



## **PROFESSIONAL SERVICES AGREEMENT**

(FEMA funding)

(Version 1-7-2025)

This AGREEMENT ("Agreement") is entered by and between **True North Emergency Management, LLC** ("Professional"), located at **2501 Avenue J, Suite 120, Arlington TX 76006** and the **City of League City** (the "City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Debris Monitoring Services (RFP 22-025)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **August 24, 2025** and shall expire on **August 23, 2026**. City may terminate this Agreement immediately upon written notice to the Professional if: (a) Professional materially breaches any of its obligations under this Agreement and fails to remedy the breach within seven (7) days after receiving written notice from City, (b) Professional becomes insolvent, files for bankruptcy, or is subject to any similar legal proceeding. In the event of termination for cause, City shall not be required to pay any further compensation to Professional and shall be entitled to recover any damages caused by the breach or insolvency. City also reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$2,000,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and

property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.

## 6. Remedies for Breach by Professional.

- 6.1. Breach of Contract by Professional. If the Professional violates or breaches any term, condition, or provision of this Agreement, the following remedies may be pursued by the non-breaching Party, as appropriate:

- 6.1.1. Administrative Remedies. In the event of a breach, City may impose administrative remedies, which may include but are not limited to: i. Suspension of Performance: City may suspend any or all of its obligations under this Agreement, including withholding payment or refusing to approve invoices, until the breach is remedied or resolved. ii. Corrective Action: City may require the Professional to take corrective actions, including repairing, replacing, or rectifying the work or services that do not conform to the terms of the Agreement, at the Professional's sole cost and expense. iii. Replacement of Professional Personnel: If the breach is related to the performance of the Professional's personnel, City may require the removal and replacement of the personnel involved in the breach at no cost to the non-breaching Party.

- 6.1.2. Contractual Remedies and Penalties. In the event of a breach by the Professional, City may invoke the following contractual remedies and penalties, as applicable: i. Liquidated Damages: The Professional agrees to pay liquidated damages as outlined in this

Agreement, which shall apply if the Professional fails to meet the agreed deadlines, performance standards, or other critical contractual obligations. The Parties agree that the liquidated damages are a reasonable estimation of the loss incurred due to such breach. ii. Termination for Default: In the event of a material breach that is not cured within seven (7) days of written notice, City may terminate this Agreement for default. Such termination shall be effective immediately upon the expiration of the cure period, and City shall be entitled to recover damages resulting from the breach. iii. Right to Offset: City may offset any amounts owed to the Professional under this Agreement by the amount of any penalties, costs, or damages incurred as a result of the Professional's breach.

6.1.3. Legal Remedies. In the event of a breach by the Professional, City reserves the right to pursue any legal remedies available under applicable law, including but not limited to: i. Claims for Damages: City may seek compensatory damages for any losses, costs, or expenses incurred as a result of the Professional's breach. ii. Injunctive Relief: City may seek injunctive relief to prevent or restrain the Professional from continuing its breach, including but not limited to orders for specific performance or a prohibition on further violations. iii. Legal Action: City may initiate legal proceedings, including but not limited to arbitration or litigation, to resolve the dispute and seek any remedies available under law.

6.2. Sanctions and Penalties. The Professional acknowledges that any violation of the terms and conditions of this Agreement may result in sanctions or penalties, including but not limited to: a. Disqualification from Future Work: The Professional may be disqualified from being awarded future contracts or work opportunities with the non-breaching Party, either temporarily or permanently, at the discretion of the non-breaching Party. b. Blacklist: If the breach involves fraudulent, unethical, or illegal conduct, the Professional may be placed on a blacklist, which may prevent the Professional from engaging in any future contractual relationships with City or its affiliates.

6.3. Cumulative Remedies. The remedies set forth in this section are cumulative and not exclusive. City may exercise any or all available remedies (administrative, contractual, or legal) in any order or combination, and the exercise of one remedy shall not preclude City from exercising others.

6.4. Notice of Breach. City shall provide written notice to the Professional detailing the breach and specifying the applicable remedy or penalty. The Professional shall have seven (7) days from receipt of such notice to cure the breach, unless otherwise specified.

7. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may

be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

9. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
10. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
11. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
12. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

13. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
14. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. HOWEVER, PROFESSIONAL SHALL NOT BE REQUIRED TO DEFEND THE CITY AGAINST CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE, OR OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.**
15. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency

(collectively, the “Auditor”), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

19. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional’s claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
21. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
22. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
23. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
24. **Products and Materials Produced in Texas:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
25. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional’s exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City’s acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional’s responsibility.
26. **Publicity:** Professional shall not use City’s name, logo or likeness in any press release, marketing materials or other public announcement without receiving City’s prior written approval.

27. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
28. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
30. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
32. **Equal Employment Opportunity:** During the performance of this contract, the Professional agrees as follows:
  - 32.1. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 32.2. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 32.3. Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Professional's legal duty to furnish information.
- 32.4. Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.5. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 32.6. Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 32.7. In the event of Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 32.8. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional



may request the United States to enter into such litigation to protect the interests of the United States.

- 32.9. Professional agrees that it will be bound by the above Equal Opportunity Clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 32.10. Professional agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 32.11. Professional further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Professional agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
33. **Davis-Bacon Act:** If applicable but not federally required for procurements under FEMA's Public Assistance or Hazard Mitigation Assistance Programs and in addition to the requirements of this agreement, the Professional must do the following:
  - 33.1. Professional must comply with all requirements in 29 C.F.R. § 5.5(a)(1)-(11), which are incorporated into this Agreement by reference.
  - 33.2. Professional must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The Professional must report all suspected or reported violations to the federal agency.
  - 33.3. Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the Professional may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- 33.4. Per Department of Labor's implementing regulations for the Davis-Bacon Act, the Professional's contractors and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- 33.5. Professional must follow the other requirements of the Davis-Bacon Act and implementing regulations. If applicable per this section described above, the Professional must include provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.
34. **Copeland "Anti-Kickback" Act:** If applicable for all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies, the Professional must do the following:
- 34.1. Professional shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 34.2. Professional shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- 34.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 34.4. Professional must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the Copeland "Anti-Kickback" Act and the Davis-Bacon Act.
35. **Compliance with the Contract Work Hours and Safety Standards Act:** This section is If applicable for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work; not including the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.
- 35.1. Overtime requirements: No Professional or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 35.2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

35.3. Withholding for unpaid wages and liquidated damages.

35.3.1. Withholding Process. The applicable federal agency or grant recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Professional or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this contract, any other federal contract with the same Professional, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Professional. The necessary funds may be withheld from the Professional under this contract, any other federal contract with the same Professional, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Professional, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Professional's liability for which the funds were withheld.

35.3.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- 35.3.2.1. Professional's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- 35.3.2.2. A contracting agency for its procurement costs;
- 35.3.2.3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of the Professional, or Professional's bankruptcy estate;
- 35.3.2.4. A Professional's assignee(s);
- 35.3.2.5. A Professional's successor(s); or
- 35.3.2.6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

35.4. Subcontracts: Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (e) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (e) of this section." In the event of any violations of these clauses, Professional, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

35.5. Anti-Retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- 35.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;
- 35.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or this section;
- 35.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or this section; or
- 35.5.4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this section.

35.6. Professional must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

35.7. Records to be maintained under this provision must be made available by the Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

### **36. Rights to Inventions**

36.1. Applicability. This provision applies only if the FEMA award meets the definition of "funding agreement" and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

36.2. Definitions

36.2.1. "Subject Invention" means any invention of the Professional conceived or first actually reduced to practice in the performance of work under this contract.

36.2.2. "Professional" means the party to this contract who is performing the work.

36.3. Professional shall disclose each Subject Invention to the Federal Agency within two months after the inventor discloses it in writing to Professional personnel responsible for patent matters.

36.4. Professional shall elect in writing whether or not to retain title to any such invention by notifying the Federal Agency within two years of disclosure. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

36.5. Professional shall file its initial patent application on a Subject Invention within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Professional shall file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months

from the date permission is granted by the Commissioner for Patents to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

- 36.6. The Federal Agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.
  - 36.7. The Federal Agency has the right to require Professional to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Professional refuses such a request, to grant such a license itself if the Federal Agency determines that such action is necessary because Professional has not taken effective steps to achieve practical application of the Subject Invention.
  - 36.8. Professional agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States, unless a waiver is granted by the Federal Agency.
37. **Clean Air Act:** For Contracts and subcontracts greater than \$150, Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
38. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
39. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 39.1. Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 39.2. This This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 39.3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**40. Byrd Anti-Lobbying Amendment:**

40.1. Byrd Anti-Lobbying Amendment: Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

40.2. If applicable, Professional must sign and submit the following certification to the City with each bid or offer exceeding \$100,00: Appendix A, 44 C.F.R. Part 18 - Certification regarding lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements).

40.2.1. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40.2.2. At the end of the certification language, the following language must be used: "The Professional, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Professional understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

**41. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

- 41.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-
- 41.2. Prohibitions.
  - 41.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 41.2.2. Unless an exception in paragraph (c) of this clause applies, Professional and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - 41.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.2. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.3. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - 41.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 41.3. Exceptions.
  - 41.3.1. This clause does not prohibit Professional and its subcontractors from providing-
    - 41.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - 41.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 41.3.2. By necessary implication and regulation, the prohibitions also do not apply to:
    - 41.3.2.1. Covered telecommunications equipment or services that:
      - 41.3.2.1.1. Are not used as a substantial or essential component of any system; and
      - 41.3.2.1.2. Are not used as critical technology of any system.
    - 41.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 41.4. Reporting requirement.
  - 41.4.1. In the event Professional identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Professional is notified of such by a subcontractor at any tier or by any other source, Professional shall report the information in paragraph (d)(2) of this clause to the City, unless elsewhere in this contract are established procedures for reporting the information.

41.4.2. Professional shall report the following information pursuant to paragraph (d)(1) of this clause:

41.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

41.4.2.2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

41.5. Subcontracts. Professional shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

42. **Domestic Preference for Procurement:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

43. **Build America, Buy America Act (BABAA):** Professional and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Professional and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Professional and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. For FEMA financial assistance programs subject to BABAA, Professionals must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.



The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1.All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Name and Title of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Date

44. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Professional also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. Professional should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
45. **Amendments:** Any changes, modifications, amendments, addenda, change orders, or constructive changes to this contract must meet the following criteria to be allowable under a FEMA grant or cooperative agreement award: the cost must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The parties agree that changes to the method, price, or schedule of the work may be made without breaching the contract, provided that such changes are documented in writing and signed by both parties. Any changes must be supported by sufficient consideration and documented in a subsequent agreement signed by the party to be charged.
46. **Access to Records:** Professional agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 46.1. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 46.2. Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- 46.3. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and Professional acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
47. **DHS Seal, Logo, and Flags:** The City, Professional and its subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
48. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
49. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
50. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
51. **Socioeconomic Contracting:** Professional is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.
52. **License and Delivery of Works Subject to Copyright:** Professional grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Professional will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Professional will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.
53. **Build America, Buy America Act Preference:** Professional and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance

funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

54. **Creating Good Jobs:** Pursuant to FEMA Information Bulletin No. 520, Professional will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Professional commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Professional acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.
55. **Buy Clean:** The City encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration
56. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

**Executed on** \_\_\_\_\_. *(date to be filled in by City Secretary)*

**TRUE NORTH EMERGENCY MANAGEMETN, LLC - “Professional”**

Signed by:  
  
F6F45B40BD16408...

\_\_\_\_\_  
Victoria Kelley, Director of Emergency Management

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

**Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(82 pages, including this page)

Debris Monitoring Services Vendor for RFP 22-025.  
This is the first of two optional twelve month renewals on an original 3 year contract.

See following pages for details.

RESPONSE TO:

# Debris Monitoring Services For the City of League City RFP 22-025

SUBMITTED TO:

City of League City  
Purchasing Department  
144 Park Ave, Suite 100  
League City, TX 77573

JUNE 29, 2022

TRUE NORTH EMERGENCY MANAGEMENT

**Contact:** Derrick Tucker, P.E.  
2501 Avenue J, Suite 120  
Arlington, TX 76006

**Phone:** 817.548.0696

**Cell:** 601.506.3298

**Email:** derrick.tucker@neel-schaffer.com





**Proposal Cover Sheet**  
**Due Date: Wednesday, June 29, 2022 by 2:00 p.m.**

True North Emergency Management, LLC  
Name of Firm/Company

Derrick Tucker, PE Senior Vice President

Agent's Name (Please Print) Agent's Title

2501 Avenue J, Suite 120 Arlington TX 76006  
Mailing Address City State Zip

817-548-0696 derrick.tucker@neel-schaffer.com  
Telephone Number Email Address

 June 27, 2022  
Authorized Signature Date

**Proposal Submission Checklist**

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive) -  
Electronic Submission
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

**Proposal Certification and Addenda Acknowledgement**

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 DT Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_





June 29, 2022

City of League City  
Purchasing Department  
144 Park Ave, Suite 100  
League City, TX 77573

RE: RFP 22-025 – DEBRIS MONITORING SERVICES

To whom it may concern:

True North Emergency Management, LLC is pleased to present our qualifications to the City of League City (City) to provide debris monitoring and consulting services. True North Emergency Management is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc. specializing in emergency management and debris monitoring services. The True North team is headquartered in Arlington. The True North team has almost two dozen full-time employees with permanent residences in Texas. All of them have experience with disaster debris management. True North has several other project managers and supervisors living throughout Texas, each are debris subject matter experts. Having expertise and resources in close proximity has proven invaluable on past disaster response missions, assisting with increased efficiency of project startup, continuity of field operations, and follow through with thorough project documentation support. The True North team is very committed to providing exemplary monitoring services to the City on this important disaster recovery project.

The True North team has managed billions of dollars in disaster recovery projects over the last 20 years. ***These services have included FEMA Public Assistance (PA) consulting, debris monitoring, project worksheets, housing programs, CDBG-DR, emergency management planning, and our most recent PA consulting with the COVID-19 pandemic.*** We have assisted hundreds of impacted communities with program management, financial recovery, debris management, technical assistance, Private Property Debris Removal (PPDR – ROE programs) and disaster debris management planning (DDMP). True North and Neel-Schaffer have also provided engineering related recovery services such as environmental reviews, damage assessments, cost estimations and inspection services. True North has provided disaster recovery services in nine of the ten FEMA regions; providing services for cities, counties, states, federal agencies, private industry and tribal governments. This includes successful management of local government reimbursement processes from numerous federal agencies including FEMA, Federal Highway Administration (FHWA) and Housing & Urban Development (HUD / CDBG-DR).

True North debris projects have included both public and private property, as well as residential, commercial, and institutional structure demolition and other specialized monitoring. We have monitoring experience on all types of disaster debris, including: vegetative debris, hazardous trees and limbs, C&D debris, E-waste, marine debris, abandoned vehicles, derelict vessels, pier demolition debris, hazardous waste, white goods, structure demolition, RACM, ash, beach sand cleaning and contaminated debris.

We are confident that True North is the best qualified firm to provide debris monitoring and disaster recovery management services for the City. Our recovery team is centered around the expertise of more than a dozen Subject Matter Experts, formerly with the USACE along with three former FEMA Debris Specialists. We have the experience, ability and the depth of staff required for this contract. Our top priority is to ensure maximum eligible federal funding and we are prepared to assist the to achieve this goal.

Our experience in debris monitoring and disaster recovery management efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are instrumental to recovery following the devastation caused by disasters. True North will provide an





exceptional staff of qualified and experienced managers and supervisors. We will hire and train and equip qualified local residents as debris and vessel removal monitors. Debris and vessel removal monitors will be trained on all aspects of debris eligibility, recognizing ROW, Automated Debris Management System (ADMS) electronic documentation, and especially safety on the project.

True North Emergency Management prides itself on providing a best value service that optimizes experience, quality, cost and efficiency. True North has the demonstrated ability, capacity and skill to provide the services required for comprehensive debris management. The quality of performance in our previous contract activations is a testament to the value of providing exceptional staff and leadership. Our staff is highly regarded in the debris management field and has the integrity, reputation, and experience necessary to assist the City in its disaster recovery efforts.

All our employees, both permanent and temporary, must pass drug screening and a work eligibility check before joining the True North work force. Our commitment to providing the highest quality of service in a safe and timely manner is what sets True North apart from its competitors.

With our advanced ADMS, True North leads the industry with data management, electronic ticketing, and data collection requirements. Our reporting and mapping are all customizable to meet the needs of the City. All of our debris removal operations for are recorded utilizing our state-of-the-art electronic ticketing and data management system including our current monitoring projects in response to Hurricanes Laura, Sally, Delta and Zeta. Having a scalable and dynamic debris monitoring application has allowed True North to quickly add field units to ensure ADMS continuity throughout the lifecycle of our projects.

The True North team is committed to minimizing costs to the City through competitive hourly rates along with careful management of work force size and working hours. We will work closely with the City in developing staffing levels to ensure adequate oversight and documentation of the project while minimizing costs to the City as well as the public. We take very seriously the challenge of managing a quick, effective debris removal project, while maximizing federal and state reimbursement. True North has a proven track record of getting our clients full reimbursement of all eligible debris removal and monitoring costs.

If we can be of any immediate assistance, or if you have any questions regarding this proposal, please feel free to contact us at any time.

Sincerely,

True North Emergency Management, LLC

A handwritten signature in blue ink that reads "Derrick Tucker". The signature is fluid and cursive, with the first name "Derrick" and last name "Tucker" clearly distinguishable.

Derrick Tucker, P.E., Senior Vice President

Cell: 601.506.3298

Email: [derrick.tucker@neel-schaffer.com](mailto:derrick.tucker@neel-schaffer.com)

# GENERAL BUSINESS INFORMATION

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## True North Emergency Management, LLC

a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc.

### True North Headquarters

#### ARLINGTON, TX

2501 Avenue J, Suite 120

Arlington, Texas 76006

Phone: 817-548-0696

Fax: 817-265-8532

### Support Office Location

#### HOUSTON, TX

13430 Northwest Freeway Suite 650

Houston, TX 77040-6000

Phone: 713-783-7117

Fax: 713-783-5431

### Contract Manager

#### Derrick Tucker, P.E., Sr. Vice President

Cell: 601-506-3298

Phone: 817-548-0696

Email: [derrick.tucker@neel-schaffer.com](mailto:derrick.tucker@neel-schaffer.com)

### Secondary Contact

#### Richard Sosebee, Project Manager

Cell: 662-934-0016

Phone: 817-548-0696

Email: [rsosebee@truenorthEM.com](mailto:rsosebee@truenorthEM.com)



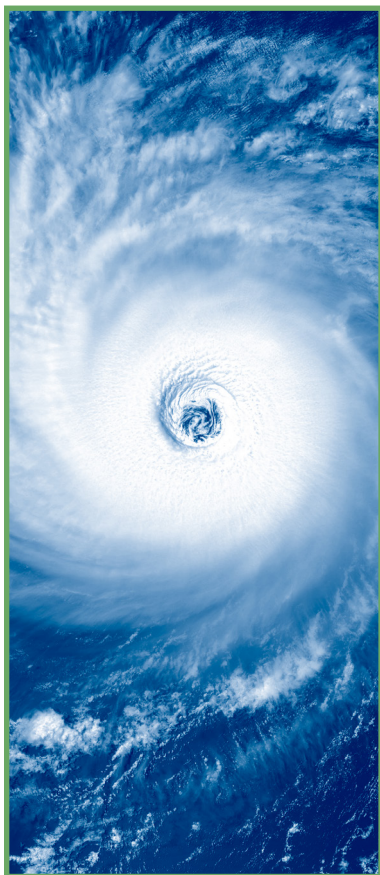


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## TRUE NORTH

## COMPANY OVERVIEW



True North is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc., specializing in emergency management and debris monitoring services. We provide comprehensive Emergency Management services in local, state, tribal, and commercial locations throughout the nation. We have demonstrated experience in supporting clients affected by all types of disasters, having worked on many of the largest disasters in American history including Hurricanes Katrina, Sandy, Matthew, Harvey, Irma and Michael as well as the BP Oil Spill.

Neel-Schaffer has been in business since 1983 with approximately **500 full-time employees**. In 2010 Neel-Schaffer reorganized its emergency management department and formed True North Emergency Management. This was done in order to enable in-house subject matter experts in Emergency Management, Public Assistance and Debris Management Planning to focus on emergency preparedness and response services for its clients.

Neel-Schaffer and True North collaborate on many projects to augment our extensive knowledge of emergency management and debris monitoring with engineering and construction expertise to achieve the optimal project outcome. Having both engineering and debris monitoring qualifications as well as experience with state and federal programs, funding sources and reimbursement services makes us uniquely qualified to respond to this contract.

True North / Neel Schaffer (hereinafter referred to as True North) has provided comprehensive disaster recovery services to numerous clients across the United

State, Puerto Rico and the US Virgin Islands. True North has assisted in many phases of disaster recovery process including PA Consulting, Debris Monitoring, Project Management, Grant Management, Hazard Mitigation, Inspection and Housing Projects.

True North has a strong track record of full reimbursement of eligible project costs. In order to continue to receive full reimbursement, True North is very diligent in Project Management, documentation, training, eligibility determination, and Quality Control/Quality Assurance.

