



**PROFESSIONAL SERVICES AGREEMENT**

(FEMA funding)

(Version 1-7-2025)

This AGREEMENT (“Agreement”) is entered by and between **Thompson Consulting Services LLC** (“Professional”), located at **2601 Maitland Center Parkway, Maitland, FL 32751** 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)*

**THOMPSON CONSULTING SERVICES, LLC - “Professional”**

DocuSigned by:  
**Jon Hoyle**  
4D23B3B24EA84A3  
\_\_\_\_\_  
Jon Hoyle, President

**CITY OF LEAGUE CITY – “City”**

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

**Attest:**

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

**Approved as to Form:**

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

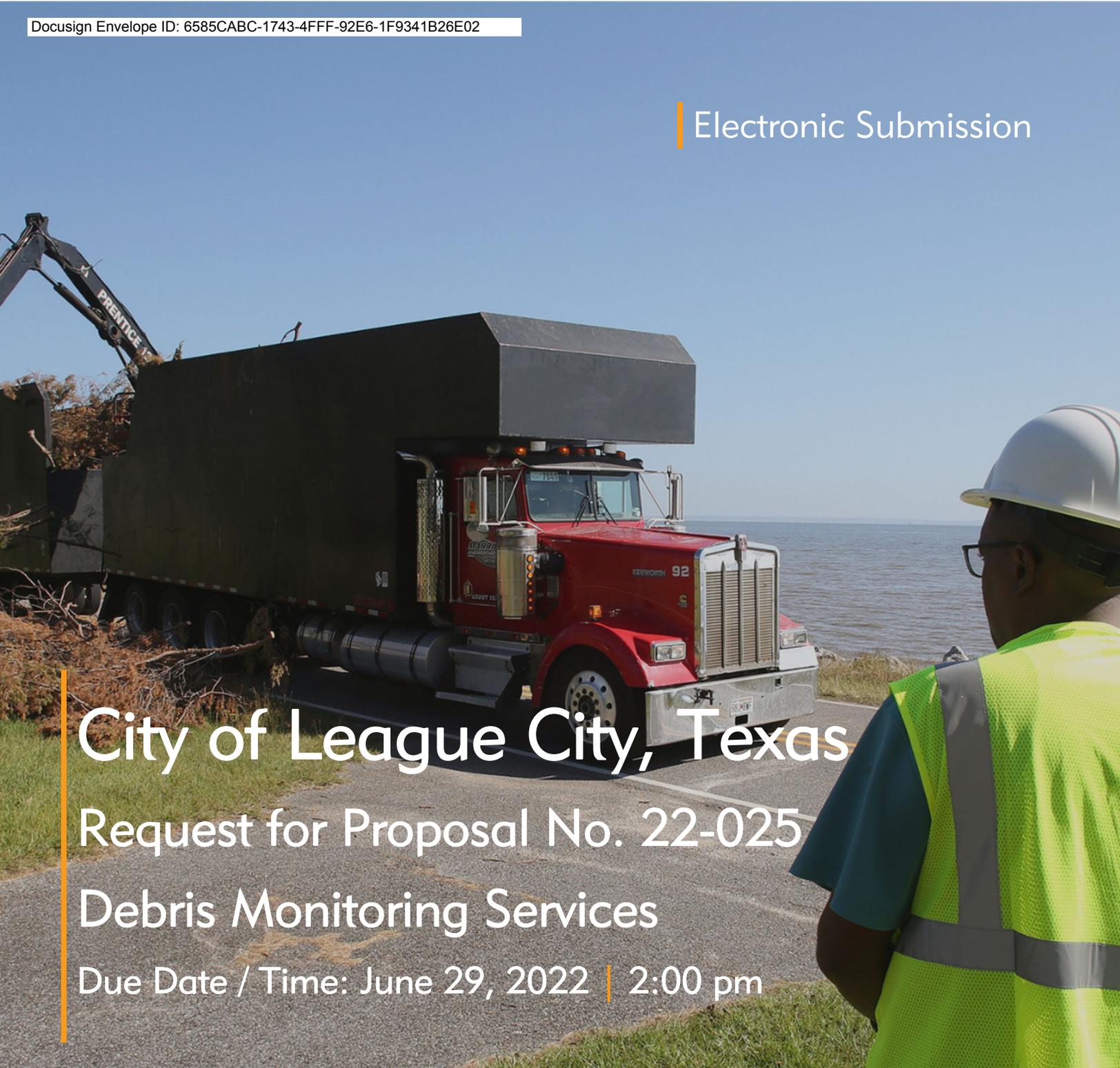
**Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(70 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.

Electronic Submission



# City of League City, Texas

Request for Proposal No. 22-025

Debris Monitoring Services

Due Date / Time: June 29, 2022 | 2:00 pm



thompson  
CONSULTING SERVICES



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

Thompson Consulting Services, LLC

Name of Firm/Company

Nathaniel Counsell

Executive Vice President

Agent's Name (Please Print)

Agent's Title

2601 Maitland Center Parkway

Maitland

FL

32751

Mailing Address

City

State

Zip

407-792-0018

info@thompsoncs.net

Telephone Number

Email Address

6/24/2022

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)
- 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 NC Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

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

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## City of League City, Texas

Request for Proposal No. 22-025

Debris Monitoring Services

*Proposal Cover Sheet*

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# TAB A

## Qualifications & Experience

### Firm Overview

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our affiliate companies Thompson Engineering and Watermark Design Group. Thompson was founded in **1953** and has been providing disaster debris monitoring and program management services since **1979** following Hurricane Frederic. Since then, our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. In **2011**, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response and recovery service offerings and brings over **69** years of experience to the City through our family of companies and personnel.

As a **100** percent employee-owned company with more than **325** personnel spanning the consulting, engineering and architecture disciplines, our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget. Additionally, with **24** corporate and satellite offices scattered throughout the United States, including offices in Houston and Orange, Texas, Thompson has the ability to respond immediately to the City with resources and personnel.

### Disaster Response Experience

Thompson has provided disaster response and recovery services to over **275** federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **75** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over **90** million cubic yards of debris and our clients successfully applying for and retaining more than **\$4** billion of federal grant funding.

### FIRM DATA SUMMARY

**FIRM NAME**

Thompson Consulting Services, LLC

**CORPORATE ADDRESS**

2601 Maitland Center Parkway  
Maitland, Florida 32751

**PHONE | FAX**

407-792-0018 | 407-878-7858

**WEBSITE**

www.thompsoncs.net

**EMAIL**

info@thompsoncs.net

**YEAR ESTABLISHED**

2011

**STATE OF FORMATION**

Delaware

**FEDERAL ID NO.**

45-2015453

**DUNS / SAM NO. | CAGE CODE**

968677158 | 7NZ42

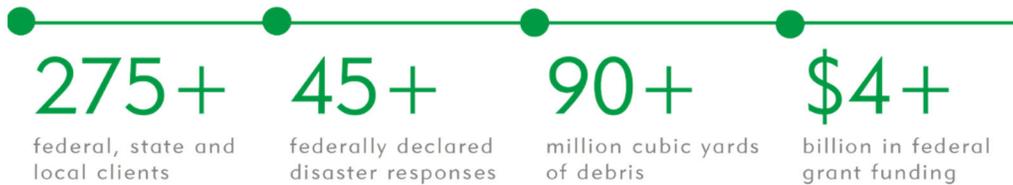
**E-VERIFY ID**

1111126

**OFFICERS**

Jon Hoyle, President  
Nate Counsell, Executive VP  
John H. Baker, III, BOM  
Chad Brown, BOM  
Michael Manning, BOM

*Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.*



Thompson’s consultants have performed debris monitoring and grant administration services for over **45** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience is provided in the table below, and a comprehensive staff experience matrix can be provided upon request.

