandings between federal agencies regarding who has responsibility for certain damages (which can significantly delay recovery funding). Once responsibility for damages has been determined, our team uses our vast experience to help document and administer program funds from relevant programs to ensure recovery resources are maximized and utilized only on eligible work. We consistently ensure operations are within FEMA guidelines for Public Assistance. Witt O'Brien's will write and review Category A through G Project Worksheets and resolve and identified problems or deficiencies.

## Assistance in Attaining Immediate Needs Funding

Immediate Needs Funding (INF) applications require fast and accurate information to ensure the Town receives funding for urgent operations. Because of our extensive experience working disasters across the United States, Witt O'Brien's brings a detailed and thorough understanding of eligible emergency work. Our team will work with the Town to help you complete the Preliminary Damage Assessments and expedite the INF process through our relationships with FEMA so that you can receive funding and continue with recovery operations.

## Prioritization of Recovery Workload

After a disaster event, the Witt O'Brien's Project Manager will set up a kickoff meeting to meet with Town's designated recovery staff to identify initial priorities, establish a common understanding of expectations for personnel and work products, and discuss contract terms and conditions. This step in the start-up process is critically important, in that Witt O'Brien's and the Town need to evaluate whether assumptions and expectations are understood and attained. Once obtained, this information will be utilized to prioritize management efforts and provide the most applicable guidance to members of the consultant team.



Witt O'Brien's uses several project management tools to prioritize, report, and document the recovery workload. We have configured Microsoft's SharePoint, a web-based project management and project collaboration platform, to provide up-to-date accounting of team performance and project worksheet status.

## Loss Measurement and Categorization; Insurance Evaluation, Documentation Adjusting and Settlement Services

Witt O'Brien's team includes insurance and risk management professionals have experience in reviewing and applying insurance benefits to specific projects in the FEMA public assistance process. These professionals will review the determinations made by FEMA to ensure they are accurate, correctly applied

and in compliant with current FEMA policies. Witt O'Brien's can further provide assistance in gathering and documentation of current insurance proceeds and the identification of insurance purchase requirements for buildings and contents.

Our insurance recovery services include:

- Review and assess the insurance policy, and provide the client with a detailed overview
- Contact the insurance company adjuster to schedule future meeting and formulate the scope of damages
- Conduct onsite evaluation of the damaged property, and create a detailed written estimate of damages for submission to the insurance company adjuster, according to insurance company's standard accepted practices
- Create short-term/long-term goals and recommendations regarding the future handling of the insurance recovery process
- Contact with the client advising them of the settlement status
- Expedite the claim recovery process in order to avoid shortfalls of cash flow
- Negotiate a favorable settlement (with OEMA's approval)

## Project Worksheet Generation and Review

Witt O'Brien's uses only seasoned professionals when staffing its projects. Our proposed team's expertise includes supporting hundreds of city and local jurisdictions with the Public Assistance process. Witt O'Brien's personnel have worked on more than 80,000 Project Worksheets since 2001 (valued at more than \$25 billion), and on more than 3,000 Hazard Mitigation Grant Program projects (totaling more than \$3.5 billion). No other firm can claim anywhere near this level of experience, or the ability to bring such broad national experience to support OEMA. Witt O'Brien's personnel use their knowledge and experience of the programs and of precedent to resolve problems on behalf of our clients.

Our experiences working with communities in Florida, Louisiana, Texas, Missouri, Iowa, Indiana, New Jersey and numerous other locations across the country in the aftermath of actual disaster events makes Witt O'Brien's services valuable; we bring practical experience that can help OEMA avoid common problems that often stand in the way of recovery, and to help turn plans into constructive action.

Witt O'Brien's has used its staff of disaster recovery experts, and their combined technical expertise to ensure compliance with rules, guidelines and standards, as well as to address and resolve problems before they stand in the way of recovery.

This approach has allowed Witt O'Brien's and our clients to come together with expertise that is often more reliable and experienced than the personnel utilized by FEMA in the resolution of Public Assistance program claims. The result is Project Worksheet packages that are professionally documented to capture the maximum available funding, and appeals that are well thought out, grounded in sound logic and reasoning, and which have an established basis in governing policies, laws and regulations.



## FEMA, FHWA, HMGP, CDBG, NRCS Reimbursement Support

As FEMA, through their Public Assistance and Hazard Mitigation Grant Program, will not reimburse expenditures for the removal of debris or permanent restoration projects which are eligible for funding under any other federal or state disaster recovery grant programs or through an insurance policy, it is imperative from the beginning of the response and recovery phases to track and document costs accurately and separately, if required.

With respect to alternative funding sources, Witt O'Brien's can provide expertise to identify work with those opportunities that may be available through the Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD) and Natural Resources Conservation Service (NRCS).

- FHWA Emergency Relief (ER) program funding can be utilized for specific eligible activities on or related to Federal Aid System classified roadways for aspects of their Emergency Restoration and Permanent Restoration programs.
- HUD Community Development Block Grant (CDBG) Disaster Recovery (DR) funding is a good source of funds used to address unmet needs in the three core aspects of recovery – housing, infrastructure, and the economy.
- NRCS Emergency Watershed Protection Program (EWP) funding can be used to relieve imminent watershed hazards to life and property caused by flood and other occurrences such as debris removal, bank erosion repair and repairs to damaged drainage structures.

## Staff Augmentation with Experienced Public Assistance Coordinators and Project Officers

Witt O'Brien's is prepared to staff the Town's project at a level commiserate with the magnitude of the disaster and the amount of recovery to be completed and presented for grant funding in the event that funding becomes available. The amount of staffing provided will also be dependent upon the availability and participation of personnel from various Town departments responsible for both the direct response and recovery activities and the oversight of those activities. Our typical grants management structure lends to a Project Manager providing general oversight and high level communication and issue resolution to the Town with placement of a Public Assistance Coordinator level team member directly reporting on a daily or as needed basis to the Town's main representative for the grants recovery. Additional Project Officer level team members will be added as necessary to supplement and provide detailed oversight of assessing damages, preparing scopes of work and cost estimates and collection of appropriate supporting documentation.

## Interim Inspections, Final Inspections, Supplemental Project Worksheet Generation and Final Review

Witt O'Brien's can assist in developing an effective grant management system consisting of grant reviewers and financial specialists. The grant managers will be responsible for maintaining support documentation for all FEMA project worksheets and for mitigation opportunities; and will be tasked with review requests for reimbursements, scope of work compliance, interim inspections, and requests for scope changes, overruns validation, and final inspections.



From the onset of the recovery process, Witt O'Brien's staff will work with the Town to prepare for the period of closeout by providing the critical guidance needed to diligently document recovery efforts. This allows the Town to streamline the final project closeout process and retain maximum federal funding. We have executed numerous FEMA disaster program closeouts. Our experience will ensure that the Town will have the support and expertise available to minimize or eliminate any potential problems as funded projects are financially reconciled.

As projects are completed, we will work with the Town to conduct preliminary reviews of the documentation and files, complete a final site inspection, and assist with the financial and programmatic closeout of the project. Our personnel ensure that all documentation is organized to justify all project expenditures per the approved scope of work. When final closeout teams or auditors review the project, all documentation will be available in a form that meets both FEMA and state requirements.

## Appeal Services and Negotiations

At first glance, it may seem that the appellate provisions of the Stafford Act and its implementing regulations are so straightforward that outside expertise should not be essential to ensure that eligible Public Assistance applicants receive all the benefits they are entitled to receive after presidentially-declared emergencies and major disasters. However, the provisions of the Stafford Act and its implementing regulations provide a tremendous amount of discretion in interpretation. Witt O'Brien's staff have years of experience at all jurisdictional levels implementing the provisions of the Stafford Act. These provisions include sections 402 (General Federal Assistance), 403 (Essential or Emergency - Assistance), 404 (Hazard Mitigation), 406 (Repair, Restoration and Replacement of Damaged Facilities), 407 (Debris Removal), 422 (Simplified Procedure), 423 (Appeals), and 424 (Dates of Eligibility) of the Stafford Act. In addition, the regulations implementing these Public Assistance-related provisions of the Stafford Act are lengthy and complex.

In order to provide comprehensive advice and assistance relating to the Public Assistance program, an Appeals Specialist must be thoroughly knowledgeable about the entire Stafford Act and all of its implementing regulations, and must take on the responsibility of informing applicants about the appeals process so that all parties understand their roles and responsibilities, and have an appreciation for related timelines. Our comprehensive knowledge of and experience in implementing the Public Assistance program uniquely qualifies us to provide advice and assistance to the Town, its political subdivisions, and eligible private nonprofit organizations, in the course of appellate activities relating to the Public Assistance program.