The True North team has worked closely with state and federal funding agencies for over 20 years in project funding, start up, documentation, invoice review, and payment follow up. We have worked in 9 different FEMA regions and have proven experience working with FEMA FHWA, and the Natural Resource Conservation Service (NRCS). We have also worked with several DOT's and state emergency management agencies in numerous states to achieve full eligible federal reimbursement through FEMA and FHWA programs.

Our staff includes the expertise of several former FEMA Public Assistance (PA) specialists, along with more than a dozen Subject Matter Experts formerly with the USACE. These experts have a cumulative experience of over 350 years. Currently, the True North team sets the standard for emergency management services with our decades of experience, wealth of expertise, and long-term commitment to project success.

We believe True North is the best qualified firm to provide **Debris Monitoring Services** for the City of League City. Our primary focus will be providing the highest level of service to the City. Our extensive experience in managing contractors enables True North to manage debris removal contractors to best serve the City and its citizens.

## THE TRUE NORTH DIFFERENCE

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True North Emergency Management prides itself on providing a best value service that optimizes experience, quality, cost and operational efficiency. True North has consistently demonstrated the ability, capacity and skill needed to provide the services required by the City of League City. The quality of performance in our previous contract activations is a testament to the value of providing exceptional staff and experienced leadership. Our staff is highly regarded in the debris management field and has the integrity, reputation, and experience necessary to assist the City of League City in its disaster recovery efforts.

Our management team is composed of some of the most experienced disaster debris response and recovery people in the country. **Richard Sosebee**, with over 15 years of experience, will be the Project Manager assigned to the City of League City. With his considerable experience managing disaster recovery construction and debris hauling contractors, Mr. Sosebee brings to this project a valuable understanding of thorough and effective project management.

Along with our USACE Subject Matter Experts, True North also employs several experts in the field of disaster recovery including several former FEMA Debris Specialist with expertise in several areas of disaster recovery including Debris Removal, Public Assistance, Funding and Hazard Mitigation.

We believe True North is the best qualified firm to provide debris management and monitoring for the City of League City. Our primary focus will be providing the highest level of service to the City. Our extensive experience in managing contractors enables True North to manage debris removal contractors to best serve the City and its citizens.

**True North has a 100% success rate adhering to FEMA Public Assistance regulations.**

**True North has no closed, active, and pending FEMA disputes, audits, or lawsuits.**

**True North has no unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.**

**True North has never had any contracts that have been terminated unfavorably.**

**True North has never failed to complete a project.**

## RESPONSE CAPACITY

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True North will meet the immediate needs of the City of League City with a combination of experienced employees from nearby permanent offices, hurricane debris management experts from across the South, and locally hired and trained personnel.

The size of our firm (about 500 full-time employees) allows us the ability to draw resources from many offices to meet the immediate needs of the community. These employees are returned to their home offices as soon as local employees can be hired to fill the majority of the hourly monitoring positions. Using local monitors is key to the success of our debris removal program, and consistent with the goals of the Stafford Act to help the local economy recover.

True North has provided emergency management services for multiple government agencies numerous times. On seven separate occasions, we have responded and provided services in ten to twenty communities simultaneously. This occurred following Hurricane Katrina in 2005, Hurricane Ike in 2008, Hurricane Sandy in 2012, Winter Storm Pax in 2014, Hurricane Matthew in 2016 and Hurricanes Harvey and Irma in 2017. In 2009, True North responded simultaneously to over ten communities in five different states across three separate FEMA regions.



Our team mobilized more than 450 temporary employees following the 2014 winter storms in South Carolina. We mobilized 250 temporary employees to meet the needs from Hurricane Sandy in 2012 and 2013 in the Northeast. True North also mobilized hundreds of monitors following Hurricane Katrina (MS) in 2005/2006 and Hurricane Ike (TX) in 2008/2009. We provided monitoring of thousands of workers during cleanup of the BP Gulf of Mexico oil spill in 2010 and 2011. These are just a few of the projects for which we have provided monitoring services over the past 10 years. We had more than enough supervisory staff to oversee the debris monitoring services.

True North's success in managing disaster debris removal, in particular following Hurricanes Michael, Harvey, Irma, Matthew, Sandy, Isaac, Irene, Ike, Rita, and Katrina, is a testament to our ability to work effectively in complex situations. We have highly trained professionals who can complete the job in a cost-effective manner. Our company values are based on quick response, local hiring, client service, ethical practices, full eligible reimbursement, and sensitivity to the environment. Our staff places the utmost importance on accounting procedures and implementing accurate and comprehensive reporting. True North's objective is to achieve full reimbursement for all eligible disaster recovery costs from appropriate federal and state agencies.

True North has never failed to respond to a contract activation, regardless of existing contractual obligations. To successfully manage multiple contracts, True North reviews its projected workload and frequently assesses our staffing commitments to ensure our team can provide exemplary service to our clients.

**True North Emergency Management has proven experience with:**

- The Robert T. Stafford Act and its associated policies;
- The Sandy Recovery Improvement Act;
- FEMA Public Assistance Program and Policy Guide (PAPPG);
- FHWA;
- HMGP;
- CDBG;
- Detailed Damage Analysis
- FEMA Project Worksheets (PWs)
- Purchasing and Procurement Policies;
- Insurance;
- Hazard Mitigation Grant Programs (404 and 406);
- 428 Alternative Procedures Program; and
- Housing and Urban Development Community Development Block Grants.

## LOCATION & LOGISTICS

The geographic advantage of having multiple offices located in Texas, but outside and adjacent to the affected area of a storm impact allows for a more focused event response. Our continuity of operations will help to ensure a rapid response from key staff but also gives us the logistical advantage of having resources and support staff located in an unimpacted or less affected area. This will allow our focus to be concentrated on the response and recovery of the City of League City.

Following a disaster, lodging and supplies are limited or totally unavailable. As we have done in the past, True North is prepared to provide supplies and equipment for key personnel including food, water, and lodging, as well as communications, transportation, computer, and generator equipment. During all phases of mobilization and operations, we will provide for adequate personnel supplies and equipment including radios, vehicles, cell phones, GPS units, e-ticket units, digital cameras and safety equipment.

MOBILIZATION RESOURCES AND EQUIPMENT	
<b>Offices and Supplemental Staff</b> - We have locations throughout the South East with available supplies, equipment and supplemental staff.	<b>Field Supplies</b> - Required Forms, Maps, Measuring Tapes, Spray Paint, Batteries, Ladders, Folding Tables, Chairs, Canopies, Tents, and Gas Cans
<b>ADMS Hand Held Units and Printers</b> - more than 300 Units for E-Ticketing / 30 DMS Tower Systems / <b>25 cases of HHU printer paper</b>	<b>Safety Gear</b> - Reflective Vests, Hard Hats, Eye and Ear Protection, Rain Gear, 7 survival suits
<b>Generators &amp; Battery Packs</b> - 5 Generators / 15 Power Packs	Communications - more than 100 cell phones / 25 Wi-Fi Hot Spots / 130 Tablet PCs
<b>GPS Units and Digital Cameras</b> - More than 100 of each	Work Stations - 20 computers with Monitors / 15 printers
<b>All required Forms and Office Supplies</b>	2 Mobile Supply Trailers

The above listed equipment will be available to perform debris monitoring services for the City of Gulf Shores. True North will acquire additional equipment, if needed, to perform debris monitoring services.

## REGIONAL PRE-EVENT CONTRACTS

City	
Alvin	Mont Belvieu
Aransas Pass	Morgan's Point
Baytown	Nassua Bay
Clute	Nederland
Deer Park	Pasadena
Groves	Port Neches
Ingleside	Richwood
Jamaica Beach	Rowlett
La Porte	Taylor Lake Village
County	
Burnet	Refugio
Chambers	San Patricio

## KEY STAFF

Project Manager - Richard Sosebee  
 Operations Manager - Dade Duke  
 Field Supervisor - Olen Burditt  
 Field Supervisor - Stan Akin  
 Field Supervisor - Bobby Wells, PE  
 Field Supervisor - Ronda Miller  
 Field Supervisor - Danny Richardson  
 Field Supervisor - David Francis

## SPECIAL DISASTER RECOVERY PROGRAM MANAGEMENT

### DEBRIS REMOVAL AND RESTORATION OF CANALS AND WATERWAYS

True North has monitored the removal of debris from rivers and canals on several projects. Most recently we monitored debris removal in 7 different regions for the South Florida Water Management District (SFWMD) following Hurricane Irma. This project included more than 100 canals and/or navigable waterways resulting in monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal at a total cost of more than \$10 million. We also provided marine / canal/ waterway debris monitoring for numerous communities following Hurricanes Katrina, Ike Isaac, Sandy and the catastrophic 2008 flood in Cedar Rapids, Iowa.

Following Hurricane Ike in 2008, we monitored debris removal for waterways throughout the Houston / Galveston area for the GLO. Potential debris “targets” were identified using side scan sonar, were approved by the state, and were then removed or cleared. We monitored the removal or clearance of approximately 10,000 potential debris targets.

### LEANING TREE AND HANGING LIMB REMOVAL

True North is very experienced in the monitoring of the removal of hazardous trees and limbs. We are familiar with FEMA eligibility requirements as well as the necessary documentation procedures. Our experience includes many recent projects resulting from Hurricanes Irma, Harvey and Matthew. Also following Winter Storm Pax, we successfully monitored 230,000 hazardous trees for hanging limb and leaner removals.

True North also has experience assisting our clients with the Pre-Validation and mapping of eligible trees and hanging limbs to streamline the removal process, ensure FEMA eligibility requirements and to prevent abuse or unnecessary tree removal.

### CLEANING AND RESTORATION OF SHORES

True North has extensive experience monitoring the cleaning and restoration of shores. We have monitored beach cleaning, sand screen, sand replacement, and related activities following numerous disasters including Hurricanes Ike, Isaac and Sandy recently. Following Hurricane Ike in 2008, True North monitored the cleaning of approximately 60 miles of shoreline for the Texas GLO in the Houston / Galveston area. This project included all of the impacted state-owned shoreline, as well as marine debris removal from Sabine Lake, the Gulf, and Galveston, Trinity, East, and West Bays. This included work in the Counties of Harris, Chambers, Galveston, Brazoria and Orange.

Visible debris was first removed from shorelines and beaches by hand or mechanized equipment. Where significant debris remained, rakes mounted on equipment were used to “rake” the sand down 8 to 12 inches to remove debris. In many areas where debris was covered by sand, the sand was removed, screened, replaced and graded. Approximately 1 million cubic yards of sand was screened on this project. Other sand and shoreline projects include Dauphin Island, Alabama and the New Jersey DEP.

### PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)

True North has monitored the removal of debris from private property on several projects involving more than 10,000 properties. Most Recently True North provided Monitoring of Private Property Debris Removal (PPDR) following the devastating 2015 wildfire season in California for the California Department of Resources Recovery and Recycling (CalRecycle). True North as monitored PPDR following many other disasters including Hurricane



Sandy, Severe Flooding in Cedar Rapids, Iowa and Hurricane Katrina, where we successfully monitored the removal of approximately 3 million cubic yards of debris from more than 5,000 right-of-entry properties for the City of Biloxi.

### **MOTOR VEHICLES REMOVAL**

Several projects monitored by True North over the last ten years have included the removal of abandoned vehicles. This includes projects for the City of Biloxi, Texas GLO, and the Counties of Jackson and Hancock. Removed vehicles must be stored during an ownership reconciliation process according to state law. We monitored the removal of abandoned vehicles in the Houston / Galveston area following Hurricane Ike in 2008.

### **BOATS REMOVAL/MARINE STAGING**

True North has monitored the removal of marine debris and abandoned vessels following several disasters, including Hurricanes Katrina, Ike and Sandy. This includes several large vessel removal projects in coastal Mississippi communities, as well as vessel removal from the waters of Texas following Hurricane Ike. We monitored the removal of over 100 vessels from five major bays in the Houston / Galveston area, including Galveston Bay. We also verified the vessel staging and ownership reconciliation process in accordance with Texas law.

### **HAZARDOUS WASTE AND CONTAMINATED DEBRIS MANAGEMENT**

True North monitoring projects have included monitoring of multiple waste streams, including hazardous and contaminated waste, electronics waste, HHW and white goods. These projects included work in response to numerous disasters including hurricanes, tornadoes, and oil spills. We provided over 50 personnel on a two year project to monitor the removal of oil, tar, and contaminated debris following the Deepwater Horizon oil spill in the Gulf of Mexico. This included safety monitoring of the contractor's operations, as well as tracking of quantities of hazardous and contaminated debris removed. True North monitored this work in Mississippi and Florida, including the shorelines of several counties and several islands.



## SUMMARY OF STAFF QUALIFICATIONS

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True North has the experience and capability to provide debris removal monitoring services to the City. Our staff is augmented with the expertise of 13 Subject Matter Experts, formerly with the USACE along with 3 former FEMA Debris Specialists. These experts have a cumulative experience of over 300 years. Currently, True North sets the standard for debris monitoring and management with our decades of experience, wealth of expertise, and long-term commitment to project success.

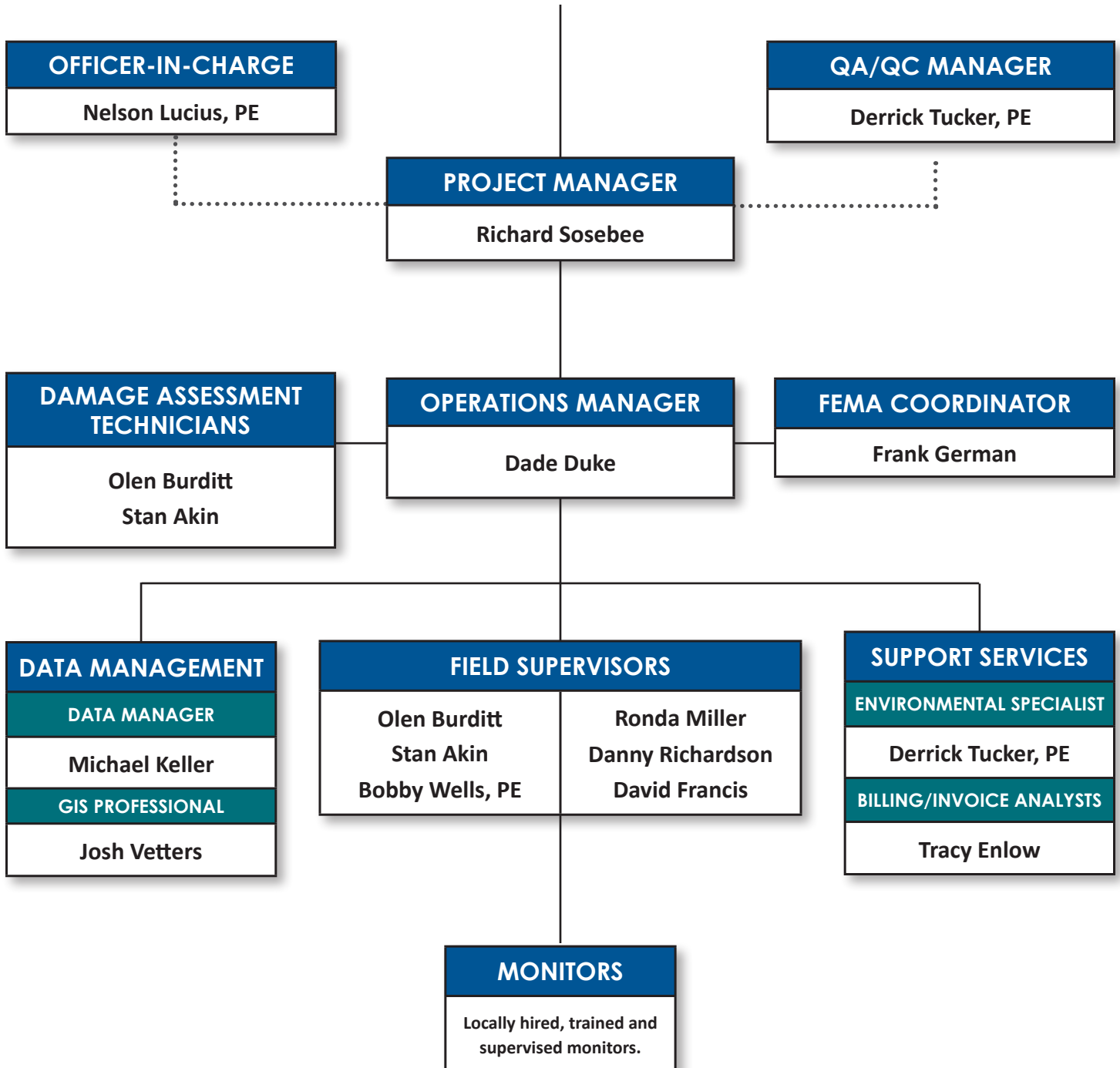
The successful completion of complex Emergency Management services requires a project team with the highest qualifications and proven experience with similar projects. True North is uniquely qualified and completely prepared to assist the City with debris removal monitoring and the corresponding recovery of the community.

Our experienced managers and supervisors understand the issues and unique challenges of the City, and will have an organized and focused approach to this project. We are confident True North is the best qualified firm to provide debris management and monitoring services for the City. We have the experience, ability and the depth of staff required for this contract. Our top priority is to ensure maximum eligible federal funding and we are prepared to assist the City to achieve this goal.

True North has very broad debris experience, including the monitoring of marine debris, waterway debris, beach debris, and nature facilities. True North monitored the debris removal from all affected state-owned waters in Texas following Hurricane Ike. This included monitoring debris removal from numerous waterways and marinas as well as debris removal from over 350,000 acres of water. Our monitoring experience includes private property/ROE work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance. True North monitored the sand removal and beach cleaning in Dauphin Island, AL, following Hurricane Isaac in 2012, and monitored tornado debris removal for the cities of Hoover and Leeds, AL, and simultaneously Bradley County and Chattanooga in Tennessee.

We believe True North is the best qualified firm to provide debris management and monitoring for the City. Our primary focus will be providing the highest level of service to the City. Our extensive experience in managing contractors enables True North to manage debris removal contractors to best serve the City and its citizens. Our experience in debris monitoring efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the recovery from the devastation left by disasters. True North will provide qualified managers and supervisors, who will hire local residents to be debris collection monitors. Our debris collection monitors will be thoroughly trained on all aspects of debris eligibility, recognizing ROW, properly completing documentation, and safety.

# ORGANIZATIONAL CHART



# K. NELSON LUCIUS, PE

PROFESSIONAL ENGINEER

Mr. Lucius joined Neel-Schaffer in 1990 and has 32 years of experience in emergency management and civil engineering. He is a Senior Vice President of Neel-Schaffer and Manager of True North Emergency Management. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disasters, including hurricanes, tornadoes, wildfires, winter storms, floods, and man-made disasters. He completed several debris monitoring projects for public entities over the past 10 years that included over 1 million cubic yards of debris. Mr. Lucius has experience working with federal, state and local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies and procedures. Mr. Lucius has participated in special disaster recovery program management services, including private property/right-of-entry work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Mr. Lucius also has project management and design experience on several debris site, roadway, utility and landfill projects, including planning, conceptual design, site development, final design and permitting. Mr. Lucius has been responsible for project management during the planning, design, bidding and construction phases of projects.

EDUCATION

Bachelor of Science,  
Civil Engineering,  
Mississippi State University, 1982

Master of Business  
Administration,  
Houston Baptist University, 1988

TRAINING/  
CERTIFICATIONS

Professional Engineer:  
Mississippi, 10619  
Texas, 65649

IS 800 National Response  
Framework  
IS 700 Introduction to NIMS  
ICS 100,200,300

PROFESSIONAL SKILLS

Project Management  
Operational Management  
Client Representative  
QA/QC  
Logistics

RECENT RELATED EXPERIENCE

**Hurricane Harvey and Hurricane Irma 2017 - Officer-in-Charge for 25 contract activations throughout Texas and Florida.**

**Hurricane Mathew, South Carolina Department of Transportation (SCDOT) - 2016**  
On-site Officer-in-Charge monitoring the removal of debris from SCDOT ROW and the removal of hazardous trees and hanging limbs in 10 counties. The project included removing, hauling and processing more than 1 million cubic yards of storm generated debris including the removal or trimming of thousands of storm damaged trees.

**Debris Monitoring and Public Assistance Consulting, Texas Department of Transportation (TxDOT) - 2015**  
Mr. Lucius was the Officer-in-Charge for monitoring the removal of flood generated debris and for assisting TxDOT with the financial recovery process. True North provided services related to flood damage following multiple flood events in 2015. This work was related to damage in more than 15 counties within the Austin, Dallas, Fort Worth, Houston and Tyler Districts. We prepared Detailed Damage Inspection Reports (DDIR) and other documentation on FHWA eligible projects. We communicated with local TxDOT and local government representatives to develop project cost estimates and documentation to support federal reimbursement. True North also assisted in preparing documents such as Project Worksheets (PWs) on potentially FEMA eligible projects. We provided assistance on more than 100 projects for TxDOT districts that are potentially eligible for FHWA or FEMA reimbursement. True North has had an as-needed emergency management agreement with TxDOT since 2010.

K. NELSON LUCIUS, PE(PAGE 2)

Project Initiation

Organizational Leadership

Resource Allocation and Planning

Debris Management Planning

Winter Storm Pax, South Carolina Department of Transportation (SCDOT) - 2014

On-site Officer-in-Charge for monitoring the removal of debris generated by Winter Storm Pax in 2014. True North monitored the removal of debris from SCDOT ROW and the removal of hazardous trees and hanging limbs. The project included removing, hauling, processing, and recycling more than 1.5 million cubic yards of ice storm debris and removing or trimming more than 225,000 storm damaged trees. Work areas covered more than 7,000 miles of roadway.

