

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THOMPSON CONSULTING SERVICES, LLC, FOR
DISASTER DEBRIS MONITORING SERVICES**

RSQ # 25-911B

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Thompson Debris Services, LLC, a foreign limited liability company authorized to do business in the state of Florida, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) 25-911 seeking firms or individuals qualified to provide disaster debris monitoring services for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide monitoring services for debris collection and debris management sites, coordinate and manage all storm debris management activities, and furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP), and related services, in conjunction with the County's needs. ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Forms, and CONTRACTOR'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. While the Scope of Work may reference specific FEMA documents or guidance, CONTRACTOR is ultimately responsible for determining if updated FEMA documents or guidance supersede or replace those cited and adhering to the most current rules in effect at the time of the disaster, including any disaster specific requirements. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis.

C. The CONTRACTOR shall give the work the attention necessary to ensure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed is in accordance with the requirements and intent of the contract documents.

D. The CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents.

3.2 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the "**Effective Date**").

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

3.4 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

3.5 Open Quantity Contract. CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other contractor(s) or to procure needed services separately utilizing the COUNTY'S procurement procedures.

3.6 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

3.7 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.8 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

3.9 Liquidated Damages.

A. The COUNTY and the CONTRACTOR recognize that, due to the nature of the Services provided under this Agreement, the COUNTY will suffer financial loss if the work is not completed per the Scope of Work. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for failure to perform required Services, as set forth in the Scope of Work, attached as part of **Exhibit A (Composite)**. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

B. The Liquidated Damages will be as set forth in **Exhibit A (Composite)**, attached hereto and incorporated herein.

C. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum.

3.10 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall, as soon as possible, inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

3.11 State Funding – Employment of State Residents. CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assignment to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank

system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

3.12 Contractor Personnel / Team Composition.

A. The CONTRACTOR shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

B. CONTRACTOR agrees that each person listed or referenced in CONTRACTOR'S proposal package provided in response to RSQ # 25-911, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONTRACTOR must be able to promptly provide a qualified replacement. In the event CONTRACTOR desires to substitute personnel, CONTRACTOR shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONTRACTOR'S Key Personnel/Team Composition under this Agreement is attached hereto and incorporated herein as part of **Exhibit B (Composite)**.

C. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

D. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

E. No alcoholic beverages or drugs are permitted. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

F. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. CONTRACTOR'S employees must wear identification.

G. Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service.

Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service.

H. Background Checks. CONTRACTOR shall comply with COUNTY'S policy regarding drug screening and background checks. CONTRACTOR'S performance under this contract is conditioned upon successfully passing the drug screening, and background check, which shall be coordinated with COUNTY. If any employee of CONTRACTOR is deployed on an assignment prior to the successful passing of the drug screening, and the background check, and CONTRACTOR fails to pass either, then CONTRACTOR shall be responsible for full payment of the deployment expenses and demobilization expenses (airfare, hotel, per diem, etc.). In the event that COUNTY is required to comply with a drug screening policy other than its own, or be required to conduct further background checks, including, but not limited to, finger printing, by virtue of an agreement between COUNTY and a third party under which CONTRACTOR will provide Services, CONTRACTOR shall comply with the requirements as set out in the agreement between COUNTY and the third party, and the COUNTY shall provide all necessary consents and releases to the CONTRACTOR.

I. State Funding – Employment of State Residents. CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

3.13 Subcontractors. CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English. CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

3.14 Conditions. The CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, but is not limited to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site(s); the character of equipment and facilities needed preliminary to and during the completion of the Service. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY.

3.15 Emergencies. Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

3.16 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable

actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

E. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

ARTICLE 4. PAYMENT.

4.1 **Pricing.** Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. The rates quoted will be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost or price. Agreement prices will prevail for the full duration of the Agreement.

4.2 **Invoicing.** CONTRACTOR will submit accurate, itemized invoices to the COUNTY by email provided by the COUNTY'S Project Manager on a monthly basis reflecting services actually provided to COUNTY under this Agreement during the previous month. The date of the invoice must be after delivery, but no more than thirty (30) calendar days after delivery of services. Under no circumstances shall the invoices be submitted to COUNTY in advance of services and acceptance of the work. All invoices shall be accompanied by backup documentation (pdf) including, but not limited to, service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any reporting required by the COUNTY'S Project Manager to verify services, in the COUNTY'S discretion, or which may be expressly required under

the Scope of Work. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default of contract and its contract may be terminated.