Table A-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
KY Severe Storms (FEMA DR-4630)	2021	TBD	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
Hurricane Ida (FEMA DR-4611)	2021	TBD	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
Hurricane Sally (FEMA DR-4563,4564)	2020	\$180,000,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Maria (FEMA DR-4339)	2017	TBD	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000
Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Louisiana Severe Flooding (FEMA DR-4277)	2015	\$65,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

Thompson’s clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

## Staff Overview

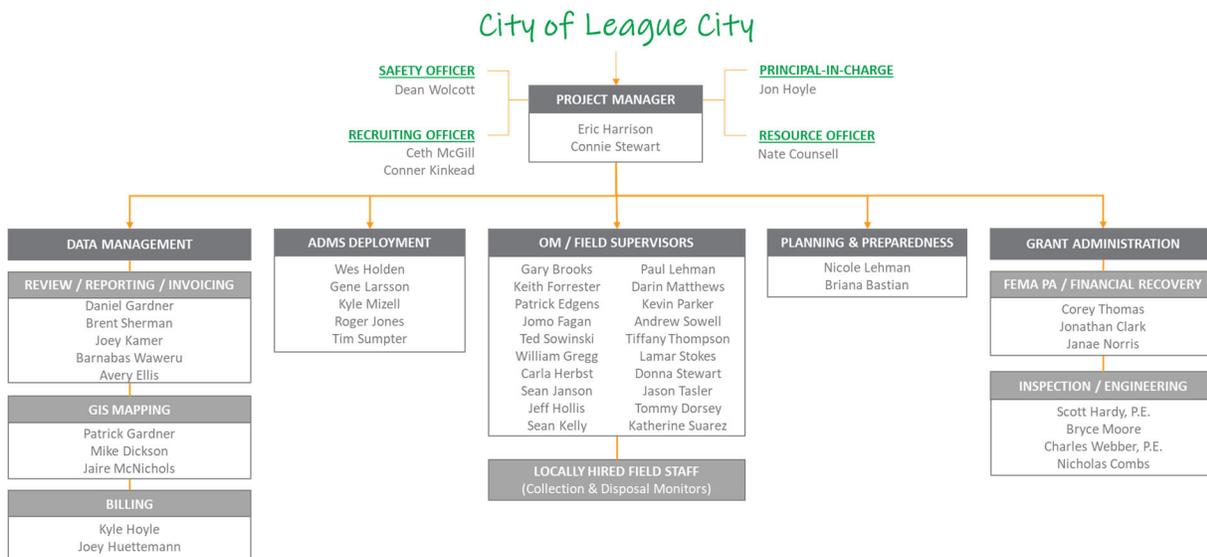
Thompson’s staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **325** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Thompson provides the City with access to a unique combination of experience, services, resources, and personnel through our family of companies. With a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, Thompson has the personnel and experience to support the City’s disaster debris monitoring needs.

## Proposed Personnel

Thompson is committed to staffing the City’s disaster debris removal monitoring and related services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. The following organizational chart graphically presents Thompson’s proposed project staffing and key personnel.

Figure A-1: Organizational Chart



## Key Personnel Overview

**JON HOYLE** will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City’s expectations. Mr. Hoyle has over eighteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration/program management throughout the Nation. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

**ERIC HARRISON** will serve as a Project Manager for the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison will also ensure project operations have the staff and resources necessary to remain on track, on schedule and on budget. Mr. Harrison has over seventeen years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the Nation.

**CONNIE STEWART** will serve as the on-site Project Manager for the City to oversee day-to-day operations of the project as well as coordinate closely with the City’s debris hauler to coordinate crew requirements and scheduling. Ms. Stewart has fifteen years of experience managing debris monitoring and data management operations throughout the Southeast. Recently, Ms. Stewart served as the Operations Manager on behalf of Lee County, Florida following Hurricane Irma which resulted in the substantiation of over 2 million cubic yards of debris.

**DANNY GARDNER** will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

**NICOLE LEHMAN** will serve as the Planning and Preparedness lead for the City. Ms. Lehman has fourteen years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations. Recently Ms. Lehman served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

**COREY THOMAS** will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Since 2009, Mr. Thomas has worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy. He supported the South Carolina Department of Transportation recovery of over \$195,000,000 in FEMA funding following two disaster incidents, and recently assisted applicants in Florida and Georgia following Hurricanes Matthew, Irma, and Michael.

**PATRICK GARDNER** will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi-state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

**WES HOLDEN** Mr. Holden has eighteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following table summarizes the background and experience of our key personnel and outlines our staff’s extensive experience managing and monitoring more than 2,000,000 cubic yards on behalf of local and state governments. *Resumes for key personnel have been provided in Exhibit A-1.*

Table A-2: Summary of Key Personnel Experience

Name, Education, Background	Representative Experience	
Jon Hoyle   Principal-in-Charge		
MBA – Finance/Management 18 Years of professional experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY
Eric Harrison   Project Manager		

Name, Education, Background		Representative Experience	
MS – Electronics Engineering 17 Years of experience	<ul style="list-style-type: none"> <li>– Escambia County, FL – 3,700,000 CY</li> <li>– City-Parish E. Baton Rouge – 2,000,000 CY</li> <li>– South Carolina DOT – 3,000,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– Volusia County, FL – 850,000 CY</li> <li>– St. Augustine, FL – 83,000 CY</li> <li>– Terrebonne Parish, LA – 55,000 CY</li> </ul>	
<b>Connie Stewart   Project Manager (on-site)</b>			
17 Years of experience	<ul style="list-style-type: none"> <li>– Ormond Beach, FL- 170,500 CY</li> <li>– South Carolina DOT – 1,200,000 CY</li> <li>– Superstorm Sandy</li> </ul>	<ul style="list-style-type: none"> <li>– Galveston County, TX- 1,700,000 CY</li> <li>– City of Galveston, TX- 1,700,000 CY</li> <li>– Norman, OK- 750,000 CY</li> </ul>	
<b>Corey Thomas   FEMA Public Assistance Liaison</b>			
MBA – Finance/Management 14 Years of experience	<ul style="list-style-type: none"> <li>– City-Parish E. Baton Rouge – 2,000,000 CY</li> <li>– South Carolina DOT – \$37,000,000</li> <li>– Alabama Tornados – \$25,000,000</li> </ul>	<ul style="list-style-type: none"> <li>– South Dakota – \$60,000,000</li> <li>– Hurricane Alex – \$3,500,000</li> <li>– Hurricane Ike – \$445,000,000</li> </ul>	
<b>Danny Gardner   Data Manager</b>			
MBA – Finance/Management 14 Years of experience	<ul style="list-style-type: none"> <li>– SWA Palm Beach Co – 2,300,000 CY</li> <li>– Chatham Co, GA – 1,400,000 CY</li> <li>– Baton Rouge, LA – 1,800,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– Alabama DOT – 870,000 CY</li> <li>– South Carolina DOT – 3,000,000 CY</li> <li>– Escambia County, FL – 3,700,000 CY</li> </ul>	
<b>Nicole Lehman   Planning and Preparedness</b>			
BA – Psychology & Spanish 14 Years of experience	<ul style="list-style-type: none"> <li>– Puerto Rico DOT – 400,000 CY</li> <li>– Fort Lauderdale, FL – 460,000 CY</li> <li>– St. Augustine, FL – 83,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– Chatham Co, GA – 1,400,000 CY</li> <li>– Daytona Beach, FL – 330,000 CY</li> <li>– Escambia County, FL – 3,700,000 CY</li> </ul>	
<b>Wes Holden   ADMS Deployment</b>			
BS – Mgmt. Info. Systems 18 Years of experience	<ul style="list-style-type: none"> <li>– SWA Palm Beach Co – 2,300,000 CY</li> <li>– City-Parish E. Baton Rouge – 2,000,000 CY</li> <li>– South Carolina DOT – 3,000,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– Alabama DOT – 870,000 CY</li> <li>– Chatham Co, GA – 1,400,000 CY</li> <li>– Aiken County, SC – 1,500,000 CY</li> </ul>	
<b>Patrick Gardner   GIS / Environmental</b>			
MS – Fisheries and Aquatic Sciences BS – Marine Science 9 Years of experience	<ul style="list-style-type: none"> <li>– Gadsden County, FL – 900,000 CY</li> <li>– SWA Palm Beach Co, FL – 3,200,000 CY</li> <li>– Fort Lauderdale, FL – 400,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– Chatham Co, GA – 1,400,000 CY</li> <li>– Baton Rouge, LA – 1,800,000 CY</li> <li>– South Carolina DOT – 3,000,000 CY</li> </ul>	