Black Forest Wildfires, El Paso County, CO - 2013

Mr. Lucius was Officer-in-Charge for monitoring the mitigation of approximately 10,000 fire damaged trees following the Black Forest Wildfire in 2013. Trees killed by the wildfire (and trees not expected to survive due to fire damage) were removed from public property and public ROW, to mitigate the hazard of damaged trees falling on people, property, and roadways. True North utilized the North Track E-ticketing and Data Management System to document the tree removal process. Eligible hazardous trees on public property and public ROW were identified and documented by True North prior to removal. Our documentation included marking trees, recording GPS coordinates, photographing trees, and recording other critical information such as date and street location.

# RICHARD SOSEBEE

Mr. Sosebee joined True North Emergency Management in 2016 as a Project/Operations Manager with over 12 years of experience in debris management. With his considerable experience managing debris hauling contractors, Mr. Sosebee brings to True North a valuable understanding of the complete debris removal operation. His knowledge and experience in both monitoring and hauling makes him uniquely qualified for complex emergency operations. Mr. Sosebee has focused his efforts the improvement and innovation of our program management processes. His approach to client representation has helped set a new standard for client satisfaction within True North.

As a Project Manager, Mr. Sosebee has supported multiple debris operations through mobilization, project initiation, lifecycle project management, logistics, data management and permitting debris sites. Most recently, he was utilized as an expert for the US Army Corps of Engineers in Puerto Rico following the devastation of Hurricane Maria as well as a Public Assistance Debris Specialist for the Seminole Tribe of Florida following Hurricane Irma.

## EDUCATION

University of Southern Mississippi  
1980-1983  
Construction Engineering Technology

## TRAINING/ CERTIFICATIONS

- USACE Level Two PRT, 40 hrs. Debris Planning and Response
- USACE Level One PRT, 40 hrs. Debris Planning and Response
- EMA Debris Operations, 36 hrs.
- IS 800 National Response Framework
- IS 700 Introduction to NIMS and ICS 100/200
- 40 Hour HAZWOPER
- 8 Hour HAZWOPER Supervisor
- FEMA IS 632 Introduction to Debris Operations
- IS 633 Debris Management Plan Development

## PROFESSIONAL EXPERIENCE

### Hurricane Michael, Panhandle of Florida, 2018-2019

Project Manager overseeing disaster debris removal and disposal activities for FDOT and several counties in the Florida Panhandle, including state, county and local roads. He was responsible for more than 150 project supervisors and inspectors, including daily scheduling, data collection and reporting, all which required coordination with multiple consultants, contractors, and client liaisons.

### USACE Debris Mission Specialists - San Juan, Puerto Rico, 2018

Debris Mission Specialists for the USACE in the recovery effort following the devastation of Hurricane Maria. Responsible for assisting in the closeout and finalization of the debris mission including debris site documentation, project debris verification, reconciliation, and QA/QC. Also assisted in the process development of an Operational Plan to identify, estimate and handle the culturally sensitive hardwoods of Puerto Rico.

### USACE Debris Mission Specialists - Anniston, AL, 2018

Provide support for the USACE and FEMA following the 2018 tornado. Responsibilities included the support of daily operations , QA/QC, invoice review and progress reporting.

### Seminole Tribe of Florida – Debris Specialists for PA, 2018

Responsibilities included overseeing project development, assisting with preparation and submission of projects and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

### Hurricane Harvey, Coastal Texas, 2017 - 2018

Lead Project Manager overseeing the Hurricane Harvey recovery efforts for South Texas. This included overseeing the day to day operations of 8 separate activated contracts supported by a staff of 10 Supervisors and over 50 Monitors.



RICHARD SOSEBEE (PAGE 2)

TRAINING/  
CERTIFICATIONS  
(CONTINUED)

OSHA 30 General Industry

Hazardous Waste Management

Hazardous Materials  
Management

PROFESSIONAL SKILLS

Project Management

Operational Management

Field Supervision

DMS Permitting

Client Representative

Damage Assessment

Debris Estimator

Monitor / ADMS Training

ADMS Field Support

QA/QC

Organizational Leadership

Resource Allocation and Planning

Debris Management Planning

Contractor Invoice Reconciliation

Hurricane Matthew, South Carolina Department of Transportation 2016-2017

Served as Project Manager / Field Supervisor over the SCDOT Monitoring Contract in Marion County SC. Duties Include: Interview and process new hire employees for monitoring positions, conduct monitor training on debris eligibility and automated debris management system, ensure eligible debris entered in the multiple billing zones, and reconcile load tickets daily.

USACE Sardis Lake, MS, 2011-2016

Served as Project Manager on the Operational and Management contract at Sardis Lake for the UASCE. Sardis Lake is a flood control reservoir consisting of over 98,000 acres. Responsible for all personnel assigned to the contract effort at Sardis Lake for the smooth and efficient operation of all contract duties. Monitor day-to-day operations to ensure that work is accomplished in accordance with the contract instrument and to the complete satisfaction of the Corps of Engineers.

REOP Inc. – Owner/ President, 2004 to May 2011

Served as President in charge of operations. I served Project Manager for FEMA for Blocking, Leveling, and Anchoring of Travel Trailers in Mississippi, FEMA Solid Waste Contracts in Mississippi and Alabama, Ottawa County, Oklahoma Debris Removal and Claremore, Oklahoma Debris Removal contracts and Grounds Maintenance Contract for FEMA in Mississippi.

Hurricane Katrina, Slidell Louisiana, Ceres Environmental, 2006

Operations Manager responsible for coordination, scheduling and completion of over six thousand ROE’s in the city of Slidell, LA. This was accomplished with an excellent working relationship between Ceres, USACE and local officials.

Hurricane Katrina, Forrest and Lamar Counties, MS, AshBritt Environmental, 2006

QC Manager responsible for Quality Control employees to ensure over one hundred Debris Removal Sub-Contractors met all contract requirements, maintained crews on schedule and followed all COE safety regulations for the right-of-way and right-of entry missions. These missions were responsible for the removal and hauling, reduction and final destination of storm generated debris. The ROE mission completed seven thousand ROE’s in Forrest and Lamar counties in Mississippi and was accomplished by strategic planning and scheduling of up to 130 crews with average completion of over one hundred ROE’s per day during the peak of the program.

# DERRICK TUCKER, PE

PROFESSIONAL ENGINEER

Derrick Tucker joined True North / Neel-Shaffer in 2002 and has more than 20 years of experience in civil / environmental engineering and emergency management. He has managed debris removal and disposal operations and all aspects of water and sewer projects including: conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, right-of-way / easement acquisition; and construction engineering and administration. Mr. Tucker has managed debris operations for True North / Neel-Shaffer following Hurricanes Ike and Katrina as well as numerous other disasters. He was Project Manager for debris removal following Hurricane Ike for the City of La Porte as well as sand cleaning at Galveston and Boliver. He was also responsible for marine debris removal from the Gulf of Mexico, Galveston Bay and four other bays.

Mr. Tucker has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies, and procedures. Mr. Tucker has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

His experience also includes design and construction phase engineering of several urban drainage improvement projects and several site improvement projects involving utilities (water, sewer, electrical), parking, drainage and facilities access. Mr. Tucker’s varying experiences provides him with the ability to plan, design, and administer complex urban projects.

EDUCATION

Master of Science,  
Civil Engineering, Mississippi  
State University, 1997

Bachelor of Science, Civil  
Engineering, Mississippi State  
University, 1996

MILITARY

US Air Force  
8 Years, Honorable Discharge

TRAINING/  
CERTIFICATIONS

Professional Engineer:  
Mississippi, 15380  
Texas, 121294  
Florida, 81810

PROFESSIONAL SKILLS

PROGRAM MANAGEMENT - QA/QC EXPERIENCE

**CDBG – DISASTER RECOVERY HOMEOWNER ASSISTANCE PROGRAM (HAP)**  
- Grantworks, Texas General Land Office (GLO) - Over 1000 Tier 2 Environmental Reviews on housing projects.

**Hurricane Michael 2018- Program Manager for operations in Florida and Georgia**

**Hurricane Harvey and Hurricane Irma 2017 - Program Manager for 25 contract activations throughout Texas and Florida.**

**South Carolina Department of Transportation, Hurricane Matthew 2016**

**Louisiana Severe Storms and Flooding, Lafayette & Vermilion Parish, LA, 2016**

**Texas Department of Transportation, 2015 Disasters**

**City of Garland, Texas: Tornado - December 2015**

**City of Rowlett, Texas: Tornado - December 2015**



DERRICK TUCKER, PE (PAGE 2)

- Program Management
- Project Management
- Operational Management
- Field Supervision
- Client Representative
- Damage Assessment
- Debris Estimator
- QA/QC
- Monitor Training
- Truck Certification
- Logistics
- Project Initiation
- Organizational Leadership
- Resource Allocation and Planning
- Debris Management Planning

**California Department of Resources Recycling and Recovery, Butte and Valley Fires, September 2015**

**Kentucky Transportation Cabinet: Flash Flooding 2015**

**South Carolina Department of Transportation, Winter Storm Pax 2014**

**PROJECT MANAGEMENT AND TECHNICAL EXPERIENCE**

**Super Storm Sandy, Ocean County, NJ - 2012**

Mr. Tucker served as Project Manager for several projects following Hurricane Sandy. Projects included waterway debris monitoring for the New Jersey DEP, ROW debris monitoring and storm drain cleaning for Ocean County, and private property debris removal for Toms River, New Jersey. Responsibilities included monitoring the removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc. This region included 4 zones and over 115,000 acres of bays, rivers, lagoons, and portions of the Atlantic Ocean.

**Hurricane Irene, Debris Removal, Tyrrell County and Town of Columbia, NC and Virginia DOT - 2011**

Project Manager, Responsible for monitoring the removal of debris generated by Hurricane Irene. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**Hurricane Ike, Beach Cleaning and Marine Debris Removal, Texas General Land Office - 2008**

Project Manager, Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Bolivar Peninsula and Brazoria County, Texas.

**Hurricane Ike, Debris Removal, City of La Porte, TX - 2008**

Project Manager, Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**Hurricane Katrina and Rita, South Louisiana - 2006**

FEMA Technical Assistant Contractor, Served from January 2006 through April 2006 as an Assistant Project Officer. Primary role was assisting local governments with debris removal operations as well as data collection and project worksheet documentation.

# DADE DUKE

Mr. Duke joined True North in 2016 as a technical writer and marketing associate. His first field assignment was during the record setting Louisiana flooding. His responsibilities included project logistics, QA/QC, debris truck certifications and monitor training. During Hurricane Matthew in South Carolina, Mr. Duke served as a field supervisor over 2 Counties and was the supervising monitor for the removal of more the 150,000 CY of ROW debris from state roads. He was also responsible for truck certifications, hazardous tree/limb identification, monitor training and data reconciliation. He was also involved in the daily QA/QC of project data. He is an accomplished senior-level professional with demonstrated expertise in the areas of data management, estimating, operations and staff management. Most recently, Mr. Duke was served as an operational Area Leader and Senior Data Manager for the Inland Branch wildfire recovery project in California.

## EDUCATION

CLC ,Computer Programing  
Degree 1996-97  
University of Maryland  
Marketing Studies  
1990-1991

## MILITARY

U.S. Navy 1989 -1992  
Honorable Discharge

## TRAINING/ CERTIFICATIONS

FEMA E0202: Debris  
Management Planning  
ICS-100,200  
IS-00700  
IS-00800  
40HR HAZWOPER  
IS-00632 Introduction to Debris  
Operations  
IS-00633 Debris Management  
Plan Development  
IS-00520 Introduction to  
Continuity of Operations  
Planning for Pandemic Influenzas

## RELEVANT PROFESSIONAL SKILLS

Data Manager  
Operations Manager  
Field Supervisor  
Monitor Training  
Field Supervision  
Truck Certification  
Disaster Debris Management  
Planning  
Logistics  
Project Initiation

## RELATED RECENT EXPERIENCE

**LNU LIGHTENING COMPLEX AND GLASS WILDFIRES, INLAND BRANCH, CALIFORNIA - November 2020-2021 - Area Leader/Data Manager .**

**HURRICANE SALLY , FAIRHOPE, AL, *October - November 2020* - Public Assistance Consultant.**

**HURRICANE LAURA , BEAUREGARD PARISH, LA, *October - November 2020* - Public Assistance Consultant.**

**2020 DISASTER DEBRIS MANAGEMENT PLANNING, GEORGIA DEPARTMENT OF TRANSPORTATION, GA - Sr. Planner -**

Disaster Debris Management Plan (DDMP) development for GDOT Headquarters as well as all 7 Districts.

**HURRICANE HARVEY, TX & HURRICANE IRMA, FL, *SEPTEMBER 2017 – MARCH* - Operations Manager**

Operations Manager overseeing the hiring, logistics and training in multiple locations throughout Texas and Florida.

**Disaster Debris Management Planning, City of Garland, TX 2017 - Sr. Planner**  
Review and Update of the existing DDMP.

**HURRICANE MATTHEW, SCDOT - Jasper and Hampton Counties, SC, *October 2016 – April 2017* - Field Supervisor -**

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**LOUISIANA SEVERE STORMS AND FLOODING, Vermilion Parish, LA, *September 2016 – October 2016* - Field Supervisor**

This project included the supervision of the monitoring of debris following severe flooding. Responsibilities included debris truck certifications, data management, and GIS.

**LOUISIANA SEVERE STORMS AND FLOODING, Lafayette Parish, LA, *August 2016 – October 2016* - Logistics Manager**

This project included the monitoring of debris following severe flooding. Responsibilities included office set up, debris mapping, truck certifications and data management.

# FRANK GERMAN

FORMER FEMA DEBRIS SPECIALIST

Frank German joined True North Emergency Management in 2016 and has more than 17 years of experience in debris management and FEMA Public Assistance. Mr. German is experienced in a full range of emergency response, public assistance, operations management, and program coordination and is capable of successfully overseeing a broad range of disaster recovery projects and program initiatives. Mr. German possesses a full range of expertise including emergency response, public assistance, safety awareness, operations management, and program coordination experience. Through his in-depth knowledge of eligibility requirements, regulations and policies across multiple federal programs, he has successfully assisted our clients to maximize reimbursement of all eligible disaster recovery costs. Mr. German has demonstrated excellence in his management capabilities, effective communication skills, strong knowledge of FEMA regulations, the Stafford Act and his ability to team with government officials and volunteers to achieve all Public Assistance objectives.

Most recently, Mr. German successfully assisted clients in Florida and Texas with FEMA Public Assistance following Hurricanes Harvey and Irma. Prior to joining True North, Mr. German successfully served 15 years in the Federal Emergency Management Agency (FEMA) within the Public Assistance infrastructure program as a Project Specialist, Public Assistance Supervisor and a Task Force Lead. Mr. German also served as a Captain in the City of Austin Fire Department. He provided superior leadership and management skills that were critical to the success of multiple disaster recovery and emergency response missions over his more than 26 years of service.

## EDUCATION

Associates Degree  
Management,  
Austin Community College

National Fire Academy  
Fire Fighting Management and  
Technology

RHEMA Bible Institute, Tulsa, OK

## MILITARY

US Army

6 Years, Honorable Discharge

## TRAINING/ CERTIFICATIONS

Public Assistance Operations

Public Assistance Cost Estimating

USACE Level Two PRT, 40 hrs.  
Debris Planning and Response

USACE Level One PRT, 40 hrs.  
Debris Planning and Response

406 Hazard Mitigation L-239

Public Assistance PDA L-378

## PROFESSIONAL EXPERIENCE

### Seminole Tribe of Florida, FL, 2017-2018 - Senior Public Assistance Consultant

Provided Public Assistance for Category A submission. Through the thorough forensic research of existing documentation, was able to discover, package and submit additional reimbursable items that were previously unaccounted.

### City of Port Lavaca, TX, 2017-2018 - Senior Public Assistance Consultant

Provided Public Assistance for project development following Hurricane Harvey. His extensive knowledge and experience helped the City to secure more an additional \$1.5 million in funding for missed items that were originally missed.

### Hurricane Harvey, TX 2017 - Senior Public Assistance Consultant

Provided subject matter expertise while for multiple clients effected by Hurricane Harvey. Responsibilities included overseeing project development, assisting with preparation and submission of projects and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

### Hurricane Irma, FL 2017 - Senior Public Assistance Consultant

Provided subject matter expertise while for multiple clients effected by Hurricane Harvey. Responsibilities included overseeing project development, assisting with preparation and submission of project worksheets and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

**Hurricane Matthew, SC 2016** - Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

FRANK GERMAN (PAGE 2)

TRAINING/  
CERTIFICATIONS  
(CONTINUED)

- FEMA Debris Operations
- Intro to Debris Operations in FEMA's Public Assistance Program
- Incident Management III Pilot L-425
- Regional Response Readiness Module I
- FEMA IS 632 Introduction to Debris Operations
- FEMA IS 634 Introduction to FEMA's Public Assistance Program
- National Response Framework (IS 800 equivalent)
- Introduction to NIMS (IS 700 equivalent), and ICS 100/200
- Principles of Emergency Management
- Special Considerations for FEMA Projects
- Basics Federal Disaster Workforce Readiness

PROFESSIONAL SKILLS

- Program Manager
- Project Management
- Field Supervision
- Operational Management
- Continuity of Operations Planning (COOP)
- Client Representative
- Damage Assessment
- QA/QC
- Organizational Leadership
- Resource Allocation and Planning
- Debris Management Planning

PRIOR FEMA PUBLIC ASSISTANCE (PA) EXPERIENCE

- New Mexico Floods, Public Assistance Group Supervisor (FEMA), 2013 - 2014
- Hurricane Isaac, Debris Task Force Leader, 2012-2013
- Arkansas, Severe Storms and Flooding Public Assistance Supervisor, 2010
- Hurricane Ike, Public Assistance Supervisor, 2008-2009
- Hurricane Dolly, Public Assistance Supervisor, 2008
- Oklahoma Severe Winter Storms, Project Specialist, 2007
- Arkansas Severe Storms and Tornadoes, Project Specialist, 2006
- Hurricane Katrina, Project Specialist, 2005-2006
- Arkansas Severe Ice Storm, Project Specialist, 2003
- Texas Severe Storms and Flooding, Project Specialist, 2002
- Oklahoma Ice Storm, Project Specialist, 2002
- Arkansas Severe Winter Storm, Project Specialist, 2001
- Texas Severe Storms and Tornadoes, Project Specialist, 1999

OLEN BURDITT FORMER USACE SUBJECT MATTER EXPERT

Mr. Burditt joined True North in 2014 and has over 17 years of experience in emergency management. He served as senior debris Subject Matter Expert (SME) for the U.S Army Corps of Engineers (USACE). He has deployed on more than 20 missions, including debris removal, temporary housing, and roofing assignments.

He served as a member of the Fort Worth District Planning and Response Team (PRT) for 14 years and as an SME for his last 6 years with USACE. Mr. Burditt also served as Liaison Officer between USACE HQ and FEMA HQ on nationwide Weapons of Mass Destruction (WMD) Debris PRT from 2009 – 2013. Mr. Burditt has filled various roles in recovery efforts for notable event recovery efforts such as the 2010 Earthquake in Haiti, the 2016 Sacramento Wildfires and in 2018 he assisted the USACE in Puerto Rico following Hurricane Maria.

While serving as an SME, he was knowledgeable with all aspects of a debris mission. He provided technical knowledge and management abilities to insure missions were scoped and executed properly. He has also been involved heavily in data base management, truck certification, and the hiring and training of field monitors.

EDUCATION

Angelo State University  
Bachelor’s of Science, 1994

TRAINING/  
CERTIFICATIONS

- USACE Certification as Debris Subject Matter Expert.
- USACE Level Two PRT, 40 hrs. Debris Planning and Response
- USACE Level One PRT, 40 hrs. Debris Planning and Response
- IS 800 National Response Framework
- IS 700 Introduction to NIMS and ICS 100/200
- FEMA Debris Operations, 36 hrs.
- 40 Hour HAZWOPER
- 8 Hour HAZWOPER Supervisor
- FEMA IS 632 Introduction to Debris Operations
- FEMA IS 634 Introduction to FEMA’s Public Assistance Program

PROFESSIONAL EXPERIENCE

Hurricane Maria USACE Debris Mission Specialists - San Juan, Puerto Rico, 2018

Debris Mission Specialists for the USACE in the recovery effort following the devastation of Hurricane Maria. Responsible for assisting in the closeout and finalization of the debris mission including debris site documentation, project debris verification, reconciliation, and QA/QC.