After an appeal is prepared, the Appeals Specialist will be involved in supporting OEMA with the review of the appeal that is filed, and assist with the development of supplemental analysis that will accompany the appeal when it is sent to FEMA for consideration. The Witt O'Brien's approach to this task is again to involve the team – Public Assistance Program Assistance Liaisons, Technical Assistance Liaisons, and the Town staff – in the effort so that all angles are covered and the strongest possible case can be assembled. To the extent that the appeal is supportable, the Appeals Specialist will then utilize the Town extensive legal and regulatory background to craft a response that maximizes the likelihood of appeal approval.

## Reconstruction and Long-Term Infrastructure Planning

Recovery is highly complex, often taking months or years to implement and can consume the time and energy of existing staff. Witt O'Brien's helps the Town and its stakeholders organize and plan for recovery. Our experience with developing and implementing long-term recovery plans allows the community's planning efforts to result in more complete and effective reconstruction and recovery.

## Final Review of All Emergency and Permanent Work Performed

Witt O'Brien's will produce a final "After Action Report" for all response and recovery activities we actively assist the Town with related to the disaster. The debris operations team typically anticipates being able to provide a report within 30 days of the completion of debris removal operations (including closure and remediation of the temporary debris management sites). This report will be a comprehensive "lessons learned" overview of the debris project from start-up to site closures, and will detail major elements of the project, highlight successes and issues encountered, quantify the final amount of debris by type, assess response and recovery performance and make recommendations for future events and debris management planning efforts. This report will serve as the basis for subsequent coordination and planning meetings on the debris monitoring side. The timeframe to report on the permanent restoration and FEMA recovery process will vary based on the magnitude of the disaster and may be further out in the process when the work is near completion and the full extent of the financial recovery is known.

## Inclusion of Minority, Women and Disadvantaged Business Enterprise Firms

Witt O'Brien's will make every effort to identify and utilize qualified disadvantaged, minority, women-owned and/or small business suppliers of goods and services from around the area if activated to provide



the requested services. Witt O'Brien's will endeavor to team with such qualified firms to provide these goods and services as needed:

- Lodging for our project management team
- Office supplies and equipment
- Temporary labor for field and site monitors
- Environmental services (for debris site soil samplings, evaluations, and permitting)
- Administrative/Office assistance

## Our Local Hiring and Diversity Program

Witt O'Brien's is an equal opportunity employer. Because we understand that disasters impose economic hardships on communities, Witt O'Brien's is committed to hiring as many qualified local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We are also dedicated to diversity and opportunity for qualified minorities – within our company, as well as on temporary projects.

## Veteran Hiring Initiative

Many of our emergency preparedness and disaster response leaders are former service men and women who have served our country in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to Witt O'Brien's clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy. To secure this valuable human resource, in addition to our full-time dedicated professional staff, we partnered with veteran and National Guard recruiting programs to identify former military personnel and their spouses who are interested in being on our debris monitoring teams. Our veteran recruiting program conducts outreach efforts through local job fairs, military recruiting and networking events. These events allow us to identify and add to our resource pool veterans who bring unparalleled dedication to our clients.

Our program is active throughout the United States. To supplement our full-time employees and ensure sufficient staffing, readiness and responsiveness necessary for our debris monitoring contracts, we are also highly engaged in local and regional veteran job fairs along the Atlantic and Gulf Coasts, and the Midwest. We maintain an active database of qualified individuals from each of our target states who can be temporarily employed by us to respond to and support a debris monitoring project. The database allows us to initiate contact as dangerous weather systems approach a region. This allows us to be sure that we have considerable man-power ready to be activated.

Witt O'Brien's is committed to all clients in maintaining a state of readiness, and responding to disasters with sufficient numbers of talented and experienced disaster response professionals. Our veterans recruiting initiative takes that commitment a step further by committing to your community that we are delivering the country's best on your debris monitoring project.

## Tab 5: Previous Experience of the Proposed Key Personnel

Witt O'Brien's consistently strives to provide our clients with exceptional service. We have been conducting business as a full-service Disaster Debris Monitoring Consultant since 2004 and Grants Management Consultant since 2001.

As FEMA will not reimburse expenditures for the removal of debris or for permanent restoration projects which are eligible for funding under any other federal or state disaster recovery grant programs, it is imperative from the beginning of the response and recovery phases to track and document costs accurately and separately - in particular for the FHWA Emergency Relief (ER) Program and Natural Resources Conservation Service (NRCS). During pre-event planning meetings, Witt O'Brien's will work with the Town to review FEMA and FHWA guidelines for debris removal and permanent restoration and identify roadway sections within the affected jurisdiction that are designated as part of the Federal Aid System. During debris operations, our monitors would be supplied with maps which clearly delineate Federal Aid System roads and would track first pass debris clearance and removal costs from these roads carefully. Witt O'Brien's would provide a summary and backup documentation of FHWA- eligible costs, sufficient to support ER Program debris removal and permanent restoration damages and potential claims.

The projects presented here are a representation of our ability to consistently and successfully support our clients and execute their projects on-time, on-budget and with their complete satisfaction. The projects detailed in this section are also examples of our recent efforts and are by no means all inclusive.

### References for Debris Operations

Reference #1 – City of Savannah, Georgia – 2016 Hurricane Matthew

<b>Contact</b>	<b>Gene Prevatt, Bureau Chief Sanitation Bureau</b>
<b>Address</b>	P.O. Box 1027, Savannah, GA 31401
<b>Telephone</b>	912-651-6579
<b>Email</b>	gprevatt@savannahga.gov
<b>Project</b>	Hurricane Matthew (DR 4284)
<b>Project Description</b>	Debris Monitoring Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	October 2016-present
<b>Project Size</b>	Approximately 144,000 residents
<b>Project Cost</b>	\$2,000,000.00
<b>Project Work Responsible by Staff</b>	Project Management, Monitoring Removal, Documentation Collection, Invoice Reconciliation, Eligibility Determinations, Historic Evaluation
<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	Witt O'Brien's is still engaged with the final wrap-up of debris monitoring efforts in the City of Savannah due to Hurricane Matthew. The totals to date

for our on-going projects in the City of Savannah are approximately 450,000 cubic yards for vegetative debris removal.

Reference #2 – Livingston Parish, Louisiana – 2016 Severe Storms and Flooding

<b>Contact</b>	<b>Mark Harrell, Director, Livingston Parish Office of Homeland Security and Emergency Preparedness (LOHSEP)</b>
<b>Address</b>	20399 Government Blvd., Livingston, LA 70754
<b>Telephone</b>	225-686-3066
<b>Email</b>	<a href="mailto:lohsep1@lpgov.com">lohsep1@lpgov.com</a>
<b>Project</b>	2016 Severe Storms and Flooding (DR-4277)
<b>Project Description</b>	Debris Monitoring Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	August 2016-present
<b>Project Size</b>	Approximately 135,000 residents
<b>Project Cost</b>	\$3,200,000.00
<b>Project Work Responsible by Staff</b>	Project Management, Monitoring Removal, Documentation Collection, Invoice Reconciliation, Eligibility Determinations
<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	Witt O'Brien's is currently finishing the monitoring of debris removal efforts in the Parish. We managed the monumental task of removing over 850,000 cubic yards of construction and demolition debris, 20,000 white goods, and over 338,000 pounds of putrescible waste, 26,000 pounds of e-waste and 34,420 pounds of hazardous waste resulting from water damaged homes and businesses in the Parish.

Reference #3 - Columbia County, Georgia – 2014 Severe Winter Storm

<b>Contact</b>	<b>Pam Tucker, Director</b>
<b>Address</b>	650-B Ronald Reagan Drive, Evans, GA 30809
<b>Telephone</b>	706-868-3303
<b>Email</b>	<a href="mailto:ptucker@columbiacountyga.gov">ptucker@columbiacountyga.gov</a>
<b>Project</b>	2014 Severe Winter Storm
<b>Project Description</b>	Debris Monitoring Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	February 2014-July 2014
<b>Project Size</b>	Approximately 139,000 residents
<b>Project Cost</b>	\$1,372,265.00
<b>Project Work Responsible by Staff</b>	Project Management, Monitoring Removal, Documentation Collection, Invoice Reconciliation, Eligibility Determinations

<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	Witt O'Brien's managed debris operations and developed FEMA Project Worksheets for Category A debris removal. We monitored approximately 650,000 cubic yards of debris removal.