4.3 Payment. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (45) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.4 Other than the fees and rates set forth in **Exhibit B (Composite)**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.6 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. **CONTRACTOR understands and acknowledges that the work under this Agreement may be funded through emergency funding provided by the State of Florida, Federal Emergency Management Agency (FEMA) and/or the U.S. Federal Highway Administration (FHWA).**

4.7 Payment/Performance Bond Requirements. CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents **100%** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit C**. In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

4.8 Acceptance of the Work and Final Payment.

A. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR and submitted with a Final Payment Affidavit, to be provided by the COUNTY'S Project Manager. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with this Agreement, and after the CONTRACTOR has

agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection with the invoice.

B. Waiver of Claims. The CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of this Agreement or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

C. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

D. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

5.3 Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials/equipment furnished or utilized to provide the Service.

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is

terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effected by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.3 Insurance. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit D**, attached hereto and incorporated herein by reference.

6.4 Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any

other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.6 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

6.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

6.10 Contractor as Prime. CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY.

CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.11 Subcontracting. CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.12 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

6.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.14 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional using department(s).

6.15 Other Agencies. Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

6.16 Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

6.17 Deficiencies in Work. CONTRACTOR shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Agreement documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project

Manager. CONTRACTOR must bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY may place the CONTRACTOR in default, obtain the services of another CONTRACTOR to correct the deficiencies, and charge the incumbent CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate, (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

6.19 Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

6.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

6.21 Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

6.22 Additional Locations. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The COUNTY may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONTRACTOR, or for other reasons at the COUNTY'S sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

6.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY may request price quotes from all Contractors under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.24 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement.

6.25 Safety. CONTRACTOR is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONTRACTOR shall provide and its employees shall utilize all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the Project Manager. CONTRACTOR acknowledges that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR.

6.26 Safety Data Sheets. The CONTRACTOR is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous

material. The CONTRACTOR shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

6.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

6.28 Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

6.29 Protection of Property & Risk of Loss. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONTRACTOR while providing goods or services under this Agreement. CONTRACTOR will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

6.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

6.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

6.32 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.33 Responsibility as Employer. CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR may be required to wear appropriate identification.

6.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.35 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher

6.36 Price Redeterminations. CONTRACTOR may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within thirty (30) calendar days of the anniversary of the Effective Date of this Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise set forth in this Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless

otherwise approved by a duly executed amendment to the Agreement. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site (<https://www.bls.gov/data/>). CONTRACTOR may petition for price redetermination for CONTRACTOR'S minimum wage employees should the minimum wage increase during the Agreement Term. Upon verification, the COUNTY may, in its sole discretion, grant an increase matching the minimum wage increase. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

6.37 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GSI-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

c. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

6.40 Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.41 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.42 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

6.43 Compliance with Federal Standards. All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.44 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the CONTRACTOR is expected, as part of the CONTRACTOR'S obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the CONTRACTOR'S part that are in any way related to natural disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.

6.45 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The

CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

E. Arbitration will not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.46 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.47 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.48 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.49 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.50 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not

submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.51 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.52 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.53 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.54 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.55 Certification Regarding Scrutinized Companies. By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.56 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

ARTICLE 7. FEDERAL PROVISIONS.

The Service under this Agreement may be funded through the Federal Emergency Management Agency (FEMA) and/or Emergency Relief funds provided by the Federal Highway Administration (FHWA). Each requires specific terms and conditions be incorporated into any solicitation and subsequent contract. CONTRACTOR acknowledges and agrees to adhere to the specific requirements of each respective funding agency, as well as any State requirements, if applicable.

7.1 The following federal terms and conditions are attached hereto and incorporated herein by reference:

- Federal Emergency Management Agency (FEMA) Related Contract Clauses (**Exhibit E**); and
- Federal Highway Administration (FHWA) Required Contract Clauses, Form 1273 (**Exhibit H**).

CONTRACTOR is responsible for determining what, if any, flow-down requirements exist for its subcontractors and for ensuring such flow-down requirements are met.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

8.2 **Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

8.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

8.5 **No Waiver.** The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

8.6 **Civil Rights Act.** During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.7 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

8.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

8.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.10 Notices.

A. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, Florida 32751

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:

Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 9. SCOPE OF AGREEMENT.