## Debris Removal Monitor Labor Force Sourcing

Thompson’s proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City’s needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 10 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson’s intent to fill temporary debris monitoring positions with the City’s qualified residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City’s recovery efforts with a meaningful impact and earn a competitive hourly wage.

## Past Performance

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

QUALIFICATIONS & EXPERIENCE

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management and FEMA reimbursement.

Aransas County, Texas

Sept. 2017 – Dec. 2018

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 2,775,000 CY

**Type of Disaster:** Hurricane

**Contact:** Valerie Gonzalez, Environmental Health Director

**Type of Jurisdiction:** County

870 Airport Road, Rockport, Texas 78382

**Project Budget:** \$ 4,279,000

946-330-6322 | vgonzalez@aransascounty.org

**Collection Monitoring Assignments:** Peak 96 | Average 34

**DMS Monitoring Assignments:** 16 assignments | 5 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Hurricane Harvey:** Following the devastating impacts of Hurricane Harvey, Aransas County selected Thompson to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with thy County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.



City of Corpus Christi, Texas

March – Apr. 2021

Hurricane Debris Removal Monitoring

Debris Quantity: 75,000 CY

**Type of Disaster:** Hurricane

**Contact:** Gabriel Maldonado, Contracts / Funds Administrator

**Type of Jurisdiction:** City

2525 Hygeia St. Corpus Christi, TX 78415

**Project Budget:** \$ 166,000

361-826-1986 | GabrielM3@cctexas.com

**Collection Monitoring Assignments:** Peak 10 | Average 7

**DMS Monitoring Assignments:** 2 assignments | 1 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Hurricane Irma:** Thompson has maintained a stand-by debris removal monitoring and consulting contract with the City since 2018. Thompson has continually supported the City since then with its planning and preparedness efforts. Recently, Thompson was activated following an unprecedented severe winter storm that produced freezing rain and vegetative damage. Thompson was able to respond to the City immediately and mobilize resources such as personnel and equipment, so that debris removal operations could begin expeditiously. Overall, Thompson monitored the removal of over 75,000 cubic yards of debris in just over 45 days.

City-Parish of East Baton Rouge, Louisiana

2016, 2019, 2021

Disaster Debris Removal Monitoring & PPDR

Debris Quantity: 2,000,000 CY

**Type of Disaster:** Hurricane/Flooding

**Contact:** Richard Speer, P.E., Deputy Director

**Type of Jurisdiction:** City-Parish

222 Saint Louis St, Ste 816, Baton Rouge, LA 70802

**Project Budget:** \$ 5,018,000

225-389-4865 | rspeer@brgov.com

**Collection Monitoring Assignments:** Peak 100 | Average 22

**DMS Monitoring Assignments:** 22 assignments | 9 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, final disposal

**2021 Hurricane Ida:** Most recently, Thompson’s stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage due to destructive winds and

QUALIFICATIONS & EXPERIENCE

severe flooding. Thompson responded immediately, mobilizing personnel and resources to the City-Parish. Thompson monitored the removal of over 922,000 cubic yards of debris.

**2019 Hurricane Barry:** Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the City-Parish in a swift and efficient recovery operation.



**2016 Severe Flooding:** In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and Thompson to manage the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of construction and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program (PPDR) for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paperwork. Over 1,450 right-of-entry forms were collected, validated and processed for extended PPDR collection.

Newton County, Texas

Sept. – Dec. 2017

Disaster Debris Removal Monitoring

Debris Quantity: 9,000 / 37,030 CY

**Type of Disaster:** Hurricane / Flooding

**Contact:** Elizabeth Holloway, County Auditor

**Type of Jurisdiction:** County

110 Court Street, Room 125, Newton, Texas 75966

**Project Budget:** \$ 200,600

409-379-5755 | elizabeth.holloway@co.newton

**Collection Monitoring Assignments:** Peak 3 | Average 2

**DMS Monitoring Assignments:** 2 assignments | 1 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Hurricane Harvey:** Following the impacts of Hurricane Harvey, the County looked again to Thompson to provide disaster debris removal monitoring services as many areas within the County experienced severe flooding. Thompson substantiated nearly 9,000 cubic yards of construction and demolition debris in just under one month of operations on behalf of the County.

**2016 Severe Flooding:** Weeks of continual severe storms and heavy rainfall left low lying areas and neighborhoods throughout Newton County, particularly in the Deweyville area, almost completely underwater. After the flood waters receded, Thompson assisted the County in performing disaster debris removal monitoring services to document and substantiate the removal of over 665 loads/37,303 CY of construction and demolition (C&D) debris as well as 418 units of white goods from the impacted areas of the County.

Putnam County, Tennessee

Mar. – May 2019 / Mar. – June 2015

Disaster Debris Removal Monitoring

Debris Quantity: 77,000 / 140,000 CY

**Type of Disaster:** Severe Storms/Tornado

**Contact:** Randy Porter, County Executive

**Type of Jurisdiction:** County

300 E. Spring St., Room 8, Cookeville, Tennessee 38501

**Project Budget:** \$ 409,000

931-526-2161 | rporter@putnamcountyttn.gov

**Collection Monitoring Assignments:** Peak 13 | Average 9

**DMS Monitoring Assignments:** 9 assignments | 3 sites

QUALIFICATIONS & EXPERIENCE

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Severe Storms & Tornadoes:** Following severe storms and an EF-3 tornado causing widespread vegetative and construction debris, Putnam County activated Thompson to provide disaster debris removal monitoring services. Thompson immediately began coordinating with the County’s debris hauler and implementing operations following a notice-to-proceed from the County. Thompson documented the collection and disposal of vegetative, construction and demolition, mud and rock debris, as well as over 200 units of white goods. Thompson certified 28 pieces of equipment and worked closely with the debris removal contractor and the County to complete debris removal operations in 60 days.