## References for Grant Management

Reference #1 – School Board of Broward County, Florida, Grants Consulting

<b>Contact</b>	<b>Victoria Stanford, Manager</b>
<b>Address</b>	600 SE Third Avenue, 11 <sup>th</sup> Floor, Fort Lauderdale, FL 33301
<b>Telephone</b>	754-321-1900
<b>Email</b>	<a href="mailto:vstanford@browardschools.com">vstanford@browardschools.com</a>
<b>Project</b>	Grant Management and Consulting
<b>Project Description</b>	2016 Hurricane Matthew (DR-4283), 2004-2008 FEMA Disaster Grants Management
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2008-present
<b>Project Size</b>	Approximately 271,000 students
<b>Project Cost</b>	\$1,050,000.00
<b>Project Work Responsible by Staff</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Debris Management Plan</u> , <u>Training</u> , <u>Emergency Management Plan</u>
<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Debris Management Plan</u> , <u>Training</u> , <u>Emergency Management Plan</u>

Reference #2 – City of Pompano Beach, Florida, Grants Consulting

<b>Contact</b>	<b>Kimberly Cristiano, CEM</b>
<b>Address</b>	100 W. Atlantic Blvd., Suite 220, Pompano Beach, FL 33060
<b>Telephone</b>	954-545-7799
<b>Email</b>	<a href="mailto:kimberly.spill-cristiano@copbfl.com">kimberly.spill-cristiano@copbfl.com</a>
<b>Project</b>	Grant Management and Consulting
<b>Project Description</b>	2016 Hurricane Matthew (DR-4283), 2004-2005 FEMA Disaster Grants Management
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2011-present
<b>Project Size</b>	Approximately 106,000 residents
<b>Project Cost</b>	\$25,000.00

<b>Project Work Responsible by Staff</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Training</u>
<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Training</u>

Reference #3 – City of Galveston, Texas, Grants Consulting

<b>Contact</b>	<b>John Simsen, Disaster Recovery Manager</b>
<b>Address</b>	PO Box 779, 823 Rosenberg, Galveston, TX 77553
<b>Telephone</b>	409-797-3500
<b>Email</b>	<a href="mailto:simsen@cityofgalveston.org">simsen@cityofgalveston.org</a>
<b>Project</b>	Grants and Emergency Management and Consulting
<b>Project Description</b>	2008 Hurricane Ike Recovery, Grant Consulting Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2009-present
<b>Project Size</b>	Approximately 50,000 residents
<b>Project Cost</b>	\$4,358,425.00
<b>Project Work Responsible by Staff</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Training</u> , <u>Mitigation</u>
<b>Contract Type</b>	Activated Stand-by Contract
<b>Project Deliverables</b>	FEMA Project <u>Worksheets</u> , <u>Closeouts</u> , <u>Appeals</u> , <u>Grants Management</u> , <u>Training</u> , <u>Mitigation</u>



## Tab 6: Financial Capability

With zero debt, strong cash flow, and a record of accomplishment of true partnership between the company and its clients, Witt O'Brien's is a financially stable, 100% wholly owned subsidiary of SEACOR Holdings, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH. SEACOR had more than \$450mm of cash as of September 30, 2016. As a SEACOR subsidiary, we have stability and resources that surpass most of our peers.

Please see the following pages for the most recently released financial statements for Witt O'Brien's and SEACOR Holdings.

**REPORT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

The Board of Directors and Stockholders of SEACOR Holdings Inc.

We have audited SEACOR Holdings Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). SEACOR Holdings Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, SEACOR Holdings Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of SEACOR Holdings Inc. as of December 31, 2015 and 2014, and the related consolidated statements of income (loss), comprehensive income (loss), changes in equity and cash flows for each of the three years in the period ended December 31, 2015 of SEACOR Holdings Inc. and our report dated February 29, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Boca Raton, Florida  
February 29, 2016

REPORT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of SEACOR Holdings Inc.

We have audited the accompanying consolidated balance sheets of SEACOR Holdings Inc. as of December 31, 2015 and 2014, and the related consolidated statements of income (loss), comprehensive income (loss), changes in equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of SEACOR Holdings Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), SEACOR Holdings Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 29, 2016, expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Boca Raton, Florida  
February 29, 2016

SEACOR HOLDINGS INC.  
CONSOLIDATED BALANCE SHEETS  
(in thousands, except share data)

	December 31,	
	2015	2014
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 530,009	\$ 434,183
Restricted cash	—	16,435
Marketable securities	138,200	58,004
Receivables:		
Trade, net of allowance for doubtful accounts of \$2,483 and \$3,162 in 2015 and 2014, respectively	159,076	225,242
Other	27,217	67,745
Inventories	24,768	22,783
Prepaid expenses and other	8,627	9,011
<b>Total current assets</b>	<b>887,897</b>	<b>833,403</b>
Property and Equipment		
Historical cost	2,123,201	2,086,957
Accumulated depreciation	(994,181)	(902,284)
	1,129,020	1,184,673
Construction in progress	454,605	318,000
<b>Net property and equipment</b>	<b>1,583,625</b>	<b>1,502,673</b>
Investments, at Equity, and Advances to 50% or Less Owned Companies	331,103	484,157
Construction Reserve Funds & Title XI Reserve Funds	255,408	278,022
Goodwill	52,340	62,759
Intangible Assets, Net	26,392	32,727
Other Assets	48,654	40,632
	<b>\$ 3,185,419</b>	<b>\$ 3,234,373</b>
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Current portion of long-term debt	\$ 35,531	\$ 48,499
Accounts payable and accrued expenses	71,952	103,760
Accrued wages and benefits	21,938	31,821
Accrued interest	5,774	5,809
Accrued income taxes	5,801	6,800
Short sales of marketable securities	4,827	7,339
Accrued capital, repair and maintenance expenditures	11,585	12,837
Deferred revenues	6,953	6,794
Other current liabilities	35,799	38,064
<b>Total current liabilities</b>	<b>200,160</b>	<b>261,723</b>
Long-Term Debt		
Exchange Option Liability on Subsidiary Convertible Senior Notes	1,034,859	823,723
	5,611	—
Deferred Income Taxes	389,988	442,776
Deferred Gains and Other Liabilities	163,862	188,664
<b>Total liabilities</b>	<b>1,794,480</b>	<b>1,716,886</b>
Equity:		
SEACOR Holdings Inc. stockholders' equity:		
Preferred stock, \$ 01 par value, 10,000,000 shares authorized; none issued nor outstanding	—	—
Common stock, \$ 01 par value, 60,000,000 shares authorized, 37,684,829 and 37,505,843 shares issued in 2015 and 2014, respectively	377	375
Additional paid-in capital	1,505,942	1,490,698
Retained earnings	1,126,620	1,195,402
Shares held in treasury of 20,529,929 and 19,365,716 in 2015 and 2014, respectively, at cost	(1,356,499)	(1,283,476)
Accumulated other comprehensive loss, net of tax	(5,620)	(3,505)
	1,270,820	1,399,494
Noncontrolling interests in subsidiaries	120,119	117,993
<b>Total equity</b>	<b>1,390,939</b>	<b>1,517,487</b>
	<b>\$ 3,185,419</b>	<b>\$ 3,234,373</b>

The accompanying notes are an integral part of these consolidated financial statements  
and should be read in conjunction herewith.

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF INCOME (LOSS)  
(in thousands, except share data)

	For the years ended December 31,		
	2015	2014	2013
Operating Revenues	\$ 1,054,736	\$ 1,319,394	\$ 1,247,272
Costs and Expenses:			
Operating	748,605	909,372	908,871
Administrative and general	156,611	164,938	141,348
Depreciation and amortization	125,987	131,819	134,518
	<u>1,031,203</u>	<u>1,206,129</u>	<u>1,184,737</u>
Gains (Losses) on Asset Dispositions and Impairments, Net	(2,408)	51,978	37,507
Operating Income	<u>21,125</u>	<u>165,243</u>	<u>100,042</u>
Other Income (Expense):			
Interest income	20,020	19,662	15,467
Interest expense	(43,297)	(43,632)	(42,592)
Debt extinguishment losses, net	(28,497)	—	—
Marketable security gain (losses), net	(74)	28,760	5,803
Derivative losses, net	(2,096)	(3,902)	(8,323)
Foreign currency losses, net	(4,752)	(6,335)	(3,351)
Other, net	6,773	3,439	586
	<u>(51,923)</u>	<u>(2,008)</u>	<u>(32,410)</u>
Income (Loss) from Continuing Operations Before Income Tax Expense (Benefit) and Equity in Earnings (Losses) of 50% or Less Owned Companies	<u>(30,798)</u>	<u>163,235</u>	<u>67,632</u>
Income Tax Expense (Benefit):			
Current	26,568	72,261	16,176
Deferred	(37,930)	(17,064)	10,571
	<u>(11,362)</u>	<u>55,197</u>	<u>26,747</u>
Income (Loss) from Continuing Operations Before Equity in Earnings (Losses) of 50% or Less Owned Companies	<u>(19,436)</u>	<u>108,038</u>	<u>40,885</u>
Equity in Earnings (Losses) of 50% or Less Owned Companies, Net of Tax	(40,414)	16,309	7,264
Income (Loss) from Continuing Operations	<u>(59,850)</u>	<u>124,347</u>	<u>48,149</u>
Loss from Discontinued Operations, Net of Tax	—	—	(10,325)
Net Income (Loss)	<u>(59,850)</u>	<u>124,347</u>	<u>37,824</u>
Net Income attributable to Noncontrolling Interests in Subsidiaries	8,932	24,215	854
Net Income (Loss) attributable to SEACOR Holdings Inc.	<u>\$ (68,782)</u>	<u>\$ 100,132</u>	<u>\$ 36,970</u>
Net Income (Loss) attributable to SEACOR Holdings Inc.:			
Continuing operations	\$ (68,782)	\$ 100,132	\$ 47,195
Discontinued operations	—	—	(10,225)
	<u>\$ (68,782)</u>	<u>\$ 100,132</u>	<u>\$ 36,970</u>
Basic Earnings (Loss) Per Common Share of SEACOR Holdings Inc.:			
Continuing operations	\$ (3.94)	\$ 5.18	\$ 2.37
Discontinued operations	—	—	(0.51)
	<u>\$ (3.94)</u>	<u>\$ 5.18</u>	<u>\$ 1.86</u>
Diluted Earnings (Loss) Per Common Share of SEACOR Holdings Inc.:			
Continuing operations	\$ (3.94)	\$ 4.71	\$ 2.32
Discontinued operations	—	—	(0.50)
	<u>\$ (3.94)</u>	<u>\$ 4.71</u>	<u>\$ 1.82</u>
Weighted Average Common Shares Outstanding:			
Basic	17,446,137	19,336,280	19,893,954
Diluted	17,446,137	25,765,325	20,293,287