9.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this

Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

9.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms, Contractor's Proposal (121 pages).
- Exhibit B (Composite)Pricing Schedule & Team Composition (5 pages).
- Exhibit CPerformance and Payment Bond (7 pages).
- Exhibit DInsurance Requirements (2 pages).
- Exhibit EFEMA Required Contract Clauses (12 pages).
- Exhibit FFHWA Required Contract Clauses (FHWA-1272) (14 pages)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle (Jul 29, 2025 20:17:00 GMT+2)

Jon Hoyle, President

This 29th day of July, 2025.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 2nd day of Sept., 2025.

ATTEST:

Gary Cooney
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 8/27/25
Melanie Marsh
County Attorney

DEBRIS MONITORING SERVICES**1. SYNOPSIS OF SERVICES**

Contractor shall provide monitoring services for debris collection and debris management sites, coordinate and manage all storm debris management activities, and furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs.

There is no guaranteed minimum or maximum dollar amount to be expended under the contract.

2. TERMS AND DEFINITIONS

The following terms and related pronouns will have the following meanings:

- 2.1. Authorized Representative – County employees or contracted individuals designated by County or County Debris Manager.
- 2.2. Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- 2.3. Cleanup Crew – A group of individuals or an individual employed by the disaster debris collection Contractor to collect disaster debris.
- 2.4. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - 2.4.1. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - 2.4.2. Debris removal must be the legal responsibility of the applicant.
 - 2.4.3. Debris must be a result of the major disaster event.
- 2.5. County – Lake County, Florida
- 2.6. County Approved Final Disposal Site – a final disposal location approved in writing by County.
- 2.7. County Debris Manager – County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within County. County Debris Manager shall also include a designee to act as County Debris Manager in their absence. Also referenced as the County's Project Manager.
- 2.8. County Project Manager-County will designate a County Project Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal

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operations within County. County Project Manager shall also include a designee to act as County Project Manager in their absence. Also referenced as the County's Debris Manager.

- 2.9. Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris and personal property.
- 2.10. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- 2.11. Disaster Debris Management Site (DDMS) – A location to temporarily store, reduce, segregate or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- 2.12. Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work or is eligible for Federal or State grant reimbursement.
- 2.13. Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- 2.14. Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractors, sub-contractors, and individual crews.
- 2.15. Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to County. Contractor will leave all utilized sites clean and restored to the original state as approved by County and verified through soil and groundwater samples.
- 2.16. Demolition – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- 2.17. Designated Area – Generally bounded by County line and includes public property and rights-of-way within the unincorporated areas of County that was directly affected by a debris-generating event.
- 2.18. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- 2.19. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by County to Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- 2.20. Emergency Debris Clearance – The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 – “Public Assistance Debris Management Guide”.

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- 2.21. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- 2.22. E-Waste – End of life electronics, typically televisions, computers and related components.
- 2.23. FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process.
 - 2.23.1. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - 2.23.2. Eliminating immediate threats to lives, public health and safety.
 - 2.23.3. Eliminating immediate threats of significant damage to improved public or private property.
 - 2.23.4. Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- 2.24. Field Inspector – Monitor
- 2.25. Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.
- 2.26. Garbage – Waste that is regularly collected through County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- 2.27. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 2.28. Hangers – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - 2.28.1. The limb must be greater than two inches in diameter;
 - 2.28.2. The limb must be suspended in a tree and threatening a public-use area; and
 - 2.28.3. The limb must be located on improved public property.
- 2.29. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Publication 325 are:
 - 2.29.1. The stump has fifty percent (50%) or more of the root-ball exposed.
 - 2.29.2. The stump is greater than twenty-four (24) inches in diameter when measured twenty- four (24) inches from the ground.
 - 2.29.3. The stump is located on a public right-of-way.
 - 2.29.4. The stump poses an immediate threat to public health and safety.
- 2.30. Hazardous Tree - A tree is considered hazardous and defined as an eligible leaner when the

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tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- 2.30.1. Tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - 2.30.2. Tree has a split trunk or broken branches that expose the heartwood.
 - 2.30.3. Tree has fallen or been uprooted within a public use area.
 - 2.30.4. Tree is leaning at an angle greater than thirty (30) degrees.
- 2.31. Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- 2.32. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- 2.33. Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- 2.33.1. HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - 2.33.2. HHW removal must be the legal responsibility of the applicant.
 - 2.33.3. HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste shall only be collected in County with written authorization by County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
- 2.34. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".
- 2.35. Mulching or Chipping – See Chipping or Mulching
- 2.36. Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- 2.37. National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions,

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policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