**Winter Storm Pandora:** Following a severe winter storm in March of 2015, Putnam County was overcome with downed trees and hazardous hanging limbs lining critical roadways. The County retained Thompson to monitor contracted debris removal operations throughout the County. Thompson mobilized within hours of receiving a notice to proceed and began hiring and training local residents of the County to serve as debris monitors. Thompson monitored, documented, and substantiated reimbursement for the removal of 140,000 cubic yards of debris and the removal of 1,800 hazardous trees.

City of Texas City, Texas

Sept. – Oct. 2017

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 22,400 CY

**Type of Disaster:** Hurricane

**Contact:** Mike Stump, Solid Waste Manager

**Type of Jurisdiction:** City

3301 Loop 197, Texas City, Texas 77590

**Project Budget:** \$ 61,000

409-643-5817 | mstump@texas-city-tx.org

**Collection Monitoring Assignments:** Peak 12 | Average 6

**DMS Monitoring Assignments:** 6 assignments | 2 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Summary:** Thompson was able to immediately respond to the City of Texas City following receipt of a notice to proceed after the impact of Hurricane Harvey caused wide-spread flooding throughout the City. Thompson was able to substantiate the removal of more than 22,000 cubic yard of construction and demolition debris from the City maintained right-of-ways. Through close coordination with the City’s debris hauler, the debris mission was completed in less than 30 days.

Escambia County, Florida

Sept. 2020 – Mar. 2021

Hurricane Debris Removal Monitoring

Debris Quantity: 4,400,000 CY

**Type of Disaster:** Hurricane

**Contact:** Jim Howes, Division Manager - Waste Services

**Type of Jurisdiction:** County

13009 Beulah Rd., Cantonment, FL 32533

**Project Budget:** \$ 7,600,000

850-554-2752 | jehowes@myescambia.com

**Collection Monitoring Assignments:** Peak 324 | Average 123

**DMS Monitoring Assignments:** 30 assignments | 13 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Summary:** Thompson has maintained a stand-by debris monitoring services contract with Escambia County since 2018. Since then, Thompson has supported the County in planning and preparedness efforts through the update of the County's Debris Management Plan in 2019 and assistance in developing scope of work materials for the County's debris hauler procurement. In 2020 Thompson was activated by Escambia County to perform debris removal monitoring services following the impacts of Hurricane Sally.

## QUALIFICATIONS & EXPERIENCE

**Hurricane Sally 2020:** Thompson assisted Escambia County with their debris removal operations and FEMA PA activities following the impacts of Hurricane Sally. Thompson immediately responded to the County following the passing of Hurricane Sally to begin on-boarding and training local residents as debris removal monitors. Concurrently, Thompson’s management team was present at the County’s EOC and worked hand in hand with the County to perform damage assessments and develop detailed debris and budget estimates, formalize a disaster specific collection and disposal plan including the selection and permitting for temporary debris management sites county-wide, and solicit final pricing from the County’s list of pre-qualified debris management contractors for evaluation and award.



The County selected three (3) debris management contractors and operations were divided among three separate zones. All equipment was certified, and debris removal tracked and reported using Thompson’s Automated Debris Management System, the Thompson Data Management Suite (TDMS). TDMS allowed the County access to real-time reporting, live mapping and a variety of program and budget management tools through the Client Portal. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 4.4M cubic yards of debris and 86,948 hazardous limbs and trees.

### Grant Parish, Louisiana

Aug. 2020 – May 2021

Hurricane Debris Removal Monitoring

Debris Quantity: 1,175,000 CY

**Type of Disaster:** Hurricane

**Contact:** Sissy Pace, Parish Manager

**Type of Jurisdiction:** Parish

200 Main Street – Courthouse Building, Colfax, LA 71417

**Project Budget:** \$ 1,857,000

(318) 627-3157 | sissypace@gppj.org

**Collection Monitoring Assignments:** Peak 101 | Average 31

**DMS Monitoring Assignments:** 18 assignments | 6 sites

**Final Disposal Functions:** Vegetation grinding and haul out, C&D compacting and haul out, hazardous tree and limb, final disposal

**Summary:** Following Hurricane Laura, Grant Parish found themselves without a standby disaster debris monitoring contract in place. The Parish chose Thompson as their debris monitoring services provider following an emergency procurement period. Thompson was able to immediately respond to the Parish after receipt of the notice to proceed and worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Overall, Thompson monitored the removal of over 1,173,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 28,390 trees and the complete removal of over 1178 hazardous leaning trees. Thompson will assist the Parish in seeking FEMA reimbursement and provide PA grant administration and management services.

## References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. Thompson is not aware of any unrecovered FEMA reimbursements related to our work supporting the referenced clients. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

### City of Corpus Christi, Texas

March – April 2021

Severe Winter Storms

Debris Quantity: 75,000 CY

Gabriel Maldonado, Contracts / Funds Administrator

2525 Hygeia St.

361-826-1986 | GabrielM3@cctexas.com

Corpus Christi, TX 78415

QUALIFICATIONS & EXPERIENCE

**Aransas County, Texas**

Disaster Debris Removal Monitoring  
 Valerie Gonzalez, Environmental Health Director  
 946-330-6322 | vgonzalez@aransascounty.org

**Sept. 2017 – Dec. 2018**

Debris Quantity: 2,775,000 CY  
 870 Airport Road  
 Rockport, TX 78382

**Grant Parish, Louisiana**

Disaster Debris Removal Monitoring, PPDR & FEMA PA  
 Sissy Pace, Parish Manager  
 318-627-3157 | sissypace@gppj.org

**Aug. 2020 – Mar. 2021**

Debris Quantity: 1,175,000 CY  
 200 Main Street  
 Colfax, LA 71417

**City-Parish of East Baton Rouge**

Disaster Debris Removal Monitoring & PPDR  
 Richard Speer, P.E., Deputy Director  
 225-389-4865 | rspeer@brgov.com

**2016, 2019, 2021**

Debris Quantity: 2,760,000 CY  
 222 Saint Louis St., Suite 816  
 Baton Rouge, LA 70802

**Escambia County**

Disaster Debris Removal Monitoring  
 Jim howes, Division Manager – Waste Services  
 850-554-2752 | jehowes@myescambia.com

**Sept. 2020 – Mar. 2021**

Debris Quantity: 4,400,000 CY  
 13009 Beulah Road  
 Cantonment, FL 32533

**Current Workload**

Thompson strongly believes that responsible disaster response consultants should disclose their commitments so that perspective clients can gauge whether they can reliably provide critical resources in the event of mobilization. To ensure that we can deliver the full force of manpower committed in our proposal, Thompson limits its stand-by commitments to ensure that we can responsibly exceed our clients’ expectations. The following table includes a list of Thompson’s current contract commitments in the State of Texas.

Table A-3: Current Contracts

**Texas Contracts**

Aransas County	Lake Jackson, City of
Chambers County - Alternate	La Porte, City of
Galveston County	Pearland, City of
Hardin County	Santa Fe, City of
Harris County – Alternate	Sour Lake, City of
Houston, City of	Texas City, City of
Houston-Galveston Area Council (H-GAC)	Trinity Bay Conservation District

Thompson is fully prepared to respond to both large and small disaster incidents, our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients.