The accompanying notes are an integral part of these consolidated financial statements and should be read in conjunction herewith.

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)  
(in thousands)

	For the years ended December 31,		
	2015	2014	2013
Net Income (Loss)	\$ (59,850)	\$ 124,347	\$ 37,824
Other Comprehensive Income (Loss):			
Foreign currency translation gains (losses)	(3,592)	(4,265)	859
Reclassification of foreign currency translation (gains) losses to foreign currency losses, net	21	(165)	(222)
Derivative gains (losses) on cash flow hedges	(1,304)	(140)	109
Reclassification of derivative losses on cash flow hedges to equity in earnings (losses) of 50% or less owned companies	1,150	511	622
Other	42	28	17
	(3,683)	(4,031)	1,385
Income tax benefit (expense)	1,139	1,245	(457)
	(2,544)	(2,786)	928
Comprehensive Income (Loss)	(62,394)	121,561	38,752
Comprehensive Income attributable to Noncontrolling Interests in Subsidiaries	8,503	23,742	933
Comprehensive Income (Loss) attributable to SEACOR Holdings Inc.	<u>\$ (70,897)</u>	<u>\$ 97,819</u>	<u>\$ 37,819</u>

The accompanying notes are an integral part of these consolidated financial statements and should be read in conjunction herewith.

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY  
(in thousands)

	SEACOR Holdings Inc. Stockholders' Equity						Non-controlling Interests in Subsidiaries	Total Equity
	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Loss			
<b>Year Ended December 31, 2012</b>	\$ 367	\$ 1,330,324	\$ 1,473,509	\$(1,088,560)	\$ (1,986)	\$ 29,021	\$ 1,742,675	
Issuance of common stock:								
Employee Stock Purchase Plan	—	—	—	1,770	—	—	1,770	
Exercise of stock options	3	18,222	—	—	—	—	18,225	
Director stock awards	—	210	—	—	—	—	210	
Restricted stock and restricted stock units	2	(24)	—	135	—	—	113	
Issuance of conversion option in convertible debt, net of tax	—	30,652	—	—	—	—	30,652	
Distribution of Era Group stock to shareholders	—	—	(415,209)	—	(55)	(107)	(415,371)	
Share award settlements for Era Group employees and directors	—	(631)	—	—	—	—	(631)	
Amortization of share awards	—	14,304	—	—	—	—	14,304	
Cancellation of restricted stock	—	1,564	—	(1,564)	—	—	—	
Disposition of subsidiary with noncontrolling interests	—	—	—	—	—	(1,125)	(1,125)	
Issuance of noncontrolling interests	—	—	—	—	—	40	40	
Distributions to noncontrolling interests	—	—	—	—	—	(4,186)	(4,186)	
<b>Net Income</b>	—	—	36,970	—	—	854	37,824	
Other comprehensive income	—	—	—	—	849	79	928	
<b>Year Ended December 31, 2013</b>	<b>372</b>	<b>1,394,621</b>	<b>1,095,270</b>	<b>(1,088,219)</b>	<b>(1,192)</b>	<b>24,576</b>	<b>1,425,428</b>	
Issuance of common stock:								
Employee Stock Purchase Plan	—	—	—	2,165	—	—	2,165	
Exercise of stock options	1	6,874	—	—	—	—	6,875	
Director stock awards	—	210	—	—	—	—	210	
Restricted stock and restricted stock units	2	199	—	21	—	—	222	
Purchase of treasury shares	—	—	—	(197,336)	—	—	(197,336)	
Amortization of share awards	—	15,119	—	—	—	—	15,119	
Cancellation of restricted stock	—	107	—	(107)	—	—	—	
Purchase of subsidiary shares from noncontrolling interests, net of tax	—	(1,242)	—	—	—	(1,868)	(3,110)	
Issuance of noncontrolling interests	—	74,810	—	—	—	77,613	152,423	
Distributions to noncontrolling interests	—	—	—	—	—	(6,070)	(6,070)	
<b>Net Income</b>	—	—	100,132	—	—	24,215	124,347	
Other comprehensive loss	—	—	—	—	(2,313)	(473)	(2,786)	
<b>Year Ended December 31, 2014</b>	<b>375</b>	<b>1,490,698</b>	<b>1,195,402</b>	<b>(1,283,476)</b>	<b>(3,505)</b>	<b>117,993</b>	<b>1,517,487</b>	

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (continued)  
(in thousands)

	SEACOR Holdings Inc. Stockholders' Equity						Total Equity
	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Loss	Non - controlling Interests in Subsidiaries	
Issuance of common stock:							
Employee Stock Purchase Plan	—	—	—	2,298	—	—	2,298
Exercise of stock options	1	1,947	—	—	—	—	1,948
Director stock awards	—	234	—	—	—	—	234
Restricted stock and restricted stock units	1	(145)	—	21	—	—	(123)
Purchase of conversion option in convertible debt, net of tax	—	(1,938)	—	—	—	—	(1,938)
Purchase of treasury shares	—	—	—	(75,342)	—	—	(75,342)
Amortization of share awards	—	14,649	—	—	—	—	14,649
Purchase of subsidiary shares from noncontrolling interests, net of tax	—	497	—	—	—	—	497
Disposition of subsidiary with noncontrolling interests	—	—	—	—	—	(1,578)	(1,578)
Issuance of noncontrolling interests	—	—	—	—	—	400	400
Distributions paid to noncontrolling interests	—	—	—	—	—	(5,199)	(5,199)
Net Income (Loss)	—	—	(68,782)	—	—	8,932	(59,850)
Other comprehensive loss	—	—	—	—	(2,115)	(429)	(2,544)
Year Ended December 31, 2015	<u>\$ 377</u>	<u>\$ 1,505,942</u>	<u>\$ 1,126,620</u>	<u>\$ (1,356,499)</u>	<u>\$ (5,620)</u>	<u>\$ 120,119</u>	<u>\$ 1,390,939</u>

The accompanying notes are an integral part of these consolidated financial statements  
and should be read in conjunction herewith.