Hurricane Irma, Palm Coast, FL, 2017-2018

Project Manager monitoring the removal of debris generated by Hurricane Irma. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. The project included removing, hauling and processing of storm generated debris including the removal or trimming of storm damaged trees. Responsibilities included the hiring, training and daily supervision of ROW monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

Hurricane Harvey, Nueces, Aransas, San Patricio, and Kleberg Counties, TX, 2017

Performed damage assessments and debris estimations following Hurricane Harvey in South Texas. Assisted with the development of a project scope for multiple jurisdictions to ensure an effective and efficient debris removal operations

Hurricane Matthew, SCDOT, SC 2016-2017

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

Louisiana Catastrophic Flooding, Lafayette Consolidated Government, LA, 2016

Served as Field Supervisor for the monitoring of debris removal following severe flooding. This project included multiple debris streams including C & D, Vegetative, HHW and white Goods

# OLEN BURDITT (PAGE 2)

PROFESSIONAL SKILLS

- Field Supervision
- Operational Management
- Project Management
- Client Representative
- Damage Assessment
- Debris Estimator
- Monitor / ADMS Training
- Logistics
- QA/QC
- Truck Certification
- Organizational Leadership
- Resource Allocation and Planning

Severe Storms, Tornadoes, Straight-line Winds and Flooding, TX 2015

Debris removal Supervisor for TxDOT projects in Austin, Tyler, and Fort Worth Districts. Debris operations included removal, staging, reduction and disposal.

Sacramento CA fires, CAL RECYCLE, 2015

Field Supervisor overseeing the Electronic Monitoring of Private Property Debris Removal (PPDR) and following the devastating 2015 wildfire season in California. On-site remediation monitoring included tracking the work hours of remediation contractor personnel and equipment. Truck loading and debris removal were also documented for separate waste streams including ash, metals, debris, soil and concrete.

USACE EXPERIENCE

Earthquake - Republic of Bangladesh, Subject Matter Expert USACE, 2013

Tornado – Moore, OK, Subject Matter Expert USACE, 2013

Hurricane Sandy, NY City, NY, Subject Matter Expert USACE, 2012

Hurricane Isaac, Braithwaite, LA, LADOT, Subject Matter Expert USACE, 2012

Hurricane Irene, Raleigh, NC, Subject Matter Expert USACE, 2011

Fires – Bastrop TX, Subject Matter Expert USACE, 2011

Haiti earthquake, Subject Matter Expert USACE, 2010

Hurricane Dolly, City of McAllen, TX, Subject Matter Expert USACE, 2009

Hurricane Ike, Jefferson, Liberty, Hardin, Orange Counties, TX, Subject Matter Expert USACE, 2008

Central Texas floods, Hurricanes Charley, Ivan, Francis, Jean - FL, Rita - TX, 2002 - 2007



STAN AKIN FORMER USACE SUBJECT MATTER EXPERT

Mr. Akin joined True North Emergency Management in October 2016 after retiring from the U.S. Army Corps of Engineers. He has 17 years of experience in emergency management with the U.S. Army Corps of Engineers and True North. He served 38 years with the U.S. Army Corps of Engineers, filling roles as a Park Ranger, Natural Resource Project Manager, Quality Assurance Inspector, Quality Assurance Supervisor, Acting Resident Engineer, and Subject Matter Expert on the Louisville District Debris PRT. As a member of the Louisville District PRT, Team One, he held positions as QA, QA Team Leader, QA Supervisor, and Subject Matter Expert. Mr. Akin has a working knowledge of FEMA debris policies and procedures that guide federal, state and local partnerships for debris management. His 11 debris missions included Hurricane Fredrick (QA and QA Team Leader), Hurricanes Frances/Jeanne (QA), Hurricanes Katrina/Rita (QA, QA Team Leader, QA Supervisor) and Hurricane Ike (QA Supervisor and Acting Resident Engineer).

EDUCATION

University of Memphis  
Bachelor’s of Science, 1976

TRAINING/  
CERTIFICATIONS

- USACE Certification as Debris Subject Matter Expert.
- USACE Level Two PRT, 40 hrs. Debris Planning and Response
- USACE Level One PRT, 40 hrs. Debris Planning and Response
- National Response Framework (IS 800 equivalent)
- Introduction to NIMS (IS 700 equivalent), and ICS 100/200
- FEMA Debris Operations, 36 hrs.

PROFESSIONAL SKILLS

- Field Supervision
- Operational Management
- Client Representative
- Damage Assessment
- Debris Estimator
- Monitor / ADMS Training

PROFESSIONAL EXPERIENCE

Hurricane Irma, Palm Coast, FL, 2017

Field Supervisor in Palm Coast, FL. Supervised nine QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris.

Hurricane Irma, South Florida Water Management District, FL, 2017

Field Supervisor for monitoring the removal of waterway/canal debris. Included monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal.

Hurricane Irma, FLDOT, FL, 2017

Field Supervisor in Pinellas and Citrus Counties, FL. Supervised four QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, disposal of hurricane generated debris and oversight of hazardous tree removal.

Hurricane Harvey, Portland, TX, 2017

Field Supervisor in Portland, TX. Supervised six QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris.

Hurricane Matthew, SCDOT, SC, 2017-2018

Field Supervisor in Georgetown and Hampton Counties. Supervised eight QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, reduction/disposal and oversight of hazardous tree removal.

USACE EXPERIENCE

Louisiana Severe Storms, Multiple Locations, LA, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris in St. Martins, Iberia, and Vermilion Parishes.

STAN AKIN (PAGE 2)

PROFESSIONAL SKILLS

(CONTINUED)

Logistics

QA/QC

Truck Certification

Organizational Leadership

Resource Allocation and Planning

West Virginia Severe Storms, Flooding, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris. Assisted in the training of WV Army National Guard personnel in FEMA regulations pertaining to estimating debris quantities in haul trucks.

Texas Severe Storms, Flooding, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris in three east Texas counties and the city of Orange

Kabul Afghanistan, 2011-2012

USACE Operations and Maintenance site manager, Kabul Military Training Center.

Hurricane Ike, TX, 2008

USACE QA Supervisor and Acting Resident Engineer. Technical assistance to support state/local governments and assisted FEMA in monitoring contractual work during debris management operations.

Hurricane Katrina, LA, 2006

USACE QA Supervisor. Plaquemines Parish, LA, worked with FEMA and the Corps' Emergency Operations Center as a QA supervisor with the Hurricane Katrina and Rita debris removal and demolition program. The program provided curb side removal of hurricane generated debris, demolition of damaged structures, and construction and demolition debris removal from private property through the use of ROE permits. As a QA supervisor, I supervised up to 35 quality assurance inspectors and four team leaders that were assigned to the Parish.

Hurricane Katrina/Rita, LA, 2005

USACE QA Supervisor. St. Charles Parish, LA, worked with FEMA and the Corps' Emergency Operations Center as a QA inspector with the Hurricane Katrina and Rita debris removal program. The program provided curb side removal of hurricane generated burnable debris and C&D from the public road right of way. I was promoted to QA supervisor for the west bank of St Charles Parish and at the peak of the operation I supervised six (6) QA inspectors. The mission required 12 hour work days, seven days a week for the 74 day tour.

Hurricanes Frances/Jeanne, FL, 2004

USACE Quality Assurance (QA) Inspector for the Blue Roof program

Hurricane Fredrick, AL, 1979-1980

USACE Team Leader for Debris removal on Dauphin Island and QA Inspector in south Mobile County.



# BOBBY WELLS JR., PE

PROFESSIONAL ENGINEER

Mr. Wells joined True North in 2016 after retiring from the Mississippi Department of Transportation after almost 30 years of service. He has more than 15 years of experience in emergency management and more 40 year of civil engineering experience. While working for MDOT, Mr. Wells dealt with many types of emergencies including hurricanes, tornados, ice storms and floods. His previous experience and insight from working with contractors from a client perspective has proven very valuable in creating a more cohesive and efficient working relationship on our projects.

As a Professional Engineer, Mr. Wells is experienced with preforming the damage assessments of roadways and bridges as well as repair cost estimating. With his proven experience in the construction and maintenance of highways and his many years of working with FHWA and FEMA, Mr. Wells has proven very capable of successfully overseeing complex debris monitoring operations. Mr. Wells is an experienced manager capable in all aspects of project supervision including the hiring, training and daily supervision of field monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

## EDUCATION

BS Degree in Civil Engineering,  
Mississippi State University, 1981

## TRAINING/ CERTIFICATIONS

Mississippi Registered  
Professional Engineer  
P.E. #9642

FEMA Debris Operations

USACE Level Two PRT, 40 hrs.  
Debris Planning and Response

USACE Level One PRT, 40 hrs.  
Debris Planning and Response

Intro to Debris Operations  
in FEMA's Public Assistance  
Program

FEMA IS 632 Introduction to  
Debris Operations

FEMA IS 633 Debris Management  
Plan Development

FEMA IS 634 Introduction  
to FEMA's Public Assistance  
Program

FEMA IS 800 National Response  
Framework

FEMA IS 700 Introduction to  
NIMS, and ICS 100/200/300

## PROFESSIONAL EXPERIENCE

### Hurricane Irma, St. Lucie County, FL, 2017

Project Manager monitoring the removal of debris generated by Hurricane Irma. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. The project included removing, hauling and processing of storm generated debris including the removal or trimming of storm damaged trees. Responsibilities included the hiring, training and daily supervision of field monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

### Hurricane Matthew, South Carolina Department of Transporation, SC, 2016

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

### Hurricane Matthew, St. Lucie County, FL, 2016

Field Supervisor for monitoring the removal of debris following Hurricane Matthew. Responsibilities included debris truck certifications, data management, hiring of ROW monitors and conducting electronic ticketing training sessions.

### Louisiana Severe Storms and Flooding, Vermilion Parish, LA, 2016

Served as Field Supervisor for the monitoring of debris removal following severe flooding. This project included multiple debris streams including C & D, Vegetative, HHW and white Goods

### Louisiana Severe Storms and Flooding, Lafayette Parish, LA, 2016

Professional Engineer responsible for surveying flooded roadways and the inspection of bridges or damage resulting from a record breaking 30-inch rainfall. Also estimated the cost of repairing effected roadways and bridges.

BOBBY WELLS JR.,PE (PAGE 2)

TRAINING/  
CERTIFICATIONS  
(CONTINUED)

Wetland Training

Hazard Material Training

PROFESSIONAL SKILLS

Professional Engineer

Project Management

Field Supervision

Operational Management

Public Assistance Consultant

Truck Certification

Damage Assessment

Monitor / ADMS Training

Debris Estimator

Client Representative

Damage Assessment

QA/QC

Logistics

Administration

Organizational Leadership

Resource Allocation and Planning

Hazard Mitigation Planning (HMP)

PRIOR EMERGENCY MANAGEMENT ENGINEERING EXPERIENCE

Hurricane Isaac, State of Mississippi, Engineer Division Administrator MDOT - Operations, 2014

Tornado in Columbia MS, State of Mississippi, Engineer Division Administrator MDOT - Operations, 2014-2015

Hurricane Gustav, State of Mississippi, Assistant District Maintenance Engineer, 2008

Hurricane Katrina, State of Mississippi, Assistant District Maintenance Engineer, 2005

PRIOR MDOT ENGINEERING EXPERIENCE

Engineer Division Administrator MDOT - Operations, 2010-2016

Over all Maintenance in the 13 counties for District 7. Advised the District Engineer in Maintenance matters. Prepared reports for reimbursement from FEMA for Percy Quin Lake emergency project due to Hurricane Isaac and for tornado in Columbia December 2014

Assistant District maintenance Engineer MDOT, 2002-2010

Ensured routine maintenance and all other Maintenance projects for the District's 13 counties were performed properly. Scheduling and programming the 3 year plan for federal aide and maintenance asphalt projects for the District. Made sure that permits were done properly and in a timely manner. Help in the preparation of the District's overall Maintenance Budget Met with public on Maintenance matters and Department programs. Prepared reports for FHWA for reimbursement for Cut and Toss for 1st and 2nd passes of debris removal for hurricanes Katrina and Gustav. Monitored additional debris removal for hurricanes Katrina and Gustav by contractors.

District Construction Engineer MDOT, 1998-2002

Responsible for preparing plans for construction projects and scheduling these projects for construction in the District. Preparing location committee reports and environmental forms for proposed construction projects Insure that all utilities are relocated on proposed projects Prepare the 3 year budget for all maintenance projects, bridge projects and Federal aide projects scheduled in the District.

District Materials Engineer MDOT, 1997-1998

Required insuring that all material testing on construction projects were performed in the District to meet the Specifications. Responsible for determining soil types and using these soil types to determine the asphalt pavement thickness recommendations for full depth roadway construction on proposed projects

# RONDA MILLER

Ms. Miller joined Neel-Schaffer in 2016 following the catastrophic flooding in Louisiana. Already an experienced monitor and supervisor she quickly became a valued asset to the Neel-Schaffer team. Following Hurricane Matthew in South Carolina, Ms. Miller served as a field supervisor for the SCDOT project. She was responsible for supervising the daily monitoring of the removal of ROW debris and hazardous trees and limbs from state roads. She was also responsible for truck certifications, hazardous tree/limb identification, monitor training and data reconciliation. She was also involved in the daily QA/QC of project data.

Most recently, Ms. Miller responded to Hurricane Micheal in the panhandle of Florida. She was instrumental in the hiring and training of local monitors and project initiation. Ms. Miller has a proven track record of achieving exceptional results in documentation, data analysis and project supervision.

## EDUCATION

BA Business Management and  
Early Childhood Education  
Louisiana State University  
Alexandria, 2001

## TRAINING/ CERTIFICATIONS

IS 800 National Response  
Framework  
IS 700 Introduction to NIMS  
ICS 100/200

## PROFESSIONAL SKILLS

Field Supervision  
Client Representative  
QA/QC  
Monitor Training  
Truck Certification  
Logistics  
Project Initiation  
Organizational Leadership  
Resource Allocation and Planning

## PROFESSIONAL EXPERIENCE

**Hurricane Harvey, TX 2017 – Baytown/Portland/Victoria TXDOT** - Field Supervisor for monitoring the removal of debris over multiple projects. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**Hurricane Matthew, SC 2016** - Field Supervisor for monitoring the removal of debris generated by Hurricane Mathew. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**LOUISIANA SEVERE STORMS AND FLOODING, Lafayette Parish, LA, 2016** - This project included the monitoring of debris following severe flooding. Responsibilities included the electronic ticketing of C&D debris removal from ROW, daily activities documentation, and identification of ineligible debris. Ms. Miller was quickly promoted to a field trainer and monitoring crew leader.

**Hurricane Isaac, St. Bernard Parish, LA 2012** – Monitors Supervisor overseeing daily debris removal progress following Hurricane Isaac while observing all FEMA guidelines and regulations. Responsibilities included compiling daily reports to communicate the needs, current status and progress of operations. Ensure safety, quality, and compliance with all applicable standards and requirements.

**BP Oil Spill, Pensacola Beach Shoreline, Florida 2010** - Debris Removal Specialist monitoring the operations of equipment on affected beach/shorelines during the removal of tar mounds and balls resulting from the BP oil Spill.  
Trained and experienced in the use of specialized tools utilized in the removal of tar as well as proper handling and disposal methods.

**Hurricane Katrina, LA 2005** - Complete forms in accordance with company procedures. Monitor the Collection of Debris located on the Right of Way. Logging Routes, locations, and timing of Debris Pickup in accordance with FEMA regulations and guidelines.

DANIEL RICHARDSON FORMER USACE SR. SUBJECT MATTER EXPERT

Mr. Richardson joined True North Emergency Management in 2017 after retiring from the U.S. Army Corps of Engineers. He has over 24 years of experience in debris management. He served as a senior Debris Subject Matter Expert (SME) for the U.S. Army Corps of Engineers (USACE). Mr. Richardson Served as a SME and a member of the Mobile District Planning and Response Team PRT. Has a working knowledge of the National Response Framework, FEMA policy guidance for debris management, Public Law 84-99 authorities, general contracting processes and operational dynamics of a Joint Field Office.

He has deployed on approximately 18 disaster missions and served on the elite cadre of National Debris Subject Matter experts and Specialists. He volunteered to replace another USACE employee in Haiti after the earthquake of 2010 in a mission to draft a debris management plan for the Haitian government. He has volunteered for debris missions that were the results of hurricanes, floods, earthquakes and ice storms. As an SME, he is knowledgeable in all aspect of a debris mission.

EDUCATION

Bachelor of Science,  
Recreation and Park  
Management,  
University of Alabama, 1983

TRAINING/  
CERTIFICATIONS

USACE Certification as Debris  
Subject Matter Expert.

USACE Level Two PRT, 40 hrs.  
Debris Planning and Response

USACE Level One PRT, 40 hrs.  
Debris Planning and Response

National Response Framework (IS  
800 equivalent)

Introduction to NIMS (IS 700  
equivalent), and ICS 100/200

FEMA Debris Operations, 36 hrs.

PROFESSIONAL SKILLS

Field Supervision

Client Representative

Debris Estimator

Damage Assessment

QA/QC

Logistics

Organizational Leadership

Truck Certification

PROFESSIONAL EXPERIENCE

**Hurricanes Irma and Maria St. Croix, VI, 2018**  
U.S Army Corps of Engineers Debris Specialists

**Hurricane Harvey, Multiple Locations, TX, 2017**  
Field Supervisor for multiple projects responsible for overseeing monitoring operations. Through daily monitoring supervision, provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris. Responsibilities also included training of monitors, daily reporting, QA/QC of documentation and issue resolution.

US ARMY CORPS OF ENGINEERS EXPERIENCE

**Hurricane Earl U.S. Virgin Islands, U.S Army Corps of Engineers, Debris SME, 2010**

**Haiti Earthquake, U.S. Army Corps of Engineers, Debris SME, 2010**

**Tennessee Flooding, U.S. Army Corps of Engineers, Debris SME, 2010**

**MVP Spring Floods, U.S. Army Corps of Engineers, Debris SME, 2009**

**Arkansas Ice Storms, U.S. Army Corps of Engineers, Debris SME, 2009**

**Debris Task Force LA, U.S. Army Corps of Engineers, Debris SME, 2009**

**Midwest Flood IA, U.S. Army Corps of Engineers, Debris SME. 2008**

**Tropical Storm Fay FL, U.S. Army Corps of Engineers, Debris SME, 2008**

**Hurricane Gustav LA, U.S. Army Corps of Engineers, Debris SME, 2008**

**Kansas Ice Storm, U.S. Army Corps of Engineers, Debris SME, 2008**

DAVID FRANCIS FORMER FEMA DEBRIS SPECIALIST

Mr. Francis has over 27 years of experience in emergency management. He has served on flood fighting teams, QA inspection, QA Supervisor, Mission Manager, Resident Engineer, COR and debris Subject Matter Expert for the US Army Corps of Engineers. Mr. Francis served as a debris Subject Matter Expert, Mission Manager, COR and Resident Engineer for the Mobile District Planning and Response Team (PRT).

Mr. Francis has deployed on over 20 disaster missions, and served on the elite cadre of National Debris Subject Matter Experts and Specialists. Mr. Francis has filled various roles in recovery efforts for notable storm recovery efforts such as Hurricane Charlie, Hurricane Katrina, Tornado outbreak in Alabama and Super Storm Sandy.

EDUCATION

Chipola College

TRAINING/ CERTIFICATIONS

USACE Certification as Debris Subject Matter Expert.

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

FEMA Debris Operations, 36 hrs.

40 Hour HAZWOPER

8 Hour HAZWOPER Supervisor

FEMA IS 632 Introduction to Debris Operations

FEMA IS 633 Debris Management Plan Development

FEMA IS 634 Introduction to FEMA's Public Assistance Program

E0202: Debris Management Planning for State, Tribal and Local Officials

IS 800 National Response Framework

IS 700 Introduction to NIMS and ICS 100/200

PROFESSIONAL SKILLS

Field Supervision

Client Representative

Damage Assessment

Debris Estimator

QA/QC

Monitor Training

Truck Certification

Logistics

Project Initiation

Organizational Leadership

Resource Allocation and Planning

PROFESSIONAL EXPERIENCE

Hurricane Irma, FL, South Florida Water Management District, 2017

Field Supervisor for monitoring the removal of waterway/canal debris. Included monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal.

Hurricane Mathew, City of Palm Coast/St. Lucie Co. - 2016

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

USACE EXPERIENCE

Arkansas Tornado 2014 - Performed debris SME duties for FEMA.

Super Storm Sandy 2012 - Performed debris SME duties for FEMA.

Hurricane Isaac, La 2012 - Performed debris SME duties for FEMA

Alabama Tornadoes 2011 – Performed debris SME duties for FEMA, served as Resident Engineer and COR for Debris PRT.

Tennessee Floods 2010 – Performed debris SME duties for FEMA.

North Dakota Floods 2009 – Served as Mission Manager, Resident Engineer and COR for Debris PRT.

Puerto Rico Mudslides 2008 – Performed debris SME duties for FEMA.

Tropical Storm Faye, FI 2008 – Performed debris SME duties for FEMA.

Hurricane Gustav/Ike, La 2008 – Performed debris SME duties for FEMA.

Hurricane Katrina, Al 2005 – Debris QA Inspection, Debris QA Supervisor.

Hurricane Charley, USACE, - 2004Temp. Roofing QA Supervisor/Housing QA Inspector



TRUE NORTH

PROVEN RESULTS

The debris management matrix shown below and the following project summaries demonstrate our proven performance and our ability to successfully monitor the removal and disposal of storm-related debris and provide disaster recovery management services.