- 2.38. Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- 2.39. PPE – Personal Protective Equipment. May also be referred to as “Safety Gear.”
- 2.40. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 2.41. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 2.42. Regulated Waste – Any waste regulated by the USEPA, FDEP or local rules/ordinance.
- 2.43. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 2.44. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built including land on both sides of facility up to private property line.
- 2.45. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 2.46. TDSPF – Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Disaster Debris Management Site (DDMS).
- 2.47. Temporary Debris Storage and Reduction Site – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by County for the storage and reduction of disaster related debris.
- 2.48. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 2.49. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 2.50. Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
 - 2.50.1. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
 - 2.50.2. Debris removal must be the legal responsibility of the applicant.
 - 2.50.3. Debris must be a result of the major disaster event.
- 2.51. Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low

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boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

- 2.52. White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- 2.52.1. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- 2.52.2. White goods removal must be the legal responsibility of the applicant.
- 2.52.3. White goods must be a result of the major disaster event.

3. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 3.1. Be responsible for the overall monitoring of debris removal and collection.
 - 3.1.1. This includes advocating in the County's interest and adhering to the agreed upon collection routing plan.
 - 3.1.2. This may include using measures designed to get compliance from debris Contractors/subcontractors who do not adhere to the collection plan.
 - 3.1.3. Contractor is to act as the "eyes and ears" of the County regarding monitoring services and associated disaster debris events. Contractor shall advise the County in matters where the County has a vested interest in the outcome.
- 3.2. Employ the most current federal, state, and local regulations and requirements in the performance of work under the contract.
- 3.3. Monitor the progress of debris removal Contractor(s) and recovery Contractor(s) and suggesting/implementing recommendations to improve efficiency and to speed up recovery work.
- 3.4. Be responsible for coordinating with the disaster debris Contractor(s) to devise a collection routing plan that insures a well-managed, organized, and methodical approach to debris collection, with County approval, and to ensure that plan is followed.
- 3.5. Only the most current County township maps shall be used for all debris planning and logistics.
- 3.6. Be responsible for providing aid, materials, and guidance for County press releases and electronic updates.
- 3.7. Provide trained and qualified individuals for Planning, Logistics, Recovery and Operations Sections in the County Emergency Operations Center and select Emergency Support Function staff.

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- 3.8. Be ready to deploy trained and competent project manager, field supervisor, and debris monitors within twenty-four (24) hours from the date of the notice to proceed issued by the County.
- 3.9. Be prepared to increase the number of debris monitors for the County to use as needed, while not exceeding any FEMA ratio restrictions for excessive monitors.
- 3.10. Acknowledge that the County may request non-industry standards be followed from time to time and may want a different approach to the collection process. The most typical example is a “hot list” that may require deviating slightly from the methodical process.
- 3.11. Contractor must provide trained monitors.
 - 3.11.1. County will not be paying for the training of monitors.
 - 3.11.2. Contractor shall bring forth any reported or witnessed cases of malfeasance by their employees, temp labor, subcontractors, or from debris removal Contractor; this includes allegations.
- 3.12. Pre-Event Requirements.
 - 3.12.1. Provide assistance in preparation for disasters through participation in meetings and workshops, and the establishment of data management and other integrated systems.
 - 3.12.2. Provide full-time County personnel with a half-day debris management training session. The training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
 - 3.12.3. Participate in annual workshops or planning meetings with County representative(s) and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- 3.13. Post-Event Requirements
 - 3.13.1. Conduct load inspections for storm debris cleanup being performed by one or more debris hauling and disposal Contractors or County agencies.
 - 3.13.2. Supply sufficient coverage of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
 - 3.13.3. Supply one field supervisor to oversee no more than ten (10) loading and tower/site debris monitors.
 - 3.13.4. Remove and replace employees immediately upon notice from the County Project Manager for conduct or actions not in keeping with this contract.
 - 3.13.5. An independent temporary field office for the monitoring staff shall be provided by the Contractor. The office shall include telephone, computer, copier, fax, and restrooms. Designated parking spaces at the office location for the monitoring staff shall be required. County parking spaces are reserved for County personnel only and are marked as such. County buildings will not be provided to Contractor.

4. STAFFING REQUIREMENTS**4.1. On-Site Project Manager**

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Contractor shall appoint a specific project manager for the overall coordination and communication with the County. If the assigned project manager cannot always be located on-site, the Contractor will assign a competent on-site operations manager who shall always remain on the jobsite during the progress of the work. The term “competent” includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this contract for the Contractor. All authorized communications given to the on-site manager by the County, and all contract-related decisions made by the on-site manager, shall be binding to the Contractor. The on-site manager shall be, always, an employee of the Contractor under its sole direction and not an employee or agent of the County. Project manager shall not be constantly interchanged. If a change occurs, it is up to the Contractor to make sure the project manager is up to date on the history of the project.