*Thompson Consulting Services has never failed to respond to a client or had a contract terminated.*

## Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience throughout the United States demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPPG) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive, it is a sample of specific material which may shape the City's recovery. Our consultants understand these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

*Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.*

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever-changing environment of debris monitoring and reimbursement assistance.

# EXHIBIT A-1: KEY PERSONNEL RESUMES

# Jon Hoyle

## President

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EDUCATION

BA: International Relations  
MBA: Management and Finance

### EXPERIENCE

18 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 18 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 70 projects under contracts that total over \$1.5 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

## PROJECT EXPERIENCE

**Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020** | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson

provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** | Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**South Carolina Department of Transportation, Severe Flooding, 2015 - 2016** | Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

**Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015** | Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm

## JON HOYLE

that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011** | In the wake of Hurricane Irene the VDOT called upon their pre-positioned contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

**Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011** | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire

lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

**Calhoun County, Alabama, Tornado Recovery Operations, 2011** | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

**Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011** | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

**Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010** | As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

**Norman, Oklahoma, Ice Storm Deployment, 2008** | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

**Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

# Nathaniel Counsell

## Executive Vice President

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EDUCATION

BA: Economics  
MBA: International Business

### EXPERIENCE

18 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Counsell has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over \$1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

## PROJECT EXPERIENCE

**City of Mobile, Alabama, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021** | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Mobile following the effects of Hurricane Sally. Severe flooding produced large amounts of construction, demolition, and vegetative debris, and Thompson monitored the removal of over 660,000 CY of debris from the City. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations including special debris removal programs involving City parks and the environmental preservation of historical flora.

**Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018** | Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring

operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017** | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

**South Carolina Department of Transportation, Severe Flooding, 2015** | Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the

## NATHANIEL COUNSELL

resources necessary to implement debris removal monitoring in 11 counties throughout the State.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011** | In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

**Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011** | Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the

County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

**New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009** | Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010** | Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

**South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** | Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

# Eric Harrison

Vice President / Field Operations

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BS: Electronic Engineering Technology  
Graduate Certificate: Geographic  
Information Science

## EXPERIENCE

17 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program | Demolition Program Management | Occupational Safety and Health Administration Implementation

Mr. Harrison has 17 years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has led and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

## PROJECT EXPERIENCE

**Hurricane Laura, Disaster Recovery Operations, Louisiana, 2020** | Mr. Harrison served as the program manager for multiple contract activations across Louisiana following Hurricane Laura. He oversaw debris removal operations for eight (8) unique clients ensuring projects had all the necessary resources and adhered to federal, state and local requirements. Overall, Thompson monitored the removal of over 2.4M cubic yards of debris as a result of Hurricane Laura.

**Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019** | Mr. Harrison served as a program manager during Thompson's response to Hurricane Michael which included over 12 contract activations. Mr. Harrison assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations.

**Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018** | Mr. Harrison served as a program manager for Thompson's response missions following Hurricane Florence. Clients included the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. He ensured all projects were staffed appropriately and operating in accordance with federal, state and local requirements.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Mr. Harrison served as a program manager overseeing project operations for debris

monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** | Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the

## ERIC HARRISON

South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

**Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012** | Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

**Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012** | Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** | Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011** | Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of

nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010** | Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

**City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** | Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

**Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** | Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005** | Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

## TRAINING & CERTIFICATIONS

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS an Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

# Corey Thomas

Vice President / Grants Management Services

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BS: Communication, Advertising, and Public  
Relations  
MBA: Finance and Management

## EXPERIENCE

14 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Programs (404 and 406) | FHWA ER Program | HUD CDBG Disaster Recovery

Mr. Thomas has 14 years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

## PROJECT EXPERIENCE

**City of Fort Lauderdale, Florida, COVID-19 Economic Recovery & Program Management, 2020** | Mr. Thomas served as the grant management consultant for the City providing support in the recovery of grant funds for the response to the City's pandemic response efforts. Support included Category B cost reimbursement, as well as the identification of additional potential grant funding opportunities.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017** | Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to

substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

**South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016** | Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015** | Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being

## COREY THOMAS

performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

**Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013** | Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

**City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012** | Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

**Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012** | A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

**City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011** | The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing

applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

**City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009** | The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

**Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011** | During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

## TRAINING & CERTIFICATIONS

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction

# Daniel Gardner

Vice President / Data Operations

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BSBA: Management Information Systems  
MBA: Finance and Management

## EXPERIENCE

14 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

## PROJECT EXPERIENCE

**Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021** | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Gardner served as the lead Data

Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Data Management Operations, 2016 - 2017** | Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane, Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

## DANIEL GARDNER

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

**Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015** | Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary. Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013** | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1

strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011** | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

## TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

# Wesley Holden

Senior Vice President / ADMS Operations

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BS: Management Information Systems

## EXPERIENCE

18 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406)

Mr. Holden has 18 years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

## PROJECT EXPERIENCE

**Iowa, Midwest Derecho Disaster Recovery Response, 2020 - 2021** | Following an unprecedented derecho that caused devastating damage statewide, Thompson was activated by the Iowa Department of Homeland Security and Emergency Management and the City of Bertram to provide debris removal monitoring services. Mr. Holden was responsible for overseeing the deployment of all equipment and personnel needed to begin debris monitoring operations and provided oversight of the implementation of Thompson's automated debris management system (ADMS). Overall, Thompson monitored the removal of over 425,000 cubic yards of debris resulting from the derecho event.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** | Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all **projects**.

This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017** | Mr. Holden served as the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

**South Carolina Department of Transportation, Severe Flooding, 2015** | Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile across all projects throughout the State.

**Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015** | The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems

## WESLEY HOLDEN

integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile. Overall Thompson deployed 450 units to document and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

**Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013** | Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMSmobile, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012** | Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

**Calhoun County, AL, Tornado Recovery Operations, 2011** | Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

**Texas, Hurricane Ike Data Management, 2008-2009** | Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009** | Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

**Mississippi, Hurricane Katrina, Data Management 2005-2007** | Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

## TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, JavaScript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

# Nicole Lehman

Director of Client Services / Program Manager

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BA: Psychology and Spanish

## EXPERIENCE

15 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 15 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

## PROJECT EXPERIENCE

**Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021** | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019** | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

**Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017** | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public

beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

**City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015** | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

**Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015** | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

## NICOLE LEHMAN

**Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014** | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013** | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

**Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012** | Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

**Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012** | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

**City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011** | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the

design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

**Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010** | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

**City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010** | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

**Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009** | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

## TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

# Patrick Gardner

## GIS Manager

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EDUCATION

BS: Marine Science  
MS: Fisheries and Aquatic Sciences

### EXPERIENCE

9 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

## PROJECT EXPERIENCE

**City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021** | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris from the City.

**Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019** | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

**Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018** | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Gardner provided GIS and data management services during Thompson's state-wide

mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018** | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

**Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016** | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

## PATRICK GARDNER

**Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015** | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014** | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishment.

### Environmental Project Experience

**Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016** | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

**Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015** | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

**Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015** | As a research assistant, Mr. Gardner

conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

**Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014** | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. *Frontiers in Marine Science* 2:7).

**Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009** | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

## TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Borne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

# Gary Brooks

Project / Operations Manager

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## MILITARY EXPERIENCE

United States Marine Corps

## EXPERIENCE

17 years

## PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 17 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

## PROJECT EXPERIENCE

**Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021** | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

**Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019** | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

**Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018** | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing

monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

**South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017** | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

**South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015** | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015** | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Mr. Brooks

## GARY BROOKS

served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

**Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013** | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

**Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012** | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012** | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

**City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011** | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011** | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

**City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008** | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks' monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

**Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006** | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

**Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004** | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

## TRAINING & CERTIFICATIONS

- Occupation Safety and Health Administration (OSHA) 30-hour Construction Safety
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

# Raul Cardenas

## Project / Operations Manager

### FIRM

Thompson Consulting Services  
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Maitland, Florida 32751

### EDUCATION

BA: Political Science  
MA: Liberal Studies – Political Theory

### EXPERIENCE

17 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Cardenas has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## PROJECT EXPERIENCE

**City of Mobile, Alabama, Hurricane Sally Disaster Recovery Operation, 2020 - 2021** | Hurricane Sally inundated the Gulf Coast with heavy rains and damaging winds causing large amount of disaster debris. Mr. Cardenas served as the operations manager for the City and monitored all debris removal operations including right-of-way (ROW) removal projects and hazardous tree and limb removal projects. Overall, Thompson monitored the removal of over 848,000 cubic yards of debris from the City.

**Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018** | Mr. Cardenas served as the project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

**Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017** | Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** | Mr.

Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015** | Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

**Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014** | Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion

## RAUL CARDENAS

County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** | Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

**MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007** | Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005** | Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

## TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

# Connie Stewart

## Field Operations Supervisor

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EXPERIENCE

17 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Ms. Stewart has 17 years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## PROJECT EXPERIENCE

**Alabama Department of Transportation (ALDOT), Hurricane Sally Disaster Recovery Operations, 2020 - 2021** | Hurricane Sally inundated the Gulf Coast with heavy rains and destructive winds causing a large amount devastating debris. Ms. Stewart served as the operations manager for ALDOT and oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on ALDOT maintained roadways. Overall, more than 2.4M cubic yards of debris was monitored, collected, and removed.

**Jackson County, Florida, Hurricane Michael, 2018 - 2019** | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Michael. The County performed right-of-way (ROW) debris removal programs, hazardous tree, limb and stump removal, and County parks debris removal projects. Thompson substantiated more than 120,000 cubic yards of debris.

**Carteret County, North Carolina, Hurricane Florence, 2018 - 2019** | Following the landfall of Hurricane Florence, Carteret County experienced pervasive damage and extensive flooding. Ms. Stewart served as operations manager overseeing debris removal monitoring operations including right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal throughout the County. Overall, approximately 1.5 million cubic yards of debris was removed from the County.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact

Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

**Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018** | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

**City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017** | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

**Sumter County and City of Sumter, SC, Winter Storm Pax, 2014** | Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

**New York Department of Transportation, Hurricane Sandy, 2012 - 2013** | Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included

## CONNIE STEWART

overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

**US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011** | Ms. Stewart operated heavy equipment, including trackhoes, dozers and off-road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

**Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010** | Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

**Galveston County, TX, Hurricane Debris Removal Monitoring, 2008** | In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

**St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008** | Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right-of-way and leaner and hanger debris removal programs.

**Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008** | Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensured project compliance.

**Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006** | Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition, Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

**City of Gulfport, MS, Hurricane Katrina, 2005-2006** | Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right-of-way, saltwater kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

## TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- FEMA IS-00005.A An Introduction to Hazardous Materials
- FEMA IS-00100.B Introduction to Incident Command Systems ICS-100
- FEMA IS-00340 Hazardous Materials Prevention
- FEMA IS-631 Public Assistance Operations 1
- FEMA IS-00632.A Introduction to Debris Operations
- FEMA IS-00634 Introduction to FEMA's Public Assistance Program
- FEMA IS-00700.A National Incident Management System (NIMS) An Introduction
- FEMA IS-00703.A NIMS Resource Management
- FEMA IS-00704 NIMS Communications and Information Management
- FEMA IS-00800.B Nation Response Framework, An Introduction
- FEMA IS-00805 Emergency Support Function (ESF) #5 Emergency Management
- FEMA IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- OSHA 16 Hour Course #7600 Disaster Site Worker
- OSHA 40 Hour HAZWOPER + 8 Hour Refresher to Stay Current
- OSHA 10 Hour Construction Safety and Health
- OSHA 30 Hour Construction Safety and Health
- OSHA 510 – Construction Safety and Health
- OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

# Jeff Hollis

## Field Operations Supervisor

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EXPERIENCE

17 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Hollis has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## PROJECT EXPERIENCE

**Winn Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020** | Mr. Hollis served as the operations manager for Winn Parish following Hurricane Laura. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 149,000 cubic yards of debris was documented and removed from the Parish.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

**City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018** | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017** | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

**Lumberton, North Carolina, Hurricane Matthew, 2016 - 2017** | Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** | Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015** | Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014** | Mr. Hollis served as the operations manager for debris removal monitoring operations in

## JEFF HOLLIS

Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

**Harris County, TX, Hurricane Debris Removal Monitoring, 2008** | In 2008, Mr. Hollis served as a field operations manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

**City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008** | Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

**St. Landry Parish, Louisiana, Hurricane Gustav, 2008** | Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

**Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004** | Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000

cubic yards of vegetative and construction and demolition debris was collected.

## TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

# SECTION B

## Project Methodology

### Approach to Debris Removal Monitoring

#### Our Understanding

The City of League City, Texas (City) is situated in Galveston and Harris Counties near the Gulf of Mexico. The City is comprised of approximately 52 square miles and has a population of nearly 109,087. The City is highly vulnerable to the impacts of hurricanes, flooding, tornadoes, and other severe weather systems. In 2008, the City experienced major impacts from Hurricane Ike, which made landfall as a Category 2 Hurricane. More recently, the City was impacted by Hurricane Harvey, which made its second landfall at tropical storm status on August 29, 2017 and generated historic and catastrophic rainfall that caused extensive flooding in the City. Consequentially, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

#### Maximizing Reimbursement

*Thompson’s approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.*

Through experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure B-1: Disaster Debris Removal Monitoring Phase and Task Summary



## Non-Event / Preparedness and Planning

Part of Thompson’s commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City’s disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

## Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City’s debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table B-1: Mobilization Timeline

Task	Mobilization Time
<b>Mobilization</b>	
Program Management	Immediately following NTP
Damage Assessment	12-24 hours following notice to proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
<b>Debris Program Implementation</b>	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	24-48 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from TDEM and FEMA
<b>Data Management</b>	

Task	Mobilization Time
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

## Debris Monitoring Operations Program Management

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City’s needs and effectively manage the deployment of personnel and resources. Upon receipt of a Notice-to-Proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

**Capacity and Resource Estimates:** Thompson is fully prepared to respond to both large and small disaster incidents, our project approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients.

*Thompson estimates that it is at less than 10% of its capacity to perform debris monitoring disaster response work in the State of Texas.*

The conceptual scope and budget provided in the table below has been prepared based on responding to a Category 3 Hurricane that impacts the City and generates the following debris types and estimated quantities:

- Vegetative Debris: 275,000 CY
- Construction and Demolition Debris: 150,000 CY

- White Metals: 500 Units
- Hazardous Waste: 500 Units

The scenario includes monitoring emergency debris clearance, ROW debris removal monitoring and DMS site monitoring over a 60-day period.