HURRICANE		
Event	Quantity	Types of Debris
<b>2020 Hurricane Sally</b>	<b>1,000,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
Fairhope, Daphne and Perdido Beach, Alabama		Sept. 2020 to Dec. 2020
<b>2020 Hurricane Laura</b>	<b>1,500,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
City of DeRidder, Lafayette Consolidated Government, and Beauregard Parish Louisiana		Sept. 2020 to April 2021
<b>2019 Hurricane Michael</b>	<b>250,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
Bainbridge and Decatur County, Georgia		Apr. 2019 – Aug. 2019
<b>2017 Hurricane Irma</b>	<b>1,000,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
FDOT, North Miami, Palm Coast, SFWMD (7 Districts), Semiole Tribe of Florida, St. Lucie County, Hillsboro Beach, Fort Pierce.		Sept. 2017 to Feb 2018
<b>2017 Hurricane Harvey</b>	<b>1,000,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
TXDOT Yokum District, San Patricio County, Refugio County, Chambers County, Aransas Pass, Ingleside, Portland, Port Lavaca, Bishop, Webster, Alvin, La Porte, Baytown, Taylor Lake Village, Clearlake Shores, Dayton, Cleveland.		Aug. 2017 to Feb 2018
<b>2016 Hurricane Matthew</b>	<b>1,200,000 CY</b>	C & D Materials/Vegetative/Trees & Hazardous Limbs
SCDOT, South Carolina (10 counties)		Oct. 2016 to April 2017
Palm Coast, Florida		Oct. 2016 to Jan. 2017
St Lucie County, Florida		Oct. 2016 to Jan. 2017
<b>2012 Hurricane Sandy</b>	<b>1,472,000 CY</b>	<b>C&amp;D Materials/Vegetative/White Goods/HHW/E-Waste</b>
Township of Toms River, New Jersey / Louis Berger Group		Nov. 2012 to Sept. 2013
Ocean County, New Jersey / Louis Berger Group		Nov. 2012 to Sept. 2013
Borough of Belmar and City of Elizabeth, New Jersey		Nov. 2012 to Mar. 2013
<b>2012 Hurricane Isaac</b>	<b>223,408 CY</b>	<b>C&amp;D Materials/Vegetative/Sand</b>
Jackson County/Biloxi/Pascagoula/Magnolia/ McComb, Mississippi		Sept. 2012 to Oct. 2012
Dauphin Island, Alabama		Oct. 2012 to Dec. 2012
<b>2011 Hurricane Irene</b>	<b>5,260 CY</b>	<b>C&amp;D Materials/Vegetative/Trees &amp; Hazardous Limbs</b>
Tyrrell County, North Carolina		Sept. 2011 to Dec. 2011
Virginia Department of Transportation /Lewis Berger Group		Aug. 2011 to Nov. 2011
Passaic County, New Jersey (Debris Consulting)		Sept. 2011 to Oct. 2011

HURRICANE		
Event	Total CY	Types of Debris
<b>2008 Hurricane Ike</b>	<b>1,728,490 CY</b> <b>130 Vessels</b>	<b>Sand Screening/C&amp;D Materials/Concrete/Marine Debris/Vessels/White Goods/Trees(4,134) &amp; Hazardous Limbs</b>
Upper Texas Gulf Coast Beaches		Dec . 2008 to Mar. 2009
Five major bays & the Gulf of Mexico in and adjacent to: Galveston County, Brazoria County, Harris County, Chambers County, Jefferson County, Orange County		Mar . 2009 to Sept. 2009
Shoreacres, Texas		Sept . 2008 to Mar. 2009
La Porte, Texas		Sept . 2008 to May. 2009
Morgan's Point, Texas		Sept . 2008 to Oct. 2008
Taylor Lake Village, Texas		Sept . 2008 to Nov. 2008
<b>2008 Hurricane Gustav</b>	<b>356,196CY</b> <b>15,235 Trees</b>	<b>C&amp;D Materials/Vegetative/Trees &amp; Hazardous Limbs</b>
Lafayette Consolidated Government, Louisiana		Sept. 2008 to Dec. 2008
Scott, Louisiana		Nov. 2012 to Oct. 2013
<b>2005 Hurricane Katrina</b>	<b>5,545,048 CY</b> <b>6,200 Trees</b> <b>9,257 ROE</b>	<b>C&amp;D Materials/Vegetative/Trees &amp; Hazardous Limbs/White Goods/Wet Debris/Contractor Selection Assistance</b>
Biloxi, Mississippi		Sept. 2005 to Aug. 2007
Gautier, Mississippi		Jan. 2007 to Jun. 2007
Hattiesburg, Mississippi		Jan. 2006 to Apr. 2006
Mississippi Department of Transportation District Six		Feb. 2006 to Jun. 2006
Jackson County, Mississippi		Jan. 2006 to Aug. 2006
Hancock County, Mississippi		Aug. 2006 to Aug. 2007
Madison, Mississippi		Sept. 2005 to Nov. 2005
Jackson, Mississippi		Nov. 2005 to Sept. 2006
McComb, Mississippi		Sept. 2005 to Nov. 2005
Magee, Mississippi		Sept. 2005 to Oct. 2005
Magnolia, Mississippi		Sept. 2005 to Nov. 2005
Rankin County, Mississippi Excluding Cities of Pearl and Richland Rankin County, Mississippi Excluding Cities of Pearl and Richland		Sept. 2005 to Oct. 2005
Canton, Mississippi		Sept. 2005 to Nov. 2005
<b>2005 Hurricane Frances &amp; Jeanne</b>	<b>800,000 CY</b>	<b>C&amp;D Materials/Vegetative/Trees &amp; Hazardous Limbs/Contractor Selection Assistance</b>
Vero Beach / Indian River County, Florida		Aug. 2004 to Oct. 2004
TORNADO		
CLIENT	Total Debris	Types of Debris
<b>2014</b>		
Louisville, Mississippi	28,402 tons	Vegetative/Trees and Hazardous Limbs
Lee County, Mississippi	64,113 CY	Vegetative/Trees and Hazardous Limbs
Lowndes County, Mississippi	43,038 CY	Vegetative/Trees and Hazardous Limbs

TORNADO		
CLIENT	Total Debris	Types of Debris
<b>2012</b>		
Kentucky Transportation Cabinet	7900 tons	Vegetative/Trees and Hazardous Limbs
<b>2011</b>		
Chattanooga, Tennessee	60,000 CY	Vegetative/Trees and Hazardous Limbs/C&D Materials
Bradley County & Cleveland, Tennessee	126,000 CY	Vegetative/Trees and Hazardous Limbs/C&D Materials
Hoover, Alabama	43,000 CY	Vegetative/C&D Materials/White Goods/HHW
Jackson, Clinton, Mississippi	28,402 tons	Vegetative/Trees and Hazardous Limbs
<b>2010</b>		
Yazoo and Holmes Counties, Mississippi	22,000 CY	Vegetative/Trees and Hazardous Limbs/ Contractor Selection Assistance
<b>2002</b>		
Columbus, Mississippi	240,000 CY 900 ROE	Vegetative & Contractor Selection Assistance
<b>2001</b>		
Columbus, Mississippi	50,000 CY	Vegetative & Contractor Selection Assistance
WINTER STORM		
CLIENT	Total Debris	Types of Debris
<b>2014</b>		
South Carolina Department of Transportation	1,200,000 CY	Vegetative/Trees and Hazardous Limbs
Orange County, North Carolina	32,933 CY	Vegetative/Trees and Hazardous Limbs
Hillsboro, North Carolina	7,000 CY	Vegetative/Trees and Hazardous Limbs
<b>2013</b>		
Worthington, Minnesota	86,088 CY	Vegetative/Trees and Hazardous Limbs
<b>2011</b>		
Southington, Connecticut	62,651 CY	Vegetative/Trees and Hazardous Limbs
Granby, Connecticut	94,625 CY	Vegetative/Trees and Hazardous Limbs
Brookfield, Connecticut	55,870 CY	Vegetative/Trees and Hazardous Limbs
Simsbury, Connecticut	335,422 CY	Vegetative/Trees and Hazardous Limbs
<b>2009</b>		
Paducah, Mayfield, McCracken & Graves County, Kentucky	1,150,000 CY	Vegetative/Trees and Hazardous Limbs
WILDFIRE		
CLIENT	Total Debris	Types of Debris
<b>2016 California Valley Fire and Butte Fire</b>		
CalRecycle California Department of Resources and Recovery	50,000 CY(est)	Ash/Recyclable materials/Concrete/Contaminated soil
<b>2014 Black Forest Wildfire</b>		
El Paso County, Colorado	5,500 Trees	Burned Trees



FLOODING		
CLIENT	Total Debris	Types of Debris
<b>2016</b>		
Lafayette City/Parish Consolidated Government	66,150 CY	C&D Materials/White Goods/HHW/E-Waste
Vermilion Parish Police Jury	23,275	C&D Materials/White Goods/HHW/E-Waste
St Tammany Parrish	10,960	C&D Materials/White Goods/HHW/E-Waste
<b>2013</b>		
Boulder County, Colorado	7,600 tons	Vegetative/Trees and Hazardous Limbs/C&D Materials
City of Boulder, Colorado	9,925 tons	Vegetative/Trees and Hazardous Limbs
University of Iowa		C&D from five Commercial, Institutional Buildings
<b>2012</b>		
Lafayette Consolidated Government, Carencro Louisiana	4,720 CY	Vegetative/Trees and Hazardous Limbs
<b>2008</b>		
Cedar Rapids, Iowa	36,325 tons	C&D Materials/Metals/White Goods/HHW/Regulated Asbestos-Containing Materials – RACM
OIL SPILL		
CLIENT	Area	Types of Debris
<b>2010 BP Deepwater Horizon Oil Spill</b>		
Mississippi Beaches and Islands	50 Miles	Beach and Island Restoration Monitoring
SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS & FLOODING		
Event	Quantity	Types of Debris
<b>2015 Texas Severe Storms/Tornadoes/Straight-line Wind and Flooding DR-4255</b>	<b>121,141 CY</b>	<b>C &amp; D Materials/Vegetative</b>
Rowlett, Texas		Feb. 2016 to Apr. 2016
Garland, Texas		Dec. 2015 to Feb. 2016
<b>2015 Severe Storms/Tornadoes/Straight-line Wind and Flooding DR-4223</b>	<b>152,370 CY</b>	<b>C &amp; D Materials/Vegetative</b>
Texas Department of Transportation		May 2015 to Oct. 2015

## TRUE NORTH

## SELECTED PROJECT PROFILES

## CITY OF FAIRHOPE, AL

**HURRICANE SALLY - 2020**

The City of Fairhope is a very progressive city in their attitude towards the care of their community and citizens. Regardless of the city's superior municipal capabilities, they were completely incapacitated at the initial onset of the disaster due to the magnitude of the destruction the city received. The City of Fairhope gave True North full authority in their recovery. In partnership with the city, we assisted them in a very aggressive recovery and through our assistance in navigating the FEMA Grants process made their recovery a remarkable success story to normality.

True North Assisted the City of Fairhope in:

- Damage assessments for all the FEMA categories A through G;
- Develop the DDD (Damage Description, Dimensions) for scope of work for all their projects;
- Consulted with FEMA's PDMG (Project Delivery Manager) for each project;
- Performed site inspections of developed "Damage Inventory" line items per FEMA guidelines for all projects;
- Tracked and recorded on approved FEMA forms the costs documentation of work completed for all force account labor, equipment and materials;
- Assisted in formulation of the FEMA EEI (Essential Elements of Information), and Special Considerations Questions for each project;
- Assisted in project entry in the Applicant/FEMA Portal for the development of a PW (Project Worksheet) for each project;
- Provided assistance and consultation on FEMA's PAAP (Public Assistance Alternative Procedure) Pilot Program;
- Assisted in tracking DAC (Direct Administrative Cost) per project; and
- Developed a comprehensive detailed narrative for each project completed.

## TOWN OF PERDIDO BEACH, AL

**HURRICANE SALLY - 2020**

Our participation in their recovery was unique since this community and their town officials were overwhelmed by the disaster and gave True North full authority from the very beginning of this project. True North Emergency Management assisted the Town of Perdido Beach with all of their recovery efforts for the FEMA reimbursement process and grant management in response to Hurricane Sally's devastation.

True North Assisted the Town in:

- Damage assessments for all the FEMA categories A through G;
- Develop the DDD (Damage Description, Dimensions) for scope of work for all their projects;
- Consulted with FEMA's PDMG (Project Delivery Manager) for each project;
- Performed site inspections of developed "Damage Inventory" line items per FEMA guidelines for all projects;
- Tracked and recorded on approved FEMA forms the costs documentation of work completed for all force account labor, equipment and materials;
- Assisted in formulation of the FEMA EEI (Essential Elements of Information), and Special Considerations Questions for each project;
- Assisted in project entry in the Applicant/FEMA Portal for the development of a PW (Project Worksheet) for each project;
- Developed a comprehensive detailed narrative for each project completed

## BAINBRIDGE AND DECATUR COUNTY, GEORGIA

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### HURRICANE MICHAEL - 2019

Hurricane Michael was the first Category 5 Hurricane to make landfall in the United States since Hurricane Andrew. Immediately following the storm True North mobilized to the Florida Panhandle to start work in the impacted area. Decatur County, GA is the furthest South West County in the State of Georgia and forms the State boundary with Florida. Decatur County initially had over 1 million cubic yards of debris spread across the County. The cleanup was deemed a Direct Federal Assistance Project managed and administered for the USACE. In January the USACE turned the project over to the Cities of Bainbridge and Decatur County. True North served as the debris monitor for the City and County. The largest part of the project was the identification, documentation, and removal of hazardous hanging limbs, trees, and stumps. True North in collaboration with FEMA, GEMA, the City, and the County successfully and safely **monitored the removal of over 25,000 compromised limbs and trees** from over 600 miles of roads. All tickets, photos, gps, and documentation were captured using our electronic ticketing system. The Contractor had 20 crews on the project that were all monitored by True North. In addition to the hazardous trees, True North also monitored the collection of over 250,000 CY of remaining disaster debris and its hauling, reduction, and disposal at recycling facilities and landfills.

## HURRICANE IRMA, FLORIDA

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### HURRICANE IRMA - 2017

Hurricane Irma made landfall in Florida as a powerful Category 4 hurricane, with strong winds and a devastating storm surge. After making landfall in the Florida Keys, Hurricane Irma tracked northward through Florida causing extensive damage throughout the state. The massive storm generated debris from the Florida Keys to Jacksonville.

True North was already activated on more the 15 projects in Texas resulting from Hurricane Harvey. Our depth of staff, resources and capacity allowed us to respond fully to Hurricane Irma with experienced Managers and Supervisors.

The True North advance team was on hand in Florida several days ahead of the storm assisting our clients. Within hours of the storm passing we were performing damage assessments and initializing projects for our activated contracts. At this point, our staff of Managers, Subject Matter Experts and Supervisors began the process of hiring local residents to be trained as monitors. True North assembled a team of over one hundred fifty employees through-out the State of Florida that were trained in FEMA monitoring protocol, project requirements, and safety.

True North debris monitors worked to clean up the rights-of-way and waterways of more than 1,000,000 cubic yards of eligible debris including monitoring the trimming of trees with hazardous hanging limbs coupled with hazardous leaning tree, stump removals, and waterway debris removal.

We monitored debris removal in 7 different regions for the South Florida Water Management District (SFWMD) following Hurricane Irma. This project included more than 100 canals and/or navigable waterways resulting in monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal at a total cost of more than \$10 million.

100% of the debris removal operations were recorded utilizing our state-of-the-art electronic ticketing and data management system. Having a scalable and dynamic debris monitoring application allowed True North to quickly add field units to ensure ADMS continuity through out the life-cycle of the project.

Our staff also provided assessment of numerous debris management sites to facilitate permit and review requirements as well as FEMA Public Assistance (PA) consulting to several clients.

Our Program Manager, a former USACE National Debris Subject Matter Expert, along with Project Managers, Operations Managers, and Field Supervisors worked shoulder-to-shoulder with State, Local, and FEMA project members to ensure successful project completions and maximizing of eligible reimbursement.

ACTIVATED CONTRACTS

City of North Miami	City of Palm Coast	City of Ft. Pierce
City of Hillsboro Beach	St, Lucie County	Seminal Tribe of Florida
South Florida Water Management District		Florida Department of Transportation

HURRICANE HARVEY, TEXAS

HURRICANE HARVEY - 2017

Hurricane Harvey was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country. In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. The widespread and catastrophic effects of Hurricane Harvey resulted in one of the costliest natural disasters in United States history. An estimated 300,000 structures and 500,000 vehicles were damaged or destroyed in Texas alone.

As Harvey produced record rainfall with the slow track from west to east our teams were on the ground within hours of the storms passing. At this point, our staff of Project Managers, Subject Matter Experts and Supervisors began damage assessments and the process of hiring local residents to be trained as monitors. True North assembled a team of over one hundred fifty employees through-out the State of Texas that were trained in FEMA monitoring protocol, project requirements, and safety.

100% of the debris removal operations were recorded utilizing our state-of-the-art electronic ticketing and data management system. Having a scalable and dynamic debris monitoring application allowed True North to quickly add field units to ensure ADMS continuity though out the life-cycle of the project.

True North monitored the debris operations in 3 counties, 13 cities as well as the Yoakum District of TXDOT. With our projects covering the coast from Corpus Christi to Houston and hundreds of miles inland True North monitored over 950,000 cubic yards of debris and issuing over 21,200 debris tickets.

ACTIVATED CONTRACTS

San Patricio County	Refugio County	Chambers County
City of Cleveland	City of Dayton	City of Aransas Pass
City of Ingleside	City of Baytown	City of Portland
City of Port Lavaca	City of Alvin	City of Bishop
City of Webster	City of La Porte	City of Clear Lake Shores
City of Taylor Lake Village		

## CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING & RECOVERY

### CALIFORNIA VALLEY FIRE AND BUTTE FIRE - 2016

The True North team provided Electronic Monitoring of Private Property Debris Removal (PPDR) and PA Consulting (financial recovery assistance) following the devastating 2015 wildfire season in California. The California Department of Resources Recovery and Recycling (CalRecycle) managed the remediation of damage resulting from several 2015 fire events. CalRecycle hired Neel-Schaffer/True North to provide third party debris removal monitoring for the Butte Area Fire. The Butte Area Fire project also **destroyed approximately 70,000 acres**, mostly in Calaveras County, and led to **ROEs on more than 800 private properties**. The Valley Area Fire project included Rights-of-Entry (ROEs) on more than **1,300 private properties**, across about **70,000 acres** mostly in Lake County.

On-site remediation monitoring included tracking the work hours of remediation contractor personnel and equipment. Truck loading and debris removal were also documented for separate waste streams including ash, metals, debris, soil and concrete. Not all waste streams were FEMA reimbursable, which necessitated separate tracking of waste streams. Neel-Schaffer/True North Monitors prepared paper "Daily Activity Logs" as a backup to our Electronic Load Tickets. Neel-Schaffer/True North's proprietary North Track electronic ticketing system was used with 10" tablet computers to accurately track remediation activities. Data was uploaded daily to the North Track Data Management system. This field data was used to assist in reconciling contractor invoices.

True North assisted CalRecycle in reviewing and reconciling remediation contractor invoices to support FEMA reimbursement for both the Butte Area and Valley Area Fires. Removal of ash and debris from destroyed structures mitigated community health hazards. The remediation projects allowed the affected communities to safely rebuild following the disaster. Multiple contractors were hired under "cost plus" remediation contracts, which provided CalRecycle the ability to closely manage the activities of the contractors in cleaning the burn sites.

The Neel-Schaffer/True North monitoring and PA team included more than 30 Monitors, 9 Supervisors & 8 Accountants/Clerks, as well as a Program Director, Project Manager, Officer-in-Charge, QA/QC Manager, Data Manager, and Health & Safety Officers.

## HURRICANE MATTHEW, FLORIDA AND SOUTH CAROLINA

### HURRICANE MATTHEW - 2016

Neel-Schaffer/True North was selected for a pre-position monitoring contract by the City of Palm Coast, St Lucie County and South Carolina Department of Transportation (SCDOT). The southeastern United States was then hit hard by Hurricane Matthew as it moved very close to the coasts of Florida, Georgia, South Carolina and North Carolina. Matthew made official U.S. landfall on Oct. 8 southeast of McClellanville, South Carolina, as a Category 1 hurricane with 75 mph winds.

The NWS issued its first ever flash flood emergency early Oct. 8 for Horry County, including the Myrtle Beach Grand Strand and Conway, South Carolina, due to the combination of rainfall and storm surge flooding. Flash flood emergencies are only issued during rare, exceptionally dangerous events.

The massive storm generated debris along coastal cities and counties from Florida to North Carolina. The SCDOT engaged Neel-Schaffer/True North on October 11, 2016. We successfully hired over 200 local monitors and staff throughout the **10-county project scope** to assist with debris removal monitoring services. More than 185 debris monitors worked to clean up the rights-of-way of **more than 1 million cubic yards** of eligible vegetative debris including monitoring the trimming of trees with hazardous hanging limbs coupled with hazardous leaning tree and stump removals. A local engineering firm, Chao and Associates, Inc., provided assessment of numerous debris management sites to facilitate the SCDOT with meeting



DHEC permit and review requirements. Our Project Manager, a Debris SME, along with other Operations Managers and Field Supervisors worked shoulder-to-shoulder with SCDOT and FEMA project members to ensure a successful project pre-validation process.

Simultaneously, Neel-Schaffer/True North was engaged by St. Lucie County, Florida and about 200 miles north City of Palm Coast, Florida. Both communities experienced tree damage resulting from Hurricane Matthew. Our Project Managers, other Debris SMEs, along with Field Supervisors worked closely with County and City staff and contractors to ensure public ROW was cleared in a timely and safe manner.