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(in thousands)

	For the years ended December 31,		
	2015	2014	2013
<b>Cash Flows from Operating Activities of Continuing Operations:</b>			
Income (Loss) from Continuing Operations	\$ (59,850)	\$ 124,347	\$ 48,149
Adjustments to reconcile income (loss) from continuing operations to net cash provided by operating activities of continuing operations:			
Depreciation and amortization	125,987	131,819	134,518
Amortization of deferred gains on sale and leaseback transactions	(22,521)	(18,847)	(10,687)
Debt discount and issuance cost amortization, net	19,785	18,542	12,418
Amortization of share awards	14,649	15,119	14,304
Director stock awards	242	211	211
Bad debt expense	842	2,618	170
(Gains) Losses on asset dispositions and impairments, net	2,408	(51,978)	(37,507)
Debt extinguishment losses, net	28,497	—	—
Marketable security (gains) losses, net	74	(28,760)	(5,803)
Purchases of marketable securities	(72,080)	(15,810)	(7,387)
Proceeds from sale of marketable securities	91,333	6,802	12,791
Derivative losses, net	2,096	3,902	8,323
Cash settlements on derivative transactions, net	359	(5,703)	(11,398)
Foreign currency losses, net	4,752	6,335	3,351
Deferred income tax expense (benefit)	(37,930)	(17,064)	10,571
Equity in (earnings) losses of 50% or less owned companies, net of tax	40,414	(16,309)	(7,264)
Dividends received from 50% or less owned companies	15,249	9,290	9,490
Other, net	—	7,286	(339)
Changes in operating assets and liabilities:			
Decrease in receivables	74,830	7,514	8,873
Increase in prepaid expenses and other assets	(11,220)	(4,696)	(2,597)
Increase (decrease) in accounts payable, accrued expenses and other liabilities	(46,759)	16,764	4,839
Net cash provided by operating activities of continuing operations	<u>171,157</u>	<u>191,382</u>	<u>185,026</u>
<b>Cash Flows from Investing Activities of Continuing Operations:</b>			
Purchases of property and equipment	(295,930)	(360,637)	(195,901)
Proceeds from disposition of property and equipment	95,460	254,763	263,854
Investments in and advances to 50% or less owned companies	(56,188)	(90,815)	(171,476)
Return of investments and advances from 50% or less owned companies	61,479	36,311	18,268
Net advances on revolving credit line to 50% or less owned companies	(3,495)	—	—
(Issuances of) payments received on third party leases and notes receivable, net	1,241	(8,437)	16,423
Net (increase) decrease in restricted cash	16,435	(4,260)	15,301
Net (increase) decrease in construction reserve funds and title XI reserve funds	22,614	(16,283)	(66,110)
Business acquisitions, net of cash acquired	—	(35,000)	(11,127)
Net cash used in investing activities of continuing operations	<u>(158,384)</u>	<u>(224,358)</u>	<u>(130,768)</u>

SEACOR HOLDINGS INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)  
(in thousands)

	For the years ended December 31,		
	2015	2014	2013
Cash Flows from Financing Activities of Continuing Operations:			
Payments on long-term debt and capital lease obligations	(233,259)	(35,444)	(18,164)
Net borrowings (payments) under inventory financing arrangements	(2,661)	(4,240)	1,526
Proceeds from issuance of long-term debt, net of offering costs	400,115	26,916	176,586
Proceeds from issuance of conversion option in convertible debt, net of offering costs	—	—	47,157
Purchase of conversion option in convertible debt	(2,982)	—	—
Common stock acquired for treasury	(75,342)	(197,336)	—
Share award settlements for Era Group employees and directors	—	—	(357)
Proceeds and tax benefits from share award plans	4,094	9,240	19,972
Purchase of subsidiary shares from noncontrolling interests	—	(2,090)	—
Issuance of noncontrolling interests, net of issue costs	400	151,849	40
Distributions to noncontrolling interests	(5,199)	(6,070)	(4,186)
Net cash provided by (used in) financing activities of continuing operations	85,166	(57,175)	222,574
Effects of Exchange Rate Changes on Cash and Cash Equivalents	(2,113)	(3,101)	477
Net Increase (Decrease) in Cash and Cash Equivalents from Continuing Operations	95,826	(93,252)	277,309
Cash Flows from Discontinued Operations:			
Operating Activities	—	—	24,298
Investing Activities	—	—	(8,502)
Financing Activities	—	—	(14,017)
Effect of Exchange Rate Changes on Cash and Cash Equivalents	—	—	143
Net Increase in Cash and Cash Equivalents from Discontinued Operations	—	—	1,922
Net Increase (Decrease) in Cash and Cash Equivalents	95,826	(93,252)	279,231
Cash and Cash Equivalents, Beginning of Year	434,183	527,435	248,204
Cash and Cash Equivalents, End of Year	\$ 530,009	\$ 434,183	\$ 527,435

The accompanying notes are an integral part of these consolidated financial statements  
and should be read in conjunction herewith.

WITT O'BRIEN'S, LLC  
CONSOLIDATED BALANCE SHEET AT DECEMBER 31, 2015  
(in US\$)

Assets	
Current Assets	
Cash	2,926,063
Accounts Receivable	11,029,784
Prepaid Expenses	<u>1,884,051</u>
Total Current Assets	15,839,898
Non-Current Assets	
Investments	343,715
Deposits	190,647
Fixed Assets	504,321
Intangible Assets	<u>67,506,346</u>
Total Non-Current Assets	<u>68,545,029</u>
Total Assets	<u><u>84,384,927</u></u>
Liabilities & Equity	
Liabilities	
Current Liabilities	
Accounts Payable	511,046
Intercompany	226,610
Accrued Expenses	3,708,328
Other Short Term Liabilities	<u>2,908,834</u>
Total Current Liabilities	7,354,818
Long Term Liabilities	<u>339,949</u>
Total Liabilities	7,694,767
Equity	
Member Equity	48,863,377
Other Equity	25,900,970
Net Income/(Loss)	<u>1,925,813</u>
Total Equity	<u>76,690,160</u>
Total Liabilities & Equity	<u><u>84,384,927</u></u>

WITT O'BRIEN'S, LLC  
2015 CONSOLIDATED STATEMENT OF INCOME  
(in US\$)

Operating Revenue	<u>49,983,734</u>
Costs and Expenses	
Operating	33,419,943
Administrative and General	<u>12,486,856</u>
Total Costs and Expenses	<u>45,906,799</u>
EBITDA	4,076,935
Non-EBITDA Expenses	
Depreciation & Amortization	1,711,050
Interest Income	(6,496)
Interest Expense	21,043
Gain/Loss on Sales of Fixed Assets	27,312
Gain/Loss on Currency Exchange	36,180
Equity Earnings	(64,987)
Other Expense	481,218
Income Taxes	<u>(54,198)</u>
Total Non-EBITDA Expenses	<u>2,151,122</u>
Net Income	<u><u>1,925,813</u></u>

## Tab 7: Client References and Past Performance

Witt O'Brien's has extensive experience of working with our clients to connect all the interrelated aspects of planning, preparedness, response, and recovery to maximize both effectiveness and funding opportunities that may become available. We have an excellent record of exceptional service supporting local agencies, states, and the federal government in developing and implementing effective pre-disaster planning and recovery programs.

The projects presented here are a representation of our ability to consistently and successfully support our clients and execute their projects on-time, on-budget and with their complete satisfaction. The projects detailed in this section are also examples of our recent efforts and are by no means all inclusive.

### References for Debris Operations

#### Reference #1 – City of Savannah, Georgia

<b>Contact</b>	<b>Gene Prevatt, Bureau Chief Sanitation Bureau</b>
<b>Address</b>	P.O. Box 1027, Savannah, GA 31401
<b>Telephone</b>	912-651-6579
<b>Email</b>	<a href="mailto:gprevatt@savannahga.gov">gprevatt@savannahga.gov</a>
<b>Project</b>	Hurricane Matthew (DR 4283, 4284, 4285 and 4286)
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	October 2016-present

#### Reference #2 – Livingston Parish, Louisiana

<b>Contact</b>	<b>Mark Harrell, Director, Livingston Parish Office of Homeland Security and Emergency Preparedness (LOHSEP)</b>
<b>Address</b>	20399 Government Blvd., Livingston, LA 70754
<b>Telephone</b>	225-686-3066
<b>Email</b>	<a href="mailto:lohsep1@lpgov.com">lohsep1@lpgov.com</a>
<b>Project</b>	2016 Severe Storms and Flooding
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	August 2016-present

#### Reference #3 - Columbia County, Georgia

<b>Contact</b>	<b>Pam Tucker, Director</b>
<b>Address</b>	650-B Ronald Reagan Drive, Evans, GA 30809
<b>Telephone</b>	706-868-3303
<b>Email</b>	<a href="mailto:ptucker@columbiacountyga.gov">ptucker@columbiacountyga.gov</a>

<b>Project</b>	2014 Severe Winter Storm
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	February 2014-July 2014

## References for Grant Management

Reference #1 – School Board of Broward County, Florida

<b>Contact</b>	<b>Victoria Stanford, Manager</b>
<b>Address</b>	600 SE Third Avenue, 11 <sup>th</sup> Floor, Fort Lauderdale, FL 33301
<b>Telephone</b>	754-321-1900
<b>Email</b>	<a href="mailto:vstanford@browardschools.com">vstanford@browardschools.com</a>
<b>Project</b>	Grant Consulting and Multiple Hurricane Recovery Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2008-present