Table B-2: Conceptual Resource and Budget Estimate

Position	Avg. Daily Quantity	Hours Per Day	No. of Days	Total Estimated Cost
Project Manager	1	10	52	\$35,510.80
Field Supervisor	1	10	52	\$17,992.00
Field Monitor	12	10	52	\$197,496.00
Debris Site / Tower Monitor	3	10	52	\$48,562.80
Citizen Drop-Off Monitor	1	8	5	\$1,180.00
Billing / Invoice Analyst	1	2	7	\$687.54
Senior Public Assistance/Grant Management Consultant	1	8	3	\$2,760.00
Data Manager	1	8	52	\$21,939.84
Environmental Specialist	1	8	3	\$1,560.00
ADMS Hourly Surcharge	15	10	52	\$27,300.00
Hourly Travel Stipend	1.5	10	52	\$10,920.00
<b>Total Estimated Cost:</b>				<b>\$365,908.98</b>

It is Thompson’s objective to deliver our services at or below the estimated budget for the period of performance. The estimated budget is based on anticipated average staffing levels over the course of the project period. As needs change, particularly as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly.

**Collaboration with the City:** Immediately following Notice-to-Proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)
- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to

communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

**Debris Removal Contractor Coordination:** Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice to proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- Identification/confirmation of equipment staging area
- Damage assessment
- Emergency push
- Zone assignment to contractors and subcontractors
- Distinct field management based on authorized scopes of work
- DMS permitting

**FEMA and State Agency Coordination:** To the extent that it is required by the City, Thompson will serve as a liaison between the FEMA, TDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, TDEM, FEMA Region 6, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

**Public Information Support:** Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.

Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

**Health and Safety Plan:** Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are

best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Texas, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

**Damage Assessment:** At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

**Estimation Methodology:** For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of  $\pm 30\%$ .

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial drone flyover assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

**Onboarding and Training of Employees:** Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating

climate. Typically, Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice to proceed and simultaneously begin recruiting efforts for the City.

**100+**  
monitors  
onboarded daily

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice to proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

**Ability to Onboard and Train within 24 Hours:** Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

**Training Program:** In accordance with FEMA Public Assistance Program and Policy Guide, FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a thorough understanding of the roles and responsibilities of the debris manager, supervisor and field monitor including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, Texas division of Emergency Management (TDEM), and FEMA

*Thompson begins training debris removal monitors at the inception of hiring and reinforces lessons learned daily in the field and as needed.*

**Truck Certification:** In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions

- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

#### **Deploy Field Supervisors, Debris Collection Monitors and Debris Management Site Monitors:**

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City.

Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management site (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately.

**Field Personnel Timekeeping:** After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

### Damage Complaint Tracking

**Mitigating Damages:** Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

**Documenting Damages:** Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

**Tracking Damages:** Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

## Utilization of Technology Solutions

### Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software, and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

**10+**  
years of TDMS  
deployments

**TDMSmobile:** is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. TDMSmobile also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

**TDMSweb:** is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMSweb provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

**TDMSmaps:** is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMSmaps provides full access to live maps, progress maps and query maps which assist in the evaluation of progress, assignment, or re-assignment of crews, and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

**TDMSportal:** is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. TDMSportal also provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

### Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since [2012](#). TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Demolitions

- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table B-3: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2020 Hurricane Delta	61	2017 Hurricane Irma	1,200
2020 Hurricane Zeta	343	2017 Hurricane Harvey	400
2020 Hurricane Sally	1,619	2016 Hurricane Matthew	876
2020 Hurricane Laura	438	2016 Louisiana Flooding	330
2019 Hurricane Dorian	91	2015 South Carolina Flooding	180
2018 Hurricane Michael	1,300	2014 Winter Storm Pax	475
2018 Hurricane Florence	235	2012 Hurricane Sandy	100
2017 Hurricane Maria	375	2012 Hurricane Isaac	12

Thompson maintains over **1,750** TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson’s TDMS*mobile* devices have been deployed successfully over the last ten (10) years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

### GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure B-2: Road Clearance Pass Map



Thompson employs ArcGIS Pro, ESRI’s latest desktop GIS application, which allows for seamless integration with our company’s ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI’s Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

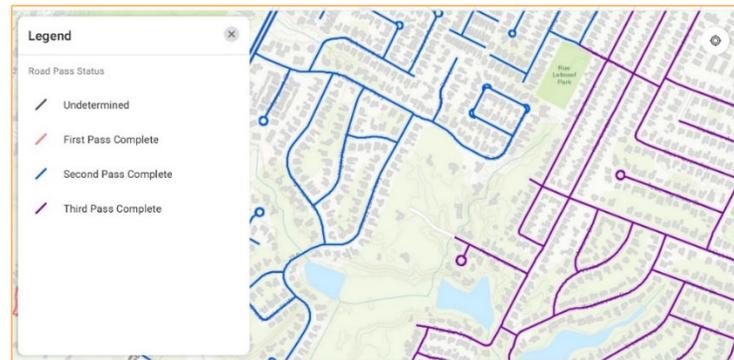
TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through the TDMS*portal*.

Thompson’s clients have full access to a variety of live maps, progress maps and query maps and can be tailored to the needs of the City.

### Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

Figure B-3: Road Clearance Pass Map



**Progress maps can be URL/web-based and shared with the public to communicate debris removal activity.** Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

Figure B-4: Daily Debris Monitor Activity Maps



## Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client’s reporting needs and program configuration.

**Daily Debris Collection Report:** Thompson’s Daily Debris Collection Report is produced each day and summarizes the previous day’s field activities as well as providing project metrics and trend reporting.

This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

**GIS Mapping and Dashboards:** Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

*Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of "off the shelf" reports.*

**Field Documentation:** Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

**TDMSportal:** A main component of TDMS, the TDMSportal, serves as the client and contractor information center. The TDMSportal provides real-time access to project related documents and data, including but not limited to:

- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

## Data Management

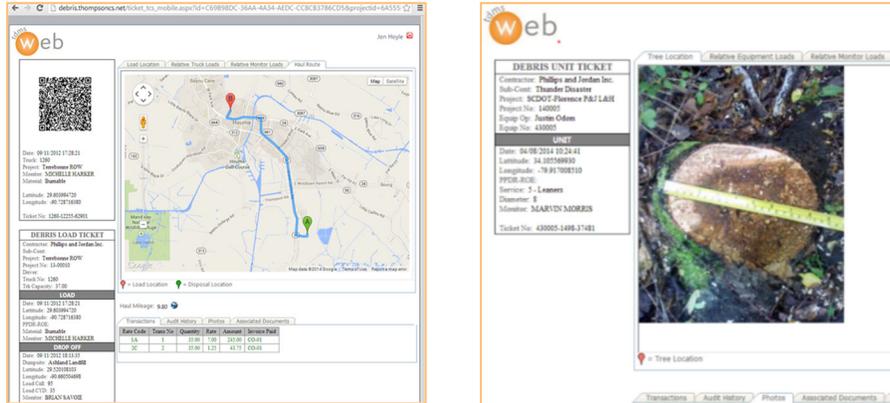
Thompson utilizes technology as integral part of our approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), reporting, and contractor invoice reconciliation.