### ACTIVATED CONTRACTS

St Lucie County, FL

City of Palm Coast, Florida

SCDOT, South Carolina

## LAFAYETTE AND VERMILION PARISH, LOUISIANA

### LOUISIANA FLOODING - 2016

On August 2016, prolonged rainfall in southern parts of the state of Louisiana resulted in catastrophic flooding. In Lafayette Parish more than 1,500 homes, businesses and other structures flooded due to rising waters pushed up by the record rainfall. Most of the impacted structures were submerged in several feet of water. A flood of this magnitude and intensity posed unique debris management challenges including **Construction and Demolition (C & D) materials, E-waste, white goods and Household Hazardous Waste (HHW)**. True North monitored the removal of more than **66,000 CY** eligible debris from the ROW.

Also effected was the neighboring Parish of Vermilion. After being contracted in September 2016 and **utilizing our existing Lafayette Parish management and data team**, Neel-Schaffer/True North was able to quickly and efficiently begin monitoring operations for an additional **23,000 CY of flood generated debris**. By allocating shared resources, we were able to **reduce** the overall costs to both Parishes without sacrificing quality.

The Neel-Schaffer/True North Team addressed the debris removal concerns for both parishes as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.

## TEXAS DEPARTMENT OF TRANSPORTATION

### SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS AND FLOODING - 2015

True North / Neel-Schaffer was under contract with TxDOT for six years through 2016 to provide Public Assistance (PA) Consulting and debris removal monitoring services. We were selected again by TxDOT in 2017 for similar services. True North / Neel-Schaffer has been mobilized by six different TxDOT districts following multiple disaster events during this period. Four of these districts included PA Consulting. We were mobilized between 2015 and 2017 on multiple disasters including severe storms, tornadoes, straight-line winds, flooding, and Hurricane Harvey.

#### TxDOT Austin District – Severe Storms and Flooding - 2015

The True North/Neel-Schaffer team was asked by the Austin District to provide PA Consulting services following the severe Memorial Day flooding that cause multiple fatalities along with millions of dollars in damage to TxDOT maintained facilities. We compiled project data and developed documentation in support of reimbursement under the FEMA Public Assistance (PA) Program. We also developed projects for reimbursement under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program. We performed PA services in 7 counties (Bastrop, Blanco, Caldwell, Hays, Lee, Travis, Williamson) maintained within the TxDOT Austin District. This included the devastated communities of Blanco, Wimberly and San Marcos.

We provided support for the FHWA ER Program by developing, Detailed Damage Inspection Reports (DDIR), and Damage Survey Summary Reports (DSSR) and Program of Projects (POP) while meeting tight deadlines and specifications. We also fast-tracked the paperwork for the FHWA Quick Release Program. Additionally, our staff compiled professional engineering opinion of costs, other cost estimates, permits, inspection reports, and other detailed information to support the development of draft Project Worksheets (PWs) for the applicant. Our work included more than 50 projects such as road, bridge, and culvert replacements. This represented \$ millions in damaged facilities.

#### **TxDOT Tyler District – Severe Storms, Straight-Line Winds and Tornadoes - 2015**

Following severe storms and tornadoes, TxDOT asked True North / Neel-Schaffer to perform similar services to develop projects and compile documentation in the Tyler District including projects in Van Zandt County, City of Van, Rusk County, City of Henderson, and Cherokee County, including municipal, county, and state roads. We also compiled documentation of flood damage in several Dallas District counties and wind damage in Montgomery and Waller Counties in the Houston District.

#### **TxDOT Yoakum District – Hurricane Harvey - 2017**

Following Hurricane Harvey, True North / Neel-Schaffer was asked by the Yoakum District to perform debris removal monitoring services. The Yoakum District consists of 11 counties.

## **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

#### **WINTER STORM PAX - 2014**

The South Carolina Department of Transportation selected Neel-Schaffer/True North Emergency Management for a pre-event contract in September of 2013. In February of 2014 a severe winter storm ravaged a large swath of South Carolina, and the Neel-Schaffer/True North debris management and supervision team mobilized while the winter storm was ongoing. Neel-Schaffer/True North Operations Managers and Field Supervisors assisted the SCDOT during the PUSH efforts, providing timesheet and equipment log management. These efforts ensured required documentation qualifies for reimbursement for the initial debris clearance response phase. During the PUSH efforts, other Operations Managers and Field Supervisors managed project logistics, out-reach programs, and local staffing efforts.

**We successfully hired over 500 local monitors and staff** throughout the **8-county project** scope to assist with debris removal monitoring services. **More than 450 debris monitors** worked to clean up the rights-of-way (ROW) of more than **1.5 million cubic yards** of eligible vegetative debris along with monitoring almost **230,000 trees**, to include trees with hazardous hanging limbs and leaner removals. A local engineering firm, CHAO and Associates, Inc., provided assessment of numerous debris management sites to facilitate the SCDOT with meeting DHEC permit and review requirements. Our Project Manager, a US Army Corp of Engineers' certified Subject Matter Expert, along with other Operations Managers and Field Supervisors worked shoulder-to-shoulder with FEMA project members to ensure a successful project validation process.

## **EL PASO COUNTY, COLORADO**

#### **BLACK FOREST WILDFIRES - 2013**

In the summer of 2013 the Black Forest wildfire caused multiple fatalities, **burned 14,000 acres of land**, and destroyed **over 500 homes**. The fire was in the unincorporated Black Forest area of El Paso County just northeast of the City of Colorado Springs where 38,000 people from 94,000 acres of land were evacuated. Thousands of standing burned trees were left dead or dying on public rights-of-way (ROWs) and public properties. El Paso County developed a dead tree mitigation team to

remove the hazard of dead trees falling along county maintained roads and park trails. This project significantly reduced the risk of injury or death posed by hanging dead trees and limbs. El Paso County selected Neel-Schaffer/True North Emergency Management to assist with contractor selection and for monitoring the removal of approximately **5,500 fire damaged trees**. Neel-Schaffer/True North assisted in determining which damaged trees were eligible for removal including trees on public ROWs/properties that were either dead or expected to die soon from the fire damage.

Neel-Schaffer/True North utilized their proprietary electronic ticketing system to document the removal of each tree. Key information about every tree removed was recorded including size, date, and GPS coordinates. Following this project, Neel-Schaffer/True North entered into a pre-event monitoring contract with El Paso County to help with future disasters.

## CEDAR RAPIDS, IOWA

### SEVERE FLOODING - 2008 - 2014

In June 2008, Cedar Rapids was impacted by the most significant flood event in centuries. The 500-year flood plain was surpassed, flooding **more than 4,000 homes** and hundreds of businesses. Most of the impacted structures were submerged in more than eight feet of water when the Cedar River overflowed its levees. A disaster of this magnitude, duration, and intensity posed unique debris management challenges including **Construction and Demolition (C & D) materials, demolition** of flood impacted structures, **metals, white goods, Household Hazardous Waste (HHW), Regulated Asbestos Containing Materials (RACM), mold and other airborne and surface contaminants**. Neel-Schaffer/True North monitored the removal of **approximately 49,000 tons of debris** from the ROW and demolition properties. Neel-Schaffer addressed these concerns as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.

Once the initial debris removal effort were completed, the City of Cedar Rapids conducted numerous projects from 2009 through 2014 to demolish homes and other buildings that were damaged beyond repair. The various projects were funded from a number of state and federal sources beyond the initial FEMA project. Recovery projects also included demolition and debris removal of commercial structures. Neel-Schaffer/True North provided demolition and debris removal monitoring for these projects from 2008 through 2014 to ensure reimbursement from FEMA and other funding sources.

## OCEAN COUNTY, NEW JERSEY

### HURRICANE SANDY - 2012

True North provided disaster debris management services to **over 20 cities, counties and townships** in New Jersey following Hurricane Sandy, which made landfall in October 2012. Our monitoring in New Jersey included ROW debris removal, public property debris removal, hazardous tree work, private property work, and waterway debris. These projects included the monitoring of operation and closeout of **22 temporary debris storage and processing sites**.

We worked as a sub-consultant to the Louis Berger Group to monitor the removal of over **1.2 million cubic yards** of debris from Ocean County, including several towns within the County. The removal of ROW debris **was completed in approximately 90 days**, involving **over 200 monitors**. The project included C&D debris, vegetative debris, white goods, HHW, and deposited sand removal. The project also included monitoring a large storm sewer cleaning effort to remove sand and sediment deposited by Hurricane Sandy. Hazardous hanging limbs were removed from over **35,000 trees**.



## DAUPHIN ISLAND, ALABAMA

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### HURRICANE ISAAC - SAND SCREENING AND BEACH RESTORATION - 2012

True North entered into a disaster debris monitoring contract with the Town of Dauphin Island following Hurricane Isaac in 2012. The project included the monitoring of sand screening and beach restoration for more than **166,000 cubic yards of beach sand** from public rights-of-way and public property. The primary roadway into the impacted area of Dauphin Island was covered in **several feet of sand** covering more than 60 percent of the project area or roadway. The project also consisted of removing sand and silt from **drainage canals** on the north side of Dauphin Island. Neel-Schaffer/True North utilized mobile debris management sites (DMS) and towers to allow progression along the impacted project area. The progression of the “DMS,” totaling 8 sites, facilitated more than 250 daily loads utilizing only 4 trucks. **The project was completed in 60 days and closed out in 90 days which assisted the applicant in receiving maximum reimbursement.**

## CITY OF CHATTANOOGA, TENNESSEE

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### TORNADOES - 2011

The City of Chattanooga selected Neel-Schaffer/True North as the primary contractor to manage and monitor the debris removal and disposal as a result of the tornadoes on April 27, 2011. The City selected Byrd Brothers as its debris hauling contractor. The Neel-Schaffer/True North team managed several sub-contractors working under the contractor, Byrd Brothers. Neel-Schaffer/True North properly certified all equipment involved with the debris cleanup operation. Neel-Schaffer/True North coordinated the contractor to erect inspection towers at each debris management site (DMS) and the landfill.

The City of Chattanooga had used force account labor to remove and haul vegetative debris to two of the three DMSs used during the project. Although the City had approximate volumes based on truck counts and manufacturer struck volumes, it was necessary to develop an estimate of the stockpiled debris for further management and reduction by the contractor for subsequent payment. The City requested Neel-Schaffer/True North develop an estimate of the two stockpiles. Neel-Schaffer/True North coordinated this effort with representatives from FEMA, the City, and the contractors.

Following the truck and equipment certification process, in accordance with the City’s Solid Waste Route Zones, systematically, eligible vegetative debris was removed from public ROW and hauled to the DMS allocated to the zone. This zone-by-zone approach ensured that the Neel-Schaffer/True North team effectively managed and monitored the contractor during the removal and hauling of eligible vegetative debris. Since most of the storm eligible debris was vegetative in nature, construction and demolition debris was removed and hauled directly to the local landfill utilizing force account labor and equipment. Following vegetative debris reduction by the Contractor via tub grinders, all mulched debris was loaded and hauled to the local landfill while being properly monitored and documented at the loading and unloading points.

During the course of the storm debris clean-up, approximately **2,700 hazardous hangers, 58 hazardous trees, 40 hazardous stumps**, and **over 135,000 cubic yards of eligible ROW vegetative debris** was removed, reduced, and disposed of properly. The Neel-Schaffer/True North team monitored and documented the debris stream from its origination, the ROW, to final disposal, this ensured **maximum FEMA reimbursement** to the City of Chattanooga.

## KENTUCKY TRANSPORTATION CABINET AND ADDITIONAL JURISDICTIONS

### SEVERE WINTER STORM AND FLOODING - 2009

In January, 2009, the State of Kentucky was smothered by a sheet of ice almost two inches thick. The storm-toppled trees, downed utility lines, and left hundreds of thousands without power or phone service for weeks after the storm. FEMA estimated the damage to exceed \$185 million. A cumulative total of 1.15 million cubic yards of debris were monitored during simultaneous projects.

**Kentucky Transportation Cabinet** - The Kentucky Transportation Cabinet (KYTC) hired True North/Neel-Schaffer Emergency Management to assist in the completion of Project Worksheets under the FEMA Public Assistance Program and to provide debris removal monitoring. Our agreement with KYTC was extended for 5 years, until 2015. We were mobilized following numerous disasters during this period for PA Consulting, funding assistance, and debris removal monitoring. We provided services following tornadoes, flooding, and a severe winter storm.

True North was also asked by KYTC to provide PA Consulting and appeals assistance on a severe winter storm disaster that occurred prior to our contract with KYTC. We assisted in the recovery of over \$35 million in funds that FEMA indicated were to be de-obligated. True North examined evidence related to the de-obligation of funds and assisted KYTC in successfully challenging the de-obligation based on FEMA policy and standard operating procedures. Our work efforts included collection and analysis of all supporting data, including previously-completed initial Project Worksheets, to ensure maximum reimbursement of Category A (debris) costs. Additionally, True North found over \$20 million in eligible costs that were not captured on previous Project Worksheets.

**City of Paducah** - True North / Neel-Schaffer was awarded an Agreement to Monitor Performance by the City of Paducah. We began by preparing Request for Proposal for Debris Removal (RFP) and assisting in the evaluation of the 17 contractor proposals received. True North / Neel-Schaffer monitored the removal of almost 10,000 cubic yards of vegetative debris daily, averaging 175,000 cubic yards total. Furthermore, we validated, addressed, documented hangers totaling over 8,000 trees, and removed approximately 18 City trees.

**McCracken County** - With more than 38,000 residents, McCracken County covers roughly 268 square miles and borders the Ohio and Tennessee Rivers. True North / Neel-Schaffer was awarded the County's Agreement to Monitor Performance contract. We began assisting the County and local officials with the development of the overall project scope. We were able to assess 3,733 potentially hazardous trees by the end of week four, and monitoring the removal of hangers from an average of 329 trees daily.

**City of Mayfield** - Mayfield, Kentucky is home to 10,349 residents. In working with the City's Mayor, True North / Neel-Schaffer was able to assist in the development of a plan for the City's debris removal project, along with the preparation of the RFP. True North / Neel-Schaffer was awarded the Agreement to Monitor Performance. In a two week period, a total of over 30,000 cubic yards has been hauled away.

**Graves County** - Graves County received the worst damage in the entire state of Kentucky due to its rural acreage. True North / Neel-Schaffer was awarded the Agreement to Monitor Performance contract and began its fourth project in the state of Kentucky. This project was significant because of its size and scope. There was over six hundred miles of road that sustained tree damage from the storm. Each circumstance was addressed, documented, and removed. Within the first week, True North / Neel-Schaffer cleared a total of 16,037 cubic yards of debris.

## CITY OF LA PORTE, TEXAS

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### HURRICANE IKE - 2008

Neel-Schaffer was selected for a pre-position monitoring contract by the City of La Porte, TX, several months prior to Hurricane Ike in 2008. This allowed our team to be in place prior to landfall and to begin management and monitoring activities immediately after the storm. We provided assistance in mobilizing the debris removal contractor, certifying haul vehicles, and working with FEMA and TDEM (formerly GDEM) in developing Project Worksheets. Neel-Schaffer monitored the removal of vegetative debris, C&D debris, hazardous hanging limbs, and leaning trees.

Neel-Schaffer monitored the entire debris removal process, including origination of load tickets, completion of load tickets at the DMS, hauling/disposal of reduced debris, and data management for the entire project. We also managed the debris removal process for the neighboring communities of Shoreacres, Morgan's Point, and Taylor Lake Village. This included debris removal, tree work, and management of white goods. The four projects involved removal of **more than 400,000 cubic yards of debris** and work on **more than 3,000 trees**.

## TEXAS GENERAL LAND OFFICE

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### HURRICANE IKE - BEACH SAND CLEANING AND MARINE DEBRIS REMOVAL - 2008

After successfully monitoring the removal of Hurricane Ike debris from municipalities along Galveston Bay, Neel-Schaffer was hired by the Texas General Land Office (Texas GLO) to monitor debris removal from state property. Neel-Schaffer monitored the cleaning of beaches affected by Hurricane Ike as well as the removal of marine debris from Galveston Bay, the Gulf of Mexico, and other waters along the upper Texas Coast. Neel-Schaffer monitored more than **\$10 million of debris removal** and beach cleaning by two contractors.

**Beach Cleaning:** The first stage of this project consisted of removal of storm debris and cleaning of sand on more than **50 miles of beach** on Galveston Island, Bolivar Peninsula, and the beaches of Brazoria County. Three primary methods were put into action to clean the affected beaches: The first included loading large debris items onto trucks. The second consisted of "raking" the sand using front end loaders with teeth to remove buried debris. Finally, the sand was loaded and hauled to a large screen, roughly the size of an 18 wheeler. The sand was then sifted to remove small debris, loaded onto trucks, replaced on the beach, and graded. Neel-Schaffer monitored, quantified, documented and graded more than **40,000 loads of sand**, completing this cycle more than 250 times a day.

Additionally, Neel-Schaffer, the Texas GLO, and HNTB, the Program Manager, determined the most cost-effective methods for cleaning sections of the beaches. Additionally, Neel-Schaffer developed and implemented modifications to the standard five-part load ticketing system specifically for the Texas GLO beach cleaning project. A total of **1.2 million cubic yards** of sand was removed to a 12-inch depth, screened, replaced, and graded.

**Marine Debris:** As the beach cleaning process neared completion, the process of removing marine debris began. The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that posed a hazard to boats entering the waterways.

Several thousand targets were identified over **350,000 acres of water** in five major bays and the Gulf of Mexico. These target items were identified by side scan sonar and were reviewed by the state for historical significance. Neel-Schaffer placed monitors on boats to document the removal of approved items by description, photographs, and GPS coordinates during the removal/loading operation. Monitors issued load tickets and photographed vessels, cars, and debris at the marine extraction point, as material was transferred from boats to land based vehicles.

Efforts were made to reconcile vessels with owners prior to disposal. Neel-Schaffer completed load tickets with volumes and photographed debris loads at the Debris Management Sites (DMS) and for vessels received at the Vessel Management Sites (VMS).

## LAFAYETTE CONSOLIDATED GOVERNMENT, LOUISIANA

### HURRICANE GUSTAV - 2008

Hurricane Gustav entered the Gulf of Mexico and began to impact Texas, Louisiana and Mississippi with torrential rain and wind storms on August 30, 2008.

Neel-Schaffer had been selected as Primary contractor by the Lafayette Consolidated Government (LCG) to provide Debris Monitoring in September 2006. This pre-position contract allowed for the LCG officials to take a pro-active approach for preparing their staff, City, and citizens for future disasters. Neel-Schaffer met with LCG officials following the award of the contract to discuss pre-planning operation procedures. This effort paid off when Hurricane Gustav (DR-1786) made landfall in the state of Louisiana on September 1, 2008.

Our debris response team was deployed to Lafayette prior to landfall in an effort to expedite debris recovery services. The storm passed through the Lafayette area on September 2, 2008 and work quickly began for initiating the 70-hour push contract to clear primary roads which concluded on September 5, 2008. This initiative allowed for City and emergency crews to begin a preliminary damage assessment of the city and report this vital information to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) in order to substantiate the need for a presidential major disaster declaration.

The next phase of the recovery process began September 6, 2008 for Neel-Schaffer to monitor the debris removal process performed by DRC Emergency Services, LLC throughout the City of Lafayette. In three months, Neel-Schaffer monitored the removal of more than **276,000 cubic yards (cy)** of vegetative debris and trimmed **15,235 trees** that were damaged from the storm. The City elected to recycle the vegetative debris into 72,000 cy of mulch that will be used for various landscaping projects throughout the City.

Neel-Schaffer also provided the LCG with a **Debris Management Plan** that was approved by FEMA and as a result provided the City with an additional 5% of federal funding. This effort **saved the City an estimated \$250,000**.



## TRUE NORTH

## REFERENCES

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Hurricane Sally

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# TRUE NORTH

## OPERATING PLAN

### PROJECT UNDERSTANDING

True North Emergency Management has worked in many different capacities following disasters both large and small. This varied experience gives us a good understanding of what is required to provide debris monitoring and disaster recovery services for our clients.

True North understands the Operational Requirements and the Scope of Work required for this project and will meet or exceed all expressed expectations. Strong communication and coordination with the City will be key to an efficient and cost-effective recovery.

The successful completion of complex Emergency Management services requires a project team with the highest qualifications and proven experience with similar projects. With a project team consisting of FEMA PA Specialists, Former USACE Subject Matter Experts and Engineering Professionals, we are confident in our ability to assist the City of League City with their recovery efforts.



With a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs, True North is prepared to offer a flexible solution designed to fit the needs of the City. A “one Size fits all” solution lacks the efficiency and effectiveness of an approach tailored to the needs of the City of League City.

With experienced personnel available and prepared to respond immediately, True North is committed to the providing the capable resources necessary to meet the project needs. Our highly-qualified team of professionals with proven disaster experience are fully committed to ensuring the City maximizes their eligible funding, mitigates against future losses and assist with the corresponding recovery.

### DEBRIS ESTIMATION METHODOLOGY

True North Emergency Management will be available to assist the City of League City with impact assessment for all ROW public structures, equipment, and debris clearance requirements immediately following a notice to proceed. Impact assessments are usually performed in conjunction with the City and the collected data will be used to prioritize impacted areas and resource needs.