Reference #2 – City of Pompano Beach, Florida

<b>Contact</b>	<b>Kimberly Cristiano, CEM</b>
<b>Address</b>	100 W. Atlantic Blvd., Suite 220, Pompano Beach, FL 33060
<b>Telephone</b>	954-545-7799
<b>Email</b>	<a href="mailto:kimberly.spill-cristiano@copbfl.com">kimberly.spill-cristiano@copbfl.com</a>
<b>Project</b>	Grant Consulting and Hurricane Matthew Recovery Services
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2011-present

Reference #3 – City of Galveston, Texas

<b>Contact</b>	<b>John Simsen, Disaster Recovery Manager</b>
<b>Address</b>	PO Box 779, 823 Rosenberg, Galveston, TX 77553
<b>Telephone</b>	409-797-3500
<b>Email</b>	<a href="mailto:simsen@cityofgalveston.org">simsen@cityofgalveston.org</a>
<b>Project</b>	Grant Consulting Services and Hurricane Ike
<b>Firm's Responsibility</b>	Primary Contractor
<b>Project Duration</b>	2009-present

## Capacity

We are the current holder of the Town of Davie's disaster debris monitoring and financial recovery contract. Due to confidentiality of contract parameters and the broad scope of the request, we are not able to provide a list of current and future debris management contractual obligations and services. Witt O'Brien's has approximately 100 active stand-by contracts nationwide specific to debris monitoring services and services performed under these contracts is event driven. Specific to South Florida, we hold 29 primary contracts with services similar to those required by the Town, none of which are active for debris monitoring.

Witt O'Brien's has a long history of multiple contract activations for a single disaster event and assures the Town that such obligations will not preclude us from meeting the obligations under this contract. Our success extends to and depends on the capacity to support multiple clients at once—we have supported as many as 20 concurrent client deployments. **We recently supported simultaneous recovery efforts as result of the August 2016 floods in Louisiana, Hurricane Hermine in Florida, and Hurricane Matthew in Florida, Georgia, North and South Carolina. On these projects combined, we activated more than 500 personnel.**

## Our Current Obligations, Including Time Schedules and Staff Committed

Witt O'Brien's debris monitoring staff currently have no active contractual obligations. Our planned level of effort on a project for its staff when activated is generally full-time. The anticipated duration of involvement in a project when activated is generally through task or project completion. On-site availability for our project managers and critical staff is immediate.

## Litigation Statement

Witt O'Brien's is not currently a party to, and has not been a party to, any claim, controversy, legal dispute, litigation, bankruptcy, planned office closures, impending merger or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this Request for Proposal.

The company is involved in litigation from time to time in the ordinary course of business, however, in the last five years there has been no material litigation involving the company or officers in relation to our professional work.



## Tab 8: Price Proposal

Please see Witt O'Brien's completed price proposal form on the following pages.

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

**SECTION 5.0 PRICE FORM**

**PRICE PROPOSAL:** The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

Proposer shall complete all sections of the following price sheet. The hourly rate must include all costs associated with the performance of the contract as a result of this RFP. The pricing below must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials, items and miscellaneous expenses. All proposing firms must provide an hourly rate for every item listed below.

**Proposer shall completely fill out below the hourly rate and price per unit price total. Not applicable or NA is not acceptable and will cause your firm's response to be not accepted.**

**Part A: POSITIONS OR EQUIVALENT – HOURLY RATES**

1. Project Office/Principal	\$ <u>0.00</u> per hour
2. Project Manager	\$ <u>70.00</u> per hour
3. Operations Manager	\$ <u>55.00</u> per hour
4. FEMA Reimbursement Manager	\$ <u>98.00</u> per hour
5. Field Supervisor	\$ <u>48.00</u> per hour
6. Field Monitor	\$ <u>34.00</u> per hour
7. TDMS and Drop-Off Site Monitors	\$ <u>34.00</u> per hour
8. TDMS/Drop-Off Site Security	\$ <u>34.00</u> per hour
9. Data Manager	\$ <u>55.00</u> per hour
10. Data Support Personnel	\$ <u>29.00</u> per hour
11. GIS Specialist	\$ <u>50.00</u> per hour
12. Operations Specialist	\$ <u>42.00</u> per hour
13. Engineer/Scientist/Professional	\$ <u>110.00</u> per hour
14. Environmental Consultant	\$ <u>98.00</u> per hour
15. Environmental Field Technician	\$ <u>68.00</u> per hour
16. Administrative Support	\$ <u>27.00</u> per hour
17. Data Entry Clerk (Paper tickets as back up if needed)	\$ <u>27.00</u> per hour

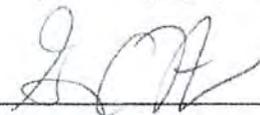
Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

*Price Form continued:*

**Part B: AERIAL PHOTOGRAPHS – PRICE PER ITEM**

Item / Description – or equivalent	Price
1. Aerial Photo Package (Five (5) Photos per flight, different locations)	\$ Cost + 15%
2. Photograph Copy Per Photo (Duplicate of Original Approved Photo)	\$ Cost + 15%
3. Additional Photographs Per Photo (same flight, same location, different view)	\$ Cost + 15%
4. Additional Location (One (1) photo, same flight, different location)	\$ Cost + 15%

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the Town of Davie. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: 

Executed by: Greg Fenton

(Type or print name)

Title: Chief Operating Officer

Today's Date: June 7, 2017

For (Company): Witt O'Brien's, LLC

Address: 2200 Eller Drive, Fort Lauderdale, FL 33316

Telephone Number: 954-627-5309 Fax Number: 954-527-1772

Contact Email: vendors@wittobriens.com

## Additional Suggestions Positions

Witt O'Brien's is pleased to add these suggested positions to supplement the services as required for the RFP.

<b>POSITION TITLE</b>	<b>HOURLY RATE</b>
<b>Grants Project Manager</b>	\$ 197.50
<b>Senior Public Assistance Specialist</b>	\$ 162.50
<b>Public Assistance Specialist</b>	\$ 143.75
<b>Senior Grant Specialist</b>	\$ 175.00
<b>Grant Specialist</b>	\$ 150.00
<b>Insurance Specialist</b>	\$ 162.50
<b>Senior Hazard Mitigation Specialist</b>	\$ 162.50
<b>Hazard Mitigation Specialist</b>	\$ 143.75
<b>Senior Planning Specialist</b>	\$ 187.50
<b>Planning Specialist</b>	\$ 150.00
<b>Subject Matter Expert</b>	\$ 200.00

## Tab 9: Other Completed Forms and Deliverables

Please see the completed Required Forms listed below on the following pages:

- A. Non-Collusive Affidavit
- B. E-Verify Form
- C. Employee Background Verification Affidavit
- D. Vendor/Bidder Disclosure
- E. Lobbying Interest
- F. Acknowledgment of Addenda
- G. Proposer Signature
- H. Drug Free Workplace Program
- I. Soliciting, Giving, and Acceptance of Gifts Policy
- J. Source of Information
- K. Indemnification Clause
- L. Public Entity Crimes
- M. Anti-Kickback Affidavit
- N. Non-Collusive Affidavit
- O. Acknowledgment
- P. Questionnaire Form

**SECTION 6.0 TOWN REQUIRED FORMS**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF Texas  
COUNTY OF Harris

Greg Fenton being first duly sworn deposes and says that:

BIDDER is the  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

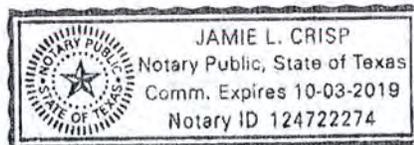
The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Subscribed and sworn to before me this 7 day of June, 2017.

[Signature]  
Notary Public (Signature)

My Commission Expires: 10/03/19



Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance



TOWN OF DAVIE  
E-VERIFY FORM

Bid No:

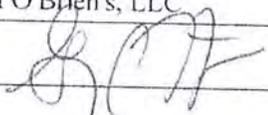
B-17-58

Project Description: Disaster Debris Monitoring Services & Financial Recovery  
Assistance

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: Witt O'Brien's, LLC

Authorized Signature: 

Print Name Greg Fenton

Title: Chief Operating Officer

Date: June 7, 2017

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Greg Fenton, Company Witt O'Brien's, LLC,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal background checks and drug test results.

Proposer's Signature



A handwritten signature in blue ink, appearing to read 'G. Fenton', is written over a horizontal line.