**Quality Control / Quality Assurance:** Debris collection and disposal information generated from tickets created in the field utilizing TDMSmobile is uploaded into a secure electronic disaster debris data management system, TDMSweb, that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collection and disposal location. This information

is reviewed daily through Thompson’s quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

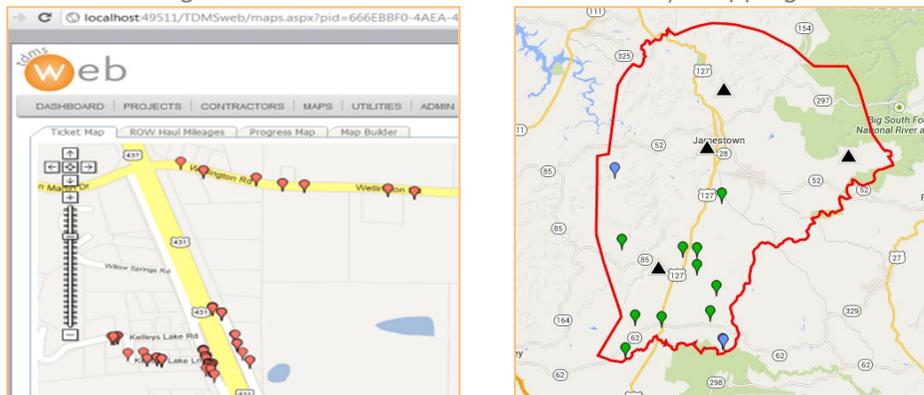
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure B-6: Ticket Data Presented in TDMSweb



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.

Figure B-7: Ticket Location and Boundary Mapping



**Invoice Reconciliation:** Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson’s payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report

## Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

### FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with TDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, TDEM, and FEMA, Thompson will seek to expedite City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support. Thompson consultants have experience preparing and administering PWs in all categories of work (A-G and Z).

### Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process. For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

### Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

# TAB C

## Pricing & Fees

Thompson Consulting Services has completed and provided the Proposal Cost Sheet in the following pages of this section.



**Proposal Cost Sheet**

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

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Senior Program Manager <sup>1</sup>	\$ 0.00
Project Manager	\$ 68.29
Operations Manager <sup>1</sup>	\$ 0.00
Field Manager <sup>1</sup>	\$ 0.00
Field Supervisor	\$ 34.60
Field Monitor	\$ 31.65
Debris Site / Tower Monitor	\$ 31.13
Load Ticket Data Entry Clerk <sup>2</sup>	\$ 0.00
Collection Monitor <sup>3</sup>	\$ 0.00
Citizen Drop-Off Monitor	\$ 29.50
Billing / Invoice Manger <sup>2</sup>	\$ 0.00
Billing / Invoice Analyst	\$ 49.11
Project Inspector	\$ 45.00
Project Assistant	\$ 24.50
Field Coordinator (Crew Monitor) <sup>3</sup>	\$ 0.00
Senior Project Inspector	\$ 65.00
Waste Management Specialist	\$ 75.00
Senior Public Assistance – Grant Management Consultant	\$ 115.00
Principal In Charge	\$ 125.00
Public Assistant Consultant	\$ 85.00
Public Assistant Consultant Aide	\$ 75.00
Project Coordinator <sup>2</sup>	\$ 0.00
Debris Site Security	\$ 24.50
Safety Manager	\$ 55.00
Data Manager	\$ 52.74
Data Support Personnel	\$ 39.00
Marine Debris Monitor	\$ 35.65
Schedules / Expenditures (Logistics) <sup>2</sup>	\$ 0.00
Environmental Specialist	\$ 65.00
Project Inspector <sup>3</sup>	\$ 0.00
Residential Monitor <sup>3</sup>	\$ 0.00
Automated Ticket Specialist <sup>2</sup>	\$ 0.00



RFP 22-024  
Debris Management Services

Aerial Photographer	\$ 95.00
FEMA Specialist	\$ 95.00
Administration Assistant <sup>2</sup>	\$ 0.00
Call Center Staff	\$ 29.50
Senior Technical Specialist	\$ 85.00
Fire / HAZMAT Subject Matter Expert / Trainer	\$ 120.00
<b>OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.</b>	
Automated Debris Management System (ADMS) Hourly Surcharge <sup>4</sup>	\$ 3.50
Hourly Travel Stipend <sup>5</sup>	\$ 14.00

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

\$ 365,908.98\*

<sup>1</sup>Duplicative management position not necessary to complete the scope of work requested by the City, therefore will not be charged to the City.

<sup>2</sup>Position not necessary due to efficiencies of our Automated Debris Management System (ADMS), therefore position will not be charged to the City.

<sup>3</sup>Duplicative position within provided rate schedule.

<sup>4</sup>Automated Debris Management System (ADMS) Charge applies to positions that require the use of an ADMS handheld device and hip printer.

<sup>5</sup>An Hourly Travel Stipend will only apply to management/supervisor position if employee(s) permanently reside greater than 50 miles from League City, TX. The stipend will not be charged beyond the standard GSA rate at time of project activation.

\*Please see our assumptions including estimated staffing and hours based on the scenario provided by the City on the following page.

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

## Assumptions

DEBRIS TYPE

SCENARIO 1 (Category 3 Hurricane)

(All units in cubic yards)

VOLUME

Vegetative	275,000
Construction and Demolition	150,000
White Metals	500
Hazardous Waste	500
<b>TOTAL:</b>	<b>426,000</b>

Estimated Number of Contractors Crews	12
Estimated Average Truck Capacity	65
Each Crew Consists of a Truck and Trailer	2
Estimated Average Load Call	75%
Estimated Trips Per Day and Per Crew	7
Estimated Days to Complete	52

POSITIONS	HOURLY RATE	EST. STAFF	EST. HOURS	EST. DAYS	EST. TOTAL
Project Manager	\$ 68.29	1	10	52	\$ 35,510.80
Field Supervisor	\$ 34.60	1	10	52	\$ 17,992.00
Field Monitor	\$ 31.65	12	10	52	\$ 197,496.00
Debris Site / Tower Monitor	\$ 31.13	3	10	52	\$ 48,562.80
Citizen Drop Off Monitor	\$ 29.50	1	8	5	\$ 1,180.00
Billing / Invoice Analyst	\$ 49.11	1	2	7	\$ 687.54
Senior Public Assistance – Grant Management Consultant	\$ 115.00	1	8	3	\$ 2,760.00
Data Manager	\$ 52.74	1	8	52	\$ 21,939.84
Environmental Specialist	\$ 65.00	1	8	3	\$ 1,560.00
ADMS Hourly Surcharge	\$ 3.50	15	10	52	\$ 27,300.00
Hourly Travel Stipend	\$ 14.00	1.5	10	52	\$ 10,920.00

\$365,908.98

# TAB D

## Forms

Thompson has completed and included the following forms in the subsequent pages of this section:

- Conflict of Interest Questionnaire
- Federally Required Contract Clauses
- Texas Public Information Act

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

**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.**

Not Applicable

**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

6/24/2022  
Date



**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.

The Contractor, Thompson Consulting Services, LLC, 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, appearing to read "N. Counsell", is written over a horizontal line.

Signature of Contractor's Authorized Official

Nathaniel Counsell, Executive Vice President

Name and Title of Contractor's Authorized Official

6/24/2022

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.

Nathaniel Counsell

(PRINT NAME OF SIGNATORY)

A handwritten signature in blue ink, appearing to read "Nathaniel Counsell", is written over a horizontal line.

(SIGNATURE)

6/24/2022

(DATE)



## 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.

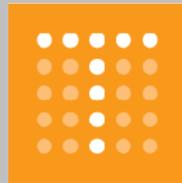
**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

- 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: Thompson Consulting Services, LLC

Signature:  Date: 6/24/2022

Print Name: Nathaniel Counsell Print Title: Executive Vice President



thompson  
CONSULTING SERVICES

**Exhibit B**

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