True North will assist the City with “windshield” debris assessment estimates to get a sense or “feel” for the extent of the damage. Based on information provided by these assessments, the City will be able to set appropriate priorities and issue urgent assignments to ensure debris is cleared or “pushed” from at least one travel lane on all major roadways followed by primary and secondary roads, usually identified in the City’s DDMP, to expedite the movement of emergency service vehicles and first responders such as fire, police, and medical responders to and from critical facilities.

True North will also use debris estimating methodologies that are consistent with those developed by the US Army Corps of Engineers (USACE). USACE emergency management staff developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris. This same modeling can be used for various types of hazards. Based on data from Hurricanes Frederic (1979), Hugo (1989) and Andrew (1992), the methodology has a predicted accuracy of plus/minus 30 percent.

True North Emergency Management has expanded this approach based upon team expertise, historical data and our experience in response to tornados, floods, ice storms and fires to create a more accurate proprietary estimation model that can be utilized for other types of disasters.

## DEBRIS VEHICLE CERTIFICATION

Certification, documentation, and validation of truck measurements is required by FEMA. Our staff will provide the measurements of the truck and trailer beds and review the compliance with requirements such as limitations of extensions above metal rails. The truck measurements will be recorded and entered into a spreadsheet for validation. Whenever load tickets and truck numbers are entered throughout the project, the database will verify that the truck bed capacity matches the truck number and certified volume. For additional documentation, each measured truck will be photographed. Truck Database access of all certified vehicles will be available at each DMS and final disposal sites to verify vehicles and equipment and for quality control purposes.

To haul and dispose of disaster debris a Debris Contractor vehicle must be certified and have a corresponding truck placard affixed to the side of the vehicle (i.e., that portion that will carry debris), and tandem vehicles will receive a certification and placard for each unit that carries debris.

*A Truck Certification Team (Cert Team) will certify Debris Contractor vehicles at designated sites.*

**The Cert Team will:**

- **Oversee truck certification site activities**
- **Measure Debris Contractor vehicles using a decimal measuring tape and calculate cubic yardage capacity.**
- **Photograph vehicle each debris hauling unit. Complete and issue Truck Certification Form with corresponding truck placard.**
- **Manifest a copy of all completed Truck Certification Forms to the DM and provide input into database files.**
- **Perform random quality control checks of Debris Contractor vehicle capacity to ensure correct displayed placard measurements.**

## COLLECTION MONITORING

All field monitoring will be managed and executed to maximize eligible federal and state reimbursement. True North has a strong track record of full reimbursement of eligible project costs. Our collection monitors will inspect and monitor all eligible debris collection work performed by the removal contractors and record the required data for each load.



**Daily Field Monitor Operations:** Field Supervisors will be assigned to teams of monitors. Our field supervisors are the key to True North's success in ensuring that owners receive full eligible FEMA reimbursement on all projects. True North will stop the effected work in progress that is not being performed or documented in the appropriate manner or which is not in compliance with task orders issued by the City. Such work will be noted for nonpayment. We will inspect work in progress to ensure that removal efforts include only eligible debris in eligible locations.

Our field supervisors have extensive experience in debris management, as well as the ability to effectively train, lead, and supervise monitors. All Field Supervisors are thoroughly familiar with FEMA processes/procedures, and have field experience performing all major monitoring activities, including load ticketing, collection monitoring, disposal monitoring, vehicle certification, communications, and daily reporting. Field Supervisors will report critical information to the City daily.

**Collection Monitoring Support Services:** True North has experience in all aspects of debris management, including planning, operations, management, monitoring, and accounting systems. Our experience includes all types of debris removal programs, such as ROW debris, leaner/hanger programs, Freon removal, white goods, public property debris, waterway debris, comprehensive private property/ROE debris, marine debris, drainage canal debris, demolition, abandoned vehicles and vessels, beach sand cleaning, animal carcasses, condemnations, hazardous materials, asbestos, and tires.

We have also developed numerous supplemental forms and documentation processes for various types of projects. We utilize daily monitor reports, incident reports, tower logs, etc., on typical projects and we have developed specialized forms for projects involving items such as sand cleaning, vessel removal, and demolition. We document debris every time it moves, i.e., cutting hazardous limbs, loading, unloading at DMSs, reduction, and final haul/disposal or recycling. True North will provide all necessary security and oversight for all operations.

## DEBRIS COLLECTION PROCESS

- **Debris is identified in the assigned debris zone.**
- **Debris eligibility is determined and hazards located.**
- **Debris is loaded by contractor while monitor observes.**
- **Load is checked by monitor for safety in transport Overhanging debris, and over height loads must be addressed before issuing load ticket.**
- **Load Ticket is issued to truck driver – Electronic or Paper.**
- **Truck drives to the debris management site (DMS).**
- **Truck driver gives load ticket to landfill monitor.**
- **Landfill monitor scores load, records, and logs it on the tower log; Copy of the load ticket returned to the driver.**
- **Truck unloads, tower monitor verifies empty, and the truck returns to the collection site.**

## TOWER MONITORS

DMS/tower monitors are the most critical monitoring positions on a disaster debris project because of the judgment required in rating loads and the number of load tickets finalized at DMS/disposal sites. True North provides a higher level of training to fully prepare Tower Monitors for these challenges.

The efficiency and effectiveness of any Debris Removal Operation is only as good as the operation and management of the disposal sites. Simple fact – one can load only so much debris at curbside without a place to dispose of the material. A safe and smooth running disposal operation greatly enhances the entire debris removal, reduction, and disposal process.

Often permanent disposal sites are not available at the onset of a Debris Removal Operation. This necessitates using a temporary DMS. In many cases these DMS's are used to collect debris, in some cases sort debris, and often reduce the volume of debris by recycling, grinding, chipping, or incineration. Ultimately the material must be moved to the “final resting place.”

Many important actions generally occur at the disposal site. These actions include “Calling the Load” , ensuring only debris eligible for disposal at the site is accepted, monitoring reduction operations, inspecting loads for hazardous material, and monitoring the safe operation of the site.

**The Tower Monitor's job duties include but are not limited to:**

- *Estimate the volume of material in the dump body or hauling container by estimating the percent of full volume or the number of cubic yards of material the load is “short” of being full.*
- *The disposal site Monitor calculates the volume hauled by taking the Maximum Load Capacity (which is on the placard on the truck and also on the load ticket, which should match) times the estimated percentage that he has already assigned, which will equal the total Cubic Yards on truck.*
- *Classify the type of debris delivered to the disposal site to ensure proper documentation and disposal.*
- *Inspect the loaded debris for possible contamination by household hazardous waste, household garbage, hazardous waste, oil drums, propane containers, etc. and take specific corrective action when needed.*
- *Complete the required documentation to ensure eligible reimbursement.*
- *Ensure the hauling trucks are empty of debris before leaving the DMS.*

## LOAD TICKET PROCESS DEVELOPMENT

Field monitors will initiate load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris, and truck number and capacity. Debris site/tower monitors complete each load ticket with a load rating. Monitors will keep a log that contains information such as debris loading site location, loading site monitor's name, supervisor's name, number of load tickets issued during the shift, a listing of load ticket numbers issued or voided, and any problems encountered or anticipated. Load tickets and logs will be available to the City. In addition to the tickets and logs, cumulative data and activity reports on completion progress and issues will be submitted to the City. These reports will include detail of the quantities and types of debris hauled. This information will be used by True North to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Field supervisors will be utilized along with control points to ensure thorough documentation and ticketing of debris loading operations.

## PROJECT MANAGEMENT MEETINGS

Effective communication is vital to the success of all recovery projects. To ensure that all personnel involved in monitoring the debris removal operation are kept up to date, the following meetings and communications are conducted:

- **Daily Communication and Safety Meetings:** Prior to the start of operations each morning, all monitors are required to sign-in at a predetermined location. Meetings are held in each zone and are headed up by the Field Supervisors. At these meetings, ongoing training is conducted, changes in FEMA guidance are reviewed, safety issues are addressed, and any pertinent information is exchanged. The Field Operations Manager will generally attend daily meetings.
- **Periodic Client Meetings:** We recommend meeting with the City on a regular basis, to exchange relevant project information and progress. True North will provide detailed Daily Operations Reports to the Debris Manager. Typically, regular client meetings will be held daily, or multiple times, as desired by the City. Our periodic meetings offer another opportunity to meet with staff on operational matters.
- **Coordination Meetings with Contractors:** True North will initiate meetings with the debris removal contractor to help expedite the work and to discuss any issues that may arise during the week. The City personnel will be made aware of the time and place of these meetings and invited to join. It is important that the monitor and contractor are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will coordinate with the City personnel as needed on any issues that may arise in the field.



# TRUE NORTH

## STAFFING PLAN

### FIELD STAFFING PLANS

True North will coordinate work schedules with contractors 24 hours in advance and provide work schedules to the City's Authorized Representative. Accurate scheduling is critical to ensure adequate monitoring is provided to document debris removal without the unneeded cost of excess monitors. Realistic schedules are also necessary to allow the City to track and oversee the project effectively. Monitors and contractors will be expected to follow these schedules to ensure efficient, and effective project performance.

True North will provide all positions required for a complete debris monitoring and documentation project. Final staffing level determination will be made by the City. Debris Monitors will be primarily locally hired and will be a minimum of 18 years of age, with a valid driver's license issued in the U.S., pass a drug screening and the required criminal background check requirements. All True North documents shall be in compliance with FEMA requirements and guidelines.

True North has extensive experience in hiring and training hundreds of debris monitors following disasters across the country. We intend to hire and train the majority of our debris monitors locally. This will reduce costs to the project, and help to support the local economy. We will provide experienced management and supervisory staff to provide oversight of the monitors. We are committed to developing an effective and efficient debris removal staffing plan for the City of League City.

There are several factors in developing a debris removal staffing plan: the amount and type of estimated debris, the estimated duration of the project, the attributes of affected area and size, the number of DMS sites, the turnaround time or haul distance for trucks, and the number and types of trucks being used. There is a model that was developed by the USACE in the early 90's still in use today. The model is somewhat outdated due to the debris industry has evolved, instead of having a haul crew (load unit which loads three to four dump trucks) now most haulers use larger self-loading trucks with trailers. When the project first starts the haulers will pickup the 'low hanging fruit' (large piles near the DMS) and as the project continues the piles will get smaller and farther away from the DMS. They may start out hauling 5 to 6 hundred CY per day, but as the project continues that number will decrease. So, when developing the plan you need to take a historical average from past debris operations using the daily haul rate to derive the daily haul rate per truck for the present operation. Each of the following assumptions can be adjusted to meet the City's needs. The plan will be reviewed and adjusted as needed.

In order to control costs and save public money, True North is diligent in minimizing hours spent on monitoring activities. We will consult with the City on staffing and work planning, with the City having final say on staffing levels. We welcome the City's representatives to visit and review the efficiency and effectiveness of our monitoring program.

### HIRING/TRAINING/CERTIFICATIONS

We intend to hire and train the majority of our monitors locally. Some of the benefits of hiring our monitoring staff locally are:

**An investment in the community** — Hiring locally allows for a portion of the debris management costs incurred by the City of League City to be reinvested in the community through employment opportunities.

**Local Knowledge** — No one knows a community better than the people who are part of it and hiring locally also fosters community involvement.

**Resources** — Hiring locally reduces the stress on resources that are typically in demand after a disaster event, such as rental cars and hotels.

Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring and the corresponding recovery of the community.

All debris monitors and the City staff, as requested, will attend a training program designed by our debris management specialists. The True North training program ensures that all staff are knowledgeable on AEMA, FEMA, and FHWA guidelines, eligibility requirements, required documentation and any project specific requirements. All True North employees will be properly trained prior to performing any work on the project. Our experienced disaster response team provides training in a classroom setting followed by field training that is designed to verify experience and knowledge of work assignments. All disposal site monitors, collection monitors, and project coordinators are required to attend a training program that includes identification of eligible debris, proper documentation, communication protocols, and safety requirements. All field personnel are required to have effective communication skills to facilitate a cohesive work environment and promote professional interactions with the public.

True North Emergency Management has a proven, effective hiring and training program. Based upon years of experience, True North has developed several proven methods to staff a debris management and monitoring response within 24-72 hours for most of our past engagements. True North leaders have learned that monitoring applications increase exponentially hourly due to the “word of mouth” cause and effect coupled with our payroll dependability. True North has had many monitoring engagements in Florida over the past four years. Therefore, we have hired and trained several hundred debris monitors. Many of these monitors will be available and very interested to work on a moments notice. Our monitoring base is familiar with True North’s proven ability of getting each monitor paid in a timely manner. We pay our team members well, on-time, and regularly. Having a reputation to pay people dependably, pay well and regularly, even under exigent circumstances, has resulted in a loyal monitoring base. Therefore, True North is confident that we can assist the City of League City with debris monitoring on your largest disasters, if needed.

All permanent staff, Incident Management Team members, Principles, Program Managers, Project Managers, Operations Managers, Safety Managers, SME’s are trained on FEMA Debris operations. Debris Subject Matter Experts were trained and certified by the USACE.

True North has a thorough training program both for new employees and to keep all disaster recovery personnel up to date with the latest FEMA policies and industry standards. We have frequent mandatory training on safety, operational, and regulatory issues. True North has more than 20 Supervisors and leaders with PA and debris management experience directly for FEMA and the U.S. Army Corps of Engineers (COE). Our accountability is measured in our high standard of performance and is constantly monitored to ensure we are up to date and well versed in the latest regulations, policies and information bulletins.



# TRUE NORTH MANAGEMENT PLAN

## RESPONSE

True North has never failed to respond to a contract activation, regardless of existing contractual obligations. To successfully manage multiple contracts, True North reviews its projected workload and frequently assesses our staffing commitments to ensure our team can provide exemplary service to our clients.

**True North Emergency Management will activate its forces within 24 hours of receipt of the Notice to Proceed.**

Our response to the City of League City will be immediate, rapid and efficient with a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs. **At True North Emergency Management, all our clients are a top priority.** We have the capacity and depth of staff to ensure all our clients receive the same top-notch service regardless of the size of the community.

True North is committed to providing experienced debris management experts to our clients. We have a strategy of being geographically selective based on our capacity to ensure our clients receive the top-notch professional service that has made True North a leader in the field of debris monitoring. Having multiple contracts within the same geographical area allows us to allocate shared resources between projects. This increases efficiency as well as reducing the overall costs to our clients without sacrificing quality.

## MOBILIZATION

Having extensive major hurricane debris monitoring experience, True North will mobilize to the disaster site immediately after notification from the City. We will deploy quickly with trained, experienced managers and personnel. Our response will be immediate, rapid and efficient, with a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs.

Our team mobilized more than 450 temporary employees following the 2014 winter storms in South Carolina. We mobilized 250 temporary employees to meet the needs from Hurricane Sandy in 2012 and 2013 in the Northeast. Neel-Schaffer/True North also mobilized hundreds of monitors following Hurricane Katrina (MS) in 2005/2006 and Hurricane Ike (TX) in 2008/2009. We provided monitoring of thousands of workers during cleanup of the BP Gulf of Mexico oil spill in 2010 and 2011. We had more than enough supervisory staff to oversee the debris monitoring services. Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring.

## PAYMENT MONITORING AND RECONCILIATION PROCESS

We reconcile quantities with the contractor on a regular basis to ensure load ticketed quantities match as the project progresses. This avoids stress at the end of pay cycles in the event of different interpretations by the parties. True North reconciles data ticket-by-ticket and performs all tasks in compliance with FEMA standards. We review all contractor invoices for accuracy and consistency with load tickets, tower logs, and project spreadsheet quantities. Accurate, complete invoices/pay requests with correct quantities are forwarded to our clients on a timely basis, with a recommendation for payment. Our team's monitoring, documentation, and review processes provide the quality control and backup needed for maximum eligible reimbursement by FEMA. We will keep you informed of the effect of recommended payments on the project/overall budgets, project worksheets, and purchase orders. This will assist in planning for purchase order adjustments and the need for additional versions of project worksheets.

## FEMA/FHWA FUNDING SUPPORT

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Our highly-qualified team of professionals with proven disaster experience are fully committed to ensuring the City of League City maximize their eligible funding, mitigates against future losses and assist with the corresponding recovery. Some key advantages to selecting the True North Team include:

- We have a definitive understanding of this type of project;
- Our committed efforts to the improvement and innovation of our program management processes;
- We offer outstanding project leadership; and
- We maintain an emphasis on communication.

Our experienced staff will represent the City with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of disasters. The True North Team has extensive experience conducting preliminary damage assessments. We will collaborate with the City on the project formulation of FEMA projects, including developing scope of work, cost estimates, detailed damage descriptions (field team assessment of damages including damaged structures, contents, etc.) and required backup documentation for submittal of project worksheets

True North has the proven ability to deliver projects on-time, within budget and in compliance with the requirements of the funding source. We will work with the City to ensure all necessary steps are taken to ensure all eligible funding opportunities are maximized.

True North has helped public clients secure billions of dollars in disaster recovery reimbursements over the past 20 years. We have become very proficient in all phase of disaster recovery including damage assessment, Public Assistance consulting, grant management, debris monitoring, funding assistance, engineering, and inspection.

## QA/QC PROGRAM

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The True North team will implement a QA/QC Program to minimize errors on all project documents. The True North team will provide Field Supervisors to observe the activities of our monitors and provide Quality Assurance/Quality Control reviews on the entire project. Adequate project control and full FEMA reimbursement can only be assured if our policy and procedures are accurately implemented in the field.

If an issue is discovered, True North will take immediate steps to not only rectify the problem, but to also put steps in place to prevent the issue from reoccurring.

Every debris project is carefully managed from the FEMA kick-off meeting through project closeout. We will communicate thoroughly with key stakeholders and agencies of the project including, the City of League City, FEMA, FHWA, regulatory agencies, contractors, supervisors and employees. Frequent and effective communication is important to ensure we understand and achieve the goals of the City. A clear understanding of the Stafford Act, disaster specific guidance and local FEMA staff are critical in project control and management to ensure full reimbursement.

Accurate and complete record keeping, documentation and data management are as important as the physical work in meeting the goals of the City and receiving full FEMA reimbursement. The True North team follows the basic five-part FEMA load ticket process in monitoring ROW debris. Eligibility of debris and complete, accurate documentation lead to full reimbursement. These basic functions must be performed correctly in the field. We place great emphasis on training and supervising monitors in the basic monitoring functions to ensure they are performed consistently, and correctly.



## SAFETY

Safety and training are key components that we stress to our employees. Safety is of the utmost importance to protect our monitors and personnel involved in the project. We will conduct regular safety meetings to inform and remind employees of the importance of project safety. Each safety meeting will generally summarize overall monitor safety, then provide detailed discussion of particular elements of project safety, such as safe driving, roadside traffic safety and safety around heavy equipment. Additionally, we have dress code and safety gear requirements for our employees.

All monitors will have access to safety equipment that is compliant with federal, state, and local requirements. That includes eye protection, hearing protection, reflective safety vests, hard hats, and wet and cold weather clothing. All debris monitors will wear safety shoes and DOT Class II reflective safety vests.

Safety is always our first consideration on any job. Our safety procedures are followed in accordance with our Neel-Schaffer Safety Program (updated January 2017) along with a project specific safety plan. The nucleus of our safety plan is the Job Hazard Analysis (JHA) identifying specific job-site hazards. Along with the JHA, we conduct an initial safety meeting followed by a daily tail-gate meeting and a weekly inspection. Our plan provides specific guidance to employees working alone. We also follow the safety guidance of on-site contractors.



# TRUE NORTH

## ELECTRONIC TICKETING SYSTEM (ADMS)

Automated Debris Management Systems (ADMS) are changing the debris monitoring and recovery process for the better. Properly implemented systems eliminate traditional paper load tickets and provide a more efficient and cost-effective data capture while eliminating many of the human errors associated with traditional data entry. Not only does E-Ticketing assist the project collection and disposal monitors with data collection efficiency, accuracy, and completeness, it potentially eliminates thousands of hours of manual data entry of load tickets and photographs into a project database.

True North has invested considerable resources in developing our state-of-the-art data management system. The True North Data Management System is a scalable and dynamic debris monitoring application that will provide a detailed and accurate electronic load ticketing process following a disaster event.

Our ADMS is a true standalone ticketing system that has the ability to operate under extreme environmental conditions both with (Live Mode) and without access to internet, cell towers, or Wi-Fi (Sync Mode). **Our extensive field experience has taught us that adequate cell service is not always available even under the best conditions.** By not being restricted to a “live mode” only, True North can effectively implement our system from the very beginning of a project when electricity and cell towers may be unavailable or compromised. The True North ADMS system establishes, stores, and provides all the necessary documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies to assist in maximizing your eligible disaster debris reimbursement.

The True North Data Management System provides the client with almost real-time project progress information. Progress summary reports and maps, utilizing un-reconciled data, can be generated daily within hours of completion of field operations. True North can use this data for debris removal mapping for an overall picture of project progress without the delays normally associated with manual data entry. Creating project specific updates and reports are straightforward and quickly implemented. **We can add additional Hand-Held Units easily and efficiently** if needed. The use of **multiple backup servers** and **frequent data system backups** virtually eliminates the risk of data loss.