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

**Town of Davie  
Vendor/Bidder Disclosure**

I, Greg Fenton, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>Witt O'Brien's, LLC</u>
Address:	<u>2200 Eller Drive</u> <u>Fort Lauderdale, FL 33316</u>
FEIN	<u>27-2783923</u>
State and date of incorporation	<u>Delaware, October 29, 2009</u>

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

ship	Full Legal Name	Address	Owner-
%	_____	_____	_____
%	_____	_____	_____
%	_____	_____	_____

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

\_\_\_\_\_  
%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

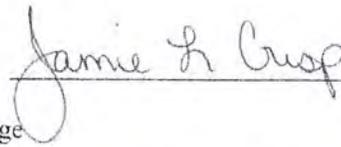
Full Legal Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

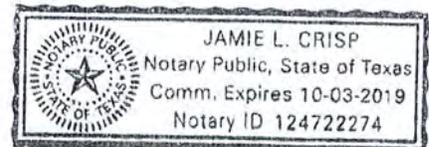
By:   
Date: June 7, 2017  
Signature of Affiant  
Greg Fenton  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 7 day of June 2017, by Greg Fenton, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

 Notary Public, State of Florida at Texas  
Large

Jamie L. Crisp  
Print or Stamp of Notary

124722274 Serial Number  
My Commission Expires: 10/03/19



**LOBBYING INTEREST**

**Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.**

I, Greg Fenton representing  
Witt O'Brien's, LLC declare that I have read the attached form and that (check one):

My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: B-17-58: Disaster Debris Monitoring Services & Financial Recovery Assistance

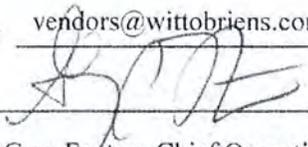
Bidder Name: Witt O'Brien's, LLC

Address: 2200 Eller Drive, Fort Lauderdale, FL 33316

Phone Number: 954-627-5234

Fax Number: 954-527-1772

e-mail Address: vendors@wittobriens.com

Signature: 

Print Name: Greg Fenton, Chief Operating Officer

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

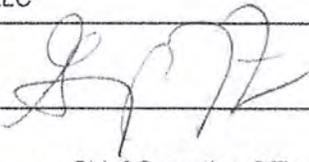
PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated May 24, 2017  
Addendum #2, Dated \_\_\_\_\_  
Addendum #3, Dated \_\_\_\_\_  
Addendum #4, Dated \_\_\_\_\_  
Addendum #5, Dated \_\_\_\_\_  
Addendum #6, Dated \_\_\_\_\_  
Addendum #7, Dated \_\_\_\_\_  
Addendum #8, Dated \_\_\_\_\_

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: Witt O'Brien's, LLC  
AUTHORIZED SIGNATURE:  DATE: June 7, 2017  
TITLE OF OFFICER: Chief Operating Officer

**Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance**

**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President <u>Tim Whipple, 1201 15th Street NW, Suite 600, Washington, DC 20005</u>	
Vice-President <u>Keith Forster, 818 Town &amp; Country Blvd, Suite 200, Houston, TX 77024</u>	
Secretary <u>William (Bill) Long, 2200 Eller Drive, Fort Lauderdale, FL 33316</u>	
Treasurer <u>Lisa Manekin, 2200 Eller Drive, Fort Lauderdale, FL 33316</u>	
Registered Agent <u>Elizabeth Apple, 1201 15th Street NW, Washington, DC 20005</u>	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Post Office Address PROPOSER:  
Witt O'Brien's, LLC

\_\_\_\_\_  
(CORPORATE NAME) twhipple@wittobriens.com

\_\_\_\_\_  
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES [ ] NO [x]

If no, give address of principal place of business: 1201 15th Street NW, Suite 600  
Washington, DC 20005

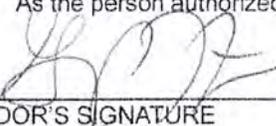
Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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



Greg Fenton, Chief Operating Officer

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

Witt O'Brien's, LLC

\_\_\_\_\_  
NAME OF COMPANY

**Town of Davie**  
**Disaster Debris Monitoring Services & Financial Recovery Assistance**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. – "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

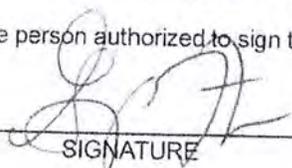
The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



Greg Fenton

SIGNATURE

PRINTED NAME

Witt O'Brien's, LLC

Chief Operating Officer

NAME OF COMPANY

TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie**  
**Disaster Debris Monitoring Services & Financial Recovery Assistance**

**SOURCE OF INFORMATION**

How did you find out about this solicitation? Check all that applies.

- |   |                                     |                       |
|---|-------------------------------------|-----------------------|
| 1. <a href="http://www.davie-fl.gov">www.davie-fl.gov</a>     | <input checked="" type="checkbox"/> |                       |
| 2. <a href="http://www.demandstar.com">www.demandstar.com</a> | <input checked="" type="checkbox"/> |                       |
| 3. The Sun Sentinel   | <input checked="" type="checkbox"/> |                       |
| 5. Referral/word-of-mouth                                     | <input type="checkbox"/>            | Specify Source: _____ |
| 6. Search Engine/Internet search                              | <input type="checkbox"/>            |                       |
| 7. E-mail, newsgroup, online chat<br>_____                    | <input type="checkbox"/>            | Specify _____ Source: |
| 8. Banner or Link on another website                          | <input type="checkbox"/>            |                       |
| 9. Flyer, newsletter, direct mail                             | <input type="checkbox"/>            | Specify Source: _____ |
| Other<br>_____  | <input type="checkbox"/>            | Specify _____ Source: |

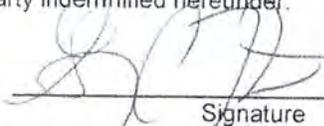
*Please note: This survey form is used for internal Procurement purposes only.*

**Town of Davie**  
**Disaster Debris Monitoring Services & Financial Recovery Assistance**

**INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Greg Fenton, Chief Operating  
Officer, Witt O'Brien's, LLC



June 7, 2017

Proposer's Name

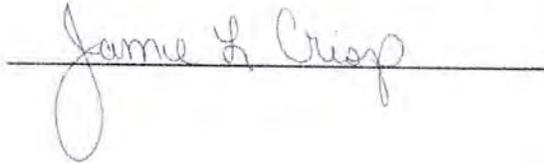
Signature

Date

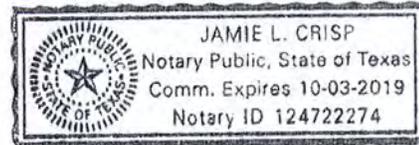
STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Greg Fenton who, after first being sworn by me, affixed his/her  
[name of individual signing]  
signature in the space provided above on this 7 day of June, 2016



NOTARY PUBLIC



Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF DAVIE, FLORIDA

By: Greg Fenton, Chief Operating Officer  
*(print individual's name and title)*  
For: Witt O'Brien's, LLC  
*(print name of entity submitting sworn statement)*

whose business address is: 2200 Eller Drive, Fort Lauderdale, FL 33316

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-2782923  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

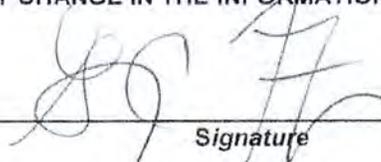
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

management of an entity.

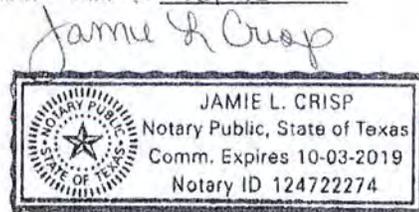
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies – **CHECK OFF ONE BOX BELOW**).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
Signature

Sworn to and subscribed before me this 7 day June, 2017

Personally known \_\_\_\_\_ Jamie L. Crisp  
OR \_\_\_\_\_ Name of Notary  
Produced identification \_\_\_\_\_ Notary Public – State of Texas

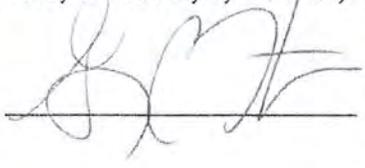


Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            }  
  }    SS:  
COUNTY OF                    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and Witt O'Brien's, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
\_\_\_\_\_

By: Greg Fenton

Title: Chief Operating Officer

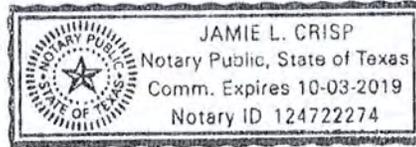
Sworn and subscribed before this

7 day of June, 2017

Jamie L. Crisp  
Notary Public, State of Florida Texas

Jamie L. Crisp  
(Printed Name)

My commission expires: 10/03/19



Town of Davie  
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NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA                    }  
  }     SS:  
COUNTY OF                            }

Greg Fenton being first duly sworn, deposes and says that:

a) He/she is the Chief Operating Officer, (Owner, Partner, Officer, Representative or Agent) of Witt O'Brien's, LLC the Proposer that has submitted the attached Proposal;

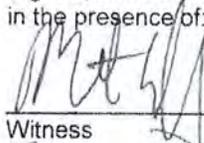
b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

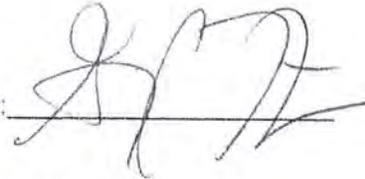
d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_

Greg Fenton  
\_\_\_\_\_  
(Printed Name)

Chief Operating Officer  
\_\_\_\_\_  
(Title)

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

ACKNOWLEDGMENT

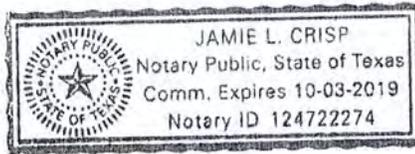
STATE OF FLORIDA            }  
  }    SS:  
COUNTY OF                    }

BEFORE ME, the undersigned authority personally appeared  
Greg Fenton to me well known and known by me to be the  
person described herein and who executed the foregoing Affidavit and acknowledged to and before  
me that Witt O'Brien's, LLC executed said Affidavit for the purpose  
therein expressed.