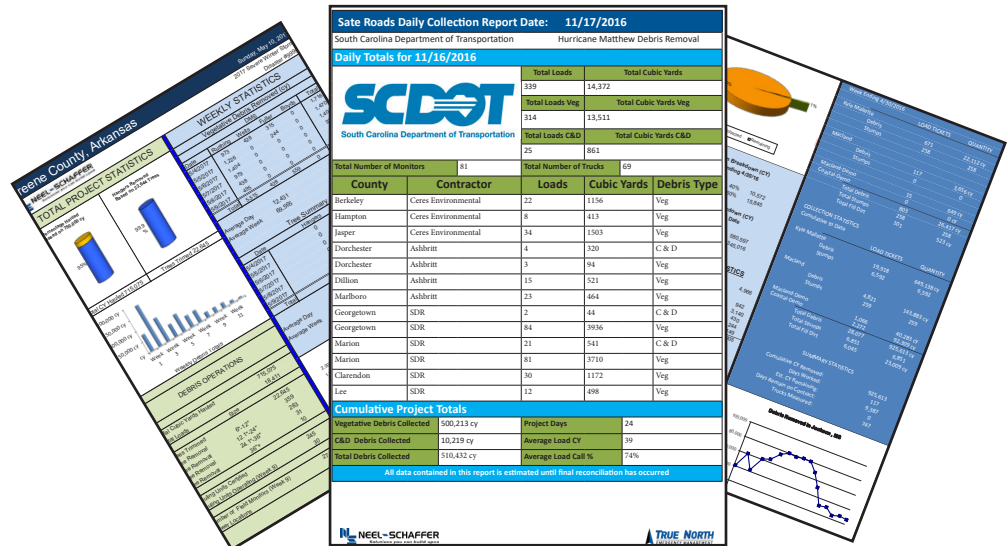
## DATABASE REPORTING

**Data Administration:** All load tickets and debris site data will be entered daily into our ADMS. This system has proven to be invaluable on complex projects. While managing ROW vegetative and C&D debris is relatively simple, tracking numerous communications, types of debris, and inspections for each individual ROE property requires a well-designed data base system.

Cross-checks are built into our data system, which shows caution flags when unexpected parameters are detected. Examples of data base “flags” could be short turn-around of a hauling unit, discrepancy on capacity, or high loads per day. Our data management system can be organized and sorted by an array of factors to generate comprehensive reports. We will work with you to develop an automatic daily report format to meet your information needs. We can generate custom reports from the data base to provide a wide range of project information. This reporting will be valuable in determining the need for additional passes, new programs, modifications to the scope of the project, etc. GPS coordinates are recorded and digital photographs are gathered to document critical activities, including all unit price tree removals, to meet FEMA requirements.

### Daily Operational Reports:

True North will provide **detailed daily status reports**. These reports will be developed for automated generation by our comprehensive data management system. Relevant project statistics and cumulative statistics will be shown in a straight forward graphical manner for officials to provide information to the media or to their constituents. These reports will be customized to fit the specific needs of the City, and will also include information such as number of vehicles operating, total loads hauled, and cubic yards hauled. The data will be reported in categories by zone, contractor, debris type, average load volume, and citizen drop-off sites.



*True North recognizes that our clients have different needs and we provide the ability to customize reports to fit their reporting needs.*

**Cost Tracking:** True North's data management system can be used for detailed tracking of project costs. Costs will be tracked by zones, by contractor, and other relevant categories as requested by the City. This system will be used to develop periodic reports, to reconcile contractor invoices and to develop documentation to support FEMA reimbursement.

## TICKET FLOW/DATABASE

The process begins when monitors initiate electronic load tickets as hauling units are loaded. Basic information is recorded including; address, GPS location, debris type/pay item, monitor, driver, vehicle certification number, date, time, and other relevant information as well as photos if necessary. At the completion of loading, the electronic data is encrypted and electronically labeled for a specific driver and hauling unit. The encrypted data is provided to the driver to be delivered to the Tower Monitor at the landfill or Debris Management Site (DMS). The driver provides this encrypted data to the Tower Monitor, who downloads the electronic load ticket into data management system and rates the load by percentage full. Although the primary data is electronic, a paper ticket is printed at the landfill or DMS to provide archive copies for the Owner, contractor and driver, as a record of the load. The electronic ticket is then completed and another e-ticket can be initiated for the hauling unit.

The True North electronic ticketing and data management system has numerous cross checks and internal controls to ensure accurate data capture and to minimize errors. The True North ADMS database, with electronic load tickets, forms the basis for contractor invoice reconciliation and recommendation to the owner for payment. The database will manage all information collected in real time (live mode), daily (sync mode) or a combination of the two modes (IE. Sync Mode for field monitors and Live Mode for Tower Operations). Additional information, such as photographs, are electronically linked to individual records in the data management system.

We are also able to track submerged marine sonar targets by GPS and to track targets visited, targets recovered and targets cleared. True North will work with the owner to develop specific tracking procedures for each project. We tracked this type of data on over 9,000 targets following Hurricane Ike for the Texas General Land Office (GLO). The data management system can also record and track dredge material quantities for validation and reconciliation purposes.

The core of the True North data management and electronic ticketing system is a fully relational database. This provides a strong backbone to allow for project specific applications, system flexibility, and system upgrades driven by technology advances and changes to federal regulations. Key features of the system include:

- **Designed to expedite and improve accuracy of debris data collection**
- **The Hand Held Units collect data electronically without the use of paper tickets**
- **Units have built in GPS receivers for tracking**
- **Hand Held Units can operate without cellular support**
- **An encrypted and tamper proof system is utilized to transfer e-Ticket information.**
- **Paper Load Tickets are generated at Tower**
- **Multiple servers are maintained at separate locations for data security**
- **The True North Data Management system is web-based and is password protected for efficient reporting and tracking**



## TRUE NORTH

## PROJECT SCHEDULE

**Breakdown Upon Issuance of Activation for Disaster**

Upon activation, True North will make contact with the Project Point(s) of Contact to determine any known magnitudes of debris caused by the event, impacted area(s) and identify any known special issues that have arisen as a result of the disaster. This will allow us to immediately initiate the development of a Project Action Plan as well as initiate a Quality Assurance/ Quality Control program to ensure contract compliance and maintenance of performance goals and standards. We will coordinate with local, state, and federal staff, as available, to conduct an initial assessment of the damage and debris caused by the disaster, develop an estimate of the size of the debris project, and outline what resources will be required to effectively manage the debris removal operations. This task can be typically completed within 24-48 hours of activation.

**Immediately upon receipt of Notice to Proceed (Within 24 hours)**

- Contractor Staff would report to the City's EOC.
- Project Initiation & Damage Assessment.
- Develop a Project Action Plan.
- Coordinate with local, state, and federal agencies, when available, to conduct an initial assessment of the damage and debris generated by the disaster, develop an initial quantity estimate of the debris, and determine what resources will be required to effectively manage the debris removal and disposal operations.
- Provide Operations Managers/Field Supervisors, Data Managers, and an initial set of debris monitors to handle the initial 70-Hour debris clearance work.

**Debris Emergency Clearance Coordination & Monitoring (First 70 hours of debris clearance work)**

- Work with project POC to confirm and prioritize roads, critical facilities, and areas for initial debris clearance.
- Document the Time and Materials Contract Work (Labor and/or Equipment).
- Track any other contracted services that could be reimbursed under the FEMA PA grant program.
- Collect data from the field, analyze the data, scan the data, and enter it into the appropriate project database.

**24 – 48 hours following receipt of Notice to Proceed**

- Begin truck/trailer/equipment certifications.
- Debris Management Site Establishment & Staffing.
- Setup ADMS database; enter certifications; enter DMS information.
- Initiate the process to recruit, screen, and train additional locally-hired monitoring/clerical staff, as needed.
- Initiate Health and Safety Awareness and Compliance program.

**48 – 96 hours following receipt of Notice to Proceed**

- Begin Monitoring ROW Debris Removal Operations.
- Provide project reports at an agreed-upon interval, e.g. Daily at 7 AM.
- Work with project POC(s) to identify additional potential Debris Management Sites (DMS).
- Document conditions of identified sites and assist with securing required debris processing permits.
- Coordinate set up of DMS locations with collection/hauling contractors.



**Contractor Invoice Reconciliation - 3 - 5 days after receiving invoices**

- Review contractor invoices for comparison with governing contract T&M and Unit Prices.
- Review contractor invoices for accuracy against True North's independently maintained database.
- Provide client reports on any discrepancies and recommendation for payments to the contractor.

**Final Pass Completion - Last weeks of debris collection operations**

- Assist project POC in developing and publishing public announcements regarding final pass schedules.
- Deploy Field Supervisors to confirm clearance of all public Rights of Way (ROW).
- Provide GIS data/maps of any remaining eligible debris that needs to be removed and disposed.
- Provide written confirmation of completion of debris removal operations.

**Haul Out of Mulch and Processed Debris - Last 2 - 3 weeks of project.**

- Monitor and document the removal of all reduced debris from the DMS.
- Monitor and document the final disposition of all reduced and processed debris.

**Closure of Debris Management Sites - After all debris is cleared from the site**

- Confirm and document removal of all debris, towers, equipment, and materials.
- Document site restoration/remediation, work, costs, and completion.
- Confirm compliance with all local, state, and federal permitting requirements.

**FEMA Public Assistance Grant Claims Report - From beginning to end of project.**

- Work with the client's staff, the State, and FEMA to ensure that all eligible costs for debris removal are appropriately documented and submitted for reimbursement.
- Advise client on the current FEMA Public Assistance Procedures and ensure that all operations, invoicing, and billing are consistent with the current program.

True North has the proven ability to deliver projects on-time, within budget and in compliance with the requirements of the funding source. We will work with the City to ensure all necessary steps are taken to ensure all eligible funding opportunities are maximized.





# TRUE NORTH

## ADDITIONAL SERVICES

### PUBLIC ASSISTANCE (PA) CONSULTING

True North has helped public clients secure billions of dollars in disaster recovery reimbursements over the past 20 years. We have become very proficient in all phase of disaster recovery including damage assessment, Public Assistance consulting, grant management, debris monitoring, funding assistance, engineering, and inspection.

Our highly experienced PA staff will help to maximize eligible projects and FEMA reimbursement. We have experience in all categories of FEMA reimbursement, as well as hazard mitigation funding programs.

Our experience includes:

- **Category A, Debris Removal**
- **Category B, Emergency Protective Service**
- **Grant funding for Permanent restoration of damaged facilities, including cost-effective hazard mitigation to protect the facilities from future damage (Permanent Work):**
- **Category C, Roads and Bridges**
- **Category D, Water Control Facilities**
- **Category E, Buildings and Equipment**
- **Category F, Utilities**
- **Category G, Parks Recreation and other Facilities**
- **Assist Applicant in Identifying Damage**
- **True North professionals also have Quality Assurance experience on FEMA projects.**

**True North will provide the following service as requested by the City:**

- **Damage Assessment**
- **Assistance in attaining expedited Funding**
- **Identification of eligible emergency and permanent work (Category A-G)**
- **Direct Administrative Cost Tracking Assistance**
- **Project Cost Estimation Documentation**
- **Insurance evaluation consultations**
- **Project formulation, scope development and review**
- **FEMA Environmental and Historic Preservation (EHP) Review assistance**
- **FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support**
- **Staff augmentation with experienced Public Assistance Experts and Subject Matter Experts (SME)**
- **Interim inspections, final inspections**
- **Appeal services and negotiations**
- **Reconstruction and long-term infrastructure planning**

- **Final review of all emergency and permanent work performed**
- **Identifying 406 Hazard Mitigation opportunities**
- **Hazard Mitigation Recommendations, Development, and Support**
- **Audit Assistance**

We will help identify smaller projects types that are often overlooked, such as street sweeping and debris removal from storm drain systems. True North will also assist in evaluating project options. For example, we have assisted the County of Rowlett with structural evaluation of an elevated water storage tank that was damaged in the December 2015 tornado. Our evaluation lead to demolition of the water tank and development of an FEMA alternate project to construct a 16" water transmission in lieu of replacing the demolished tank. Since a newer larger elevated tank had been build nearby, a hydraulic study was conducted that demonstrated that the transmission line connecting the east and west sides of the city would benefit the water system more than replacing the tank at a similar cost.

True North provided PA Consulting services to the Kentucky Transportation Cabinet (KYTC) following a severe ice storm in 2009. We assisted in developing documentation leading to reimbursement of \$35 million that FEMA had indicated would be de-obligated. True North also identified more than \$20 million in addition FEMA funding that had not been identified in the initial project development process prior to our involvement.

True North is most recently provided PA Consulting services for the Seminole Tribe of Florida to support reimbursement of damage resulting from Hurricane Irma. They experienced damage at four different reservations in Florida. True North has recently completed working for the State of California (CalRecycle) following the 2015 Butte and Valley Wildfires to maximize FEMA reimbursement of more than \$230 million in costs.

The True North team also has extensive experience in assisting with Federal Highway Administration (FHWA) Emergency Relief (ER) projects. Roadway and bridge disaster repair and replacement projects are generally reimbursed by FHWA rather than FEMA on roads classified as major collector and above, regardless of the entity (city, county, DOT) that maintains the road. True North provided funding and reimbursement assistance to the Texas Department of Transportation (TxDOT) following the May 2015 catastrophic flooding. We provided support for reimbursement under both the FHWA ER Program and the FEMA PA Program. We assisted 4 TxDOT Districts (Austin, Dallas, Houston, and Tyler) with financial recovery assistance.

## COVID-19 PROJECT DEVELOPMENT

Under the COVID-19 Emergency Declaration FEMA may provide assistance for emergency protective measures including, but not limited to, the following (While some activities listed may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. FEMA will not duplicate any assistance provided by HHS/CDC):

- Management, control and reduction of immediate threats to public health and safety:
  - Emergency Operation Center costs
  - Training specific to the declared event
  - Disinfection of eligible public facilities
  - Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety
- Emergency medical care:

- Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
- Related medical facility services and supplies
- Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
- Use of specialized medical equipment
- Medical waste disposal
- Emergency medical transport
- Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs):
  - All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures
  - Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency
- Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits
- Movement of supplies and persons
- Security and law enforcement
- Communications of general health and safety information to the public
- Search and rescue to locate and recover members of the population requiring assistance

## PLANNING AND TRAINING

True The True North Team, in conjunction with the City of League City, will identify and create the appropriate planning and training needed to strengthen the City's response to a disaster. Our experienced staff of recognized leaders, having performed hundreds of planning, training, and exercise projects, will assist the City with its planning and training needs to ensure an optimal level of disaster preparedness.

The True North will provide Emergency Management Planning Services if requested by the City, such as:

- Disaster Debris Management Plan (DDMP);
- Continuity of Operations Planning (COOP);
- Pandemic Illness Planning and Response;
- Comprehensive Emergency Management Plan; and
- Hazard Mitigation Plan.

Our Team is extremely experienced in providing planning and training services which include:

- Overall program assessment, including review of plans, policies, procedures, sites, systems, and other services
- Development of a comprehensive debris management and operations plan including plan development, plan review, plan revisions, and staff training
- Procurement assistance for debris removal contractors and other services as needed
- Selection and permitting of DMS locations and any other permitting/regulatory issues as needed

- Conducting training sessions for all SBDD personnel and providing assistance in all facets of disaster response and recovery operations planning efforts
- Other training and assistance and other debris management/consulting services identified that might be required by the SBDD
- Training will also include key financial tracking and time keeping guidelines that have saved our clients thousands of dollars

## TRAINING

The True North Team has extensive experience with providing training to government personnel on emerging regulations, guidance, and best practices on the federal, state, and local levels. We have provided training on EOC functions, on how to use plans like EOPs and COOPs, and in other areas. Our personnel will be trained in debris management, reimbursement process, and recovery programs to include development of public notices on recovery programs available. True North and Metric offer presentations which includes training for: Debris Monitoring, Public Assistance, Emergency Relief, and more. Regardless of the topic, the Team's approach to training is based around five phases.

- **Phase 1:** Identification of Objectives and Program Standards. Training program development begins by identifying the roles and responsibilities of each individual accountable for implementing plans during an emergency event and the elements required to fulfill those responsibilities.
- **Phase 2:** Development of the Curriculum. This phase requires the development of training programs to meet the needs of specific staffing positions, optimizing the training content and delivery methods to achieve the desired objectives.
- **Phase 3:** Content Development. After the curriculum and objectives are thoroughly defined, our Team will research existing federal, state, and local training modules to determine if they meet the training objectives. If so, we will coordinate with the City to ensure we leverage present offerings and minimize costs. For other training objectives, we will coordinate with the City to determine the most appropriate methods for training.
- **Phase 4:** Training Program Presentation. The Team has a large cadre of experienced and certified instructors and subject-matter experts prepared to present effective programs in emergency management preparedness, response, and recovery disciplines. Our Team will conduct the training the stakeholder organizations, drawing from proven methods and best practices.
- **Phase 5:** Training Program Review and Management. The Team will conduct follow-up reviews with training participants following each training session to identify areas for improvement in the training programs.



**City of League City, Texas**  
**Planning Standard**  
**Planning Standard - 6/28/2022**

**ASSUMPTIONS:**

Total Debris: **426,000 cubic yards** generated by disaster

1 Debris Management Site (DMS) and 1 Landfill

60 -Work Day Project Duration

Each Loading Crew removes 600 **CY/Day\***

12 Collection/Field Monitors and 2 DMS/Tower Monitors

11.83

12 Hour/Day, 7 Day per Week Operation

**rounded to 12**

Position	Personnel (Number)	Hours/ Day	Work Days	Estimated Hours	Hourly Rate	Estimated Fee
Project Manager	1	12	60	720	\$ 87.00	\$ 62,640.00
Operations Manager	1	12	60	720	\$ 85.00	\$ 61,200.00
Field Supervisor	2	12	60	1,440	\$ 77.00	\$ 110,880.00
Debris Site/Tower Monitor	2	12	60	1,440	\$ 35.00	\$ 50,400.00
Collection Monitors	12	12	60	8,640	\$ 35.00	\$ 302,400.00
Billing/Invoice Analyst	1	1	60	60	\$ 45.00	\$ 2,700.00
Data Manager	1	4	60	240	\$ 85.00	\$ 20,400.00
Administrative Assistant	1	8	60	480	\$ 32.00	\$ 15,360.00
<b>Total Labor</b>				<b>10,860</b>		<b>\$ 625,980.00</b>

Generally, the methodology for routing and removing debris is the responsibility of the Debris Hauling Contractor. Although True North will be an integral part of the entire field operation to ensure the needs and expectations of the City are being met during each day's field operations. True North will work closely with the City and Debris Hauling Contractor to address the City's priorities during scheduling and assignment of debris removal equipment to specific work zones and routes.



**RFP 22-024**  
**Debris Management Services**

**Proposal Cost Sheet**

**DUE DATE: Wednesday, June 29, 2022 by 2:00 p.m.**

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Senior Program Manager	
Project Manager	\$87.00
Operations Manager	\$85.00
Field Manager	
Field Supervisor	\$77.00
Field Monitor	
Debris Site / Tower Monitor	\$35.00
Load Ticket Data Entry Clerk	
Collection Monitor	\$35.00
Citizen Drop-Off Monitor	
Billing / Invoice Manger	
Billing / Invoice Analyst	\$45.00
Project Inspector	
Project Assistant	
Field Coordinator (Crew Monitor)	
Senior Project Inspector	
Waste Management Specialist	
Senior Public Assistance – Grant Management Consultant	\$145.00
Principal In Charge	
Public Assistant Consultant	\$125.00
Public Assistant Consultant Aide	
Project Coordinator	
Debris Site Security	
Safety Manager	
Data Manager	\$85.00
Data Support Personnel	
Marine Debris Monitor	\$35.00
Schedules / Expenditures (Logistics)	
Environmental Specialist	
Project Inspector	
Residential Monitor	
Automated Ticket Specialist	





RFP 22-024  
Debris Management Services

Aerial Photographer	
FEMA Specialist	
Administration Assistant	\$32.00
Call Center Staff	\$32.00
Senior Technical Specialist	
Fire / HAZMAT Subject Matter Expert / Trainer	
OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.	

**Total Cost for Scenario in Section III:**

\$ 625,980.00

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity** True North Emergency Management, LLC**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

NA

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

6/30/2022

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
  - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.



## **Texas Public Information Act**

### Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears,** you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

- ☒ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: True North Emergency Management, LLC

Signature:  Date: 6/30/2022

Print Name: Derrick Tucker, P.E. Print Title: Sr. Vice President



**THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.**

**Please sign the last page to acknowledge these clauses and include in the forms section of your response.**

1. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such



direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including



watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section .

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 4. Clean Air Act and the Federal Water Pollution Control Act

##### Clean Air Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,



and the appropriate Environmental Protection Agency Regional Office.

- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



6. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To

be submitted with each bid or offer exceeding \$100,000) The undersigned

[Contractor] certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when



this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

True North Emergency Management, LLC

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

A handwritten signature in blue ink, reading "Derrick P. Tucker", written over a horizontal line.

Signature of Contractor's Authorized Official

Derrick P. Tucker, P.E., Sr. Vice President

\_\_\_\_\_

Name and Title of Contractor's Authorized Official

6/30/2022

\_\_\_\_\_

Date



7. Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Additional FEMA Requirements.

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



12. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Derrick P. Tucker, P.E.

\_\_\_\_\_  
(PRINT NAME OF SIGNATORY)

A handwritten signature in blue ink, appearing to read "Derrick Tucker", written over a horizontal line.

\_\_\_\_\_  
(SIGNATURE)

6/30/2022

\_\_\_\_\_  
(DATE)



**Exhibit B**

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