WITNESS, my hand and official seal this 7 day of June, 2017.

My Commission Expires:

Jamie L. Crisp  
Notary Public State of Florida at Large  
Texas



Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

PROPOSER QUESTIONNAIRE

1. Today's Date: June 7, 2017
  
2. Name of Company Submitting Proposal: Witt O'Brien's, LLC
  
3. How many years has your firm been in business under its present business name?: 4 years
4. Under what other former name(s) has your firm operated?: Witt Group Holdings; Witt and Associates
  
5. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one:  No Yes If yes, please explain: \_\_\_\_\_
  
6. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one:  No Yes  
If yes, please explain: \_\_\_\_\_
  
7. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one:  No Yes  
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_
  
8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this solicitation. Please attach certificate of competency and/or State registration. State of Florida Department of State Certificate of Good Standing M10000003124
  
9. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): See inserted sheet for pertinent experience
  
10. State the name and title of the individual who will have personal management of the work: Ryan Booth, Project Manager

**Town of Davie**  
**Disaster Debris Monitoring Services & Financial Recovery Assistance**

11. State the name and address of attorney, if any, for the firm: William (Bill) Long, 2200 Eller Drive, Fort Lauderdale, FL 33316

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: N/A

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: N/A

14. Bank references:

<b>BANK NAME</b>	<b>ADDRESS (TOWN, STATE, ZIP)</b>	<b>PHONE NUMBER</b>
Bank of New York	225 Liberty Street, New York, NY 10286	(212) 495-1784

15. Firm has attached a current Certificate of Liability Insurance?  Yes  No

16. Firm has attached a current W-9?  Yes  No

17. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. Witt O'Brien's is not currently a party to, and has not been a party to, any claim, controversy, legal dispute, litigation, bankruptcy, planned office closures, impending merger or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this RFP. The company is involved in litigation from time to time in the ordinary course of business, however, in the last five years there has been no material litigation involving the company or officers in relation to our professional work.

18. Disclosure of Conflict of Interest

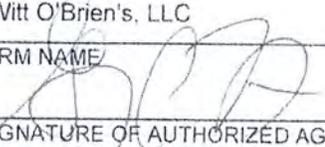
VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Town of Davie  
Disaster Debris Monitoring Services & Financial Recovery Assistance

Name Relationship  
N/A N/A

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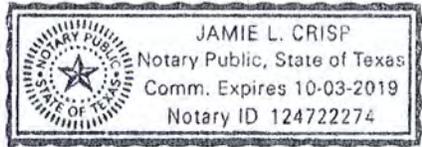
Witt O'Brien's, LLC  
FIRM NAME  
  
SIGNATURE OF AUTHORIZED AGENT  
Greg Fenton, Chief Operating Officer  
NAME & TITLE, TYPED OR PRINTED

STATE OF Texas )  
COUNTY OF Harris ) SS  
)

The foregoing instrument was sworn to and subscribed before me this 7 day of June, 2017  
by Greg Fenton who is personally known to me or produced  
as identification.

  
NOTARY PUBLIC, State of Texas  
Print Name: Jamie L. Crisp  
SEAL  
(if Corporation)

Commission No.: 124722274  
Commission Expires: 10/03/19



## About Witt O'Brien's

**Witt O'Brien's builds resilience.** As a global leader in crisis and emergency management, our innovative solutions help governments, communities, and businesses to Control the Outcome® of emergencies and crises. We make a difference by partnering with our clients to save lives, protect assets, and recover from disasters.

Witt O'Brien's was established in 2012 through the combination of the nation's top preparedness, crisis management, and disaster response and recovery organizations: Witt Associates, founded in 2001 by former Federal Emergency Management Agency (FEMA) Director James Lee Witt, and O'Brien's Response Management, founded in 1983 by Jim O'Brien, a premier leader in oil spill response management and debris management.

Witt O'Brien's brings unrivaled experience and knowledge in technical assistance and FEMA funding in connection with the application and interpretation of Federal law, regulations, and policies applicable to Federal grant programs including the Public Assistance (PA) and Hazard Mitigation Assistance (HMA) programs. Our firm brings together qualified program specialists who offer a combination of skilled project management, disaster response, and recovery technical expertise.

## Overall Disaster Debris Management Experience

Witt O'Brien's has responded to more than 20 different major disasters in the United States over the past 13 years. We assisted our clients with disaster recovery challenges and have a proven track record of successfully completing many large and complex debris removal and disposal monitoring projects. Since 2004, we have worked with city, county, and state governments and private organizations in 12 states on debris monitoring, removal, and management and pre-event planning projects.

Our success extends to supporting multiple clients at once—we have supported as many as 20 concurrent client deployments. **We recently supported simultaneous recovery efforts as result of the August 2016 floods in Louisiana, Hurricane Hermine in Florida, and Hurricane Matthew in Florida, Georgia, North and South Carolina. On these projects combined, we have activated more than 500 personnel.**

We consistently receive accolades from our clients attesting to the professional manner in which Witt O'Brien's implements improved practices; decreases unnecessary work; and facilitates accurate, safe, and FEMA-compliant completion of their debris management projects.

We are proud of our results-based accomplishments and demonstrated successes - we possess a noteworthy portfolio of clients and an unrivaled record of service supporting our clients in developing, implementing, and managing effective disaster recovery programs.

## Overall Financial Recovery and Emergency Management Services

Witt O'Brien's offers a complete range of planning, mitigation, and prevention services to better prepare an organization before a crisis occurs as well as response and recovery services to ensure an organization can respond appropriately afterward. These services range from on-call consulting to full-scale program development and implementation conducted by personnel with demonstrated expertise in EOC operations, damage assessment, Hazard Mitigation Grant Programs, Individual Assistance Program, Public Assistance Program among other areas of expertise.

No firm that provides disaster recovery consulting services at the state and local level is more experienced than Witt O'Brien's when it comes to advising clients on disaster recovery needs and providing a full range of recovery services under the Stafford Act. The most daunting and challenging issues faced by states and local governments during disaster recovery following a significant event are exactly the issues and problems Witt O'Brien's has tackled and has been successful in resolving over the past 15 years.

Witt O'Brien's experts help manage and implement critical recovery programs for disaster-impacted communities. Since 2001, we have assisted in the management and implementation of **more than \$40 billion in PA Program funding**, representing **more than 80,000 Project Worksheets (PWs)**. We have helped manage and implement **more than \$3.1 billion in HMA funds** for more than a thousand mitigation projects. Witt O'Brien's experts have helped clients justify, secure, and utilize **more than \$12 billion in disaster supplemental funding** – funding beyond PA and HMA – including monies from the Community Development Block Grant Program (CDBG).

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Witt O'Brien's, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>1201 15th Street, NW, Suite 600</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Washington, DC 20005</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>OR</b>	
<b>Employer identification number</b>	
2 7 - 2 7 8 3 9 2 3	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Elizabeth App.</i>	Date ▶ 01/11/17
------------------	--	-----------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.







# *State of Florida*

## *Department of State*

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on April 15, 2016, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of June,  
2016*



*Ken Detjen*  
**Secretary of State**

Tracking Number: CU6697449496

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## Tab 10: Business Structure & Professional Registration Certificates

It is not required to be legally licensed to perform Disaster Debris Monitoring Services and Financial Recovery Assistance. Members of Witt O'Brien's proposed project team have various FEMA training certifications. Those are available upon request and can be found in each individual's resume in **Attachment A of Tab 11**.

### State of Florida Business License

Please see the following page for the appropriate State of Florida business licenses.

# *State of Florida*

## *Department of State*

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the Twenty-seventh day of June,  
2016*



*Ken DeFina*  
*Secretary of State*

Tracking Number: CU6697449496

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