Examples of project management/process oversight tasks to be provided under this contract include but are not limited to:

- 4.1.1. Assist the County with permit applications and coordination with environmental agencies, including the environmental permitting of the Disaster Debris Management Sites and/or the Temporary Debris Management Sites.
- 4.1.2. Shall have a clear understanding of this contract’s responsibilities as well as that of the contract of the debris haulers and their responsibilities.
- 4.1.3. Assist the County with any required pre- or post- groundwater sampling.
- 4.1.4. Monitor Contractors’ compliance to permit requirements and address any noncompliance issues.
- 4.1.5. Review and validate debris removal Contractor invoices prior to submission to the County.
- 4.1.6. Coordinate and conduct daily briefings, work progress, staff, and other key items with the County.
- 4.1.7. Assisting with scheduling, dispatching, and logistical operations of the field inspectors assigned to work areas of storm debris clean-up.
- 4.1.8. Hiring, training, deploying and supervising inspectors.
- 4.1.9. Establishing daily schedules for the inspectors.
- 4.1.10. Monitoring and recording the measurement (cubic yards) of each vehicle in service.
- 4.1.11. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking purposes. Decals shall be large enough to accommodate a minimum of four inch (4”) high letters and shall be placed in a visible location for tower monitoring. Any truck not in compliance with decals or other identifying requirements shall be reported to the County.
- 4.1.12. Tracking, coordinating, and ensuring resolution with County personnel to respond to problems in the field, including citizen complaints, related to commercial and/or residential property damage claims as a result of debris removal.
- 4.1.13. Responsible for opening/closing DDMS(s), not allowing early access and verifying

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all vehicles have left the disposal site at the specified time established by the County. Pre-loads will only be allowed in emergency situations, and only when authorized individually by the County.

- 4.1.14. Record the streets and locations where debris was collected. Maps shall be posted daily in a central location at the County and updated by 10:00 a.m. each business day of the progress from the previous day(s) worked.
- 4.1.15. Schedule work for all team members and Contractors on a daily basis.
- 4.1.16. Scheduling and managing field staff. This includes scouting streets for material(s) in areas that have been worked to provide information vital to planning subsequent passes. Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- 4.1.17. Scheduling and conducting periodic meetings with field staff and Contractors.
- 4.1.18. Monitor contract(s) for compliance by the debris removal Contractor(s).
- 4.1.19. Respond to and document issues concerning complaints, damages, accidents or incidents involving debris Contractors as a result of debris removal operations on both public and private property. Inform County within 24 hours if these occur. Document and inform the County of resolutions.
- 4.1.20. Address any environmental concerns, including any violations of the FDEP's debris site conditions guidelines; oversee operations to correct to the satisfaction of FDEP.
- 4.1.21. Have read and have thorough understanding of the County's Emergency Debris Removal contract.

4.2. Debris Monitoring Field Supervisor

Contractor will provide one (1) Debris Monitoring Field Supervisor for no more than ten (10) debris loading site debris monitors.

Services to be performed by the Debris Monitoring Field Supervisor(s) include, but are not limited to:

- 4.2.1. Overseeing and supervising loading site and disposal site debris monitoring activities.
- 4.2.2. Scheduling debris monitoring resources and deployment timing.
- 4.2.3. Communicating and coordinating with County personnel.
- 4.2.4. Providing suggestions to improve the efficiency of collection and removal of debris.
- 4.2.5. Coordinating daily activities and future planning.
- 4.2.6. Remaining in contact with debris management/dispatch center or supervisor.
- 4.2.7. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- 4.2.8. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).

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- 4.2.9. Documenting and recording measurements and computations
- 4.2.10. Documenting truck hauling compartment condition using digital photographs
- 4.2.11. Preparing a master logbook of all hauling equipment used by the County's debris removal Contractor(s)
- 4.2.12. Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal Contractor(s)

4.3. Debris Monitors

Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. These monitors shall inform supervisor if there are any irregularities with the process. These monitors shall be in a position to record any property damage due to the collection of debris and report promptly to a supervisor. Debris monitors specific services for each type of Debris Monitors include, but are not limited to the following:

- 4.3.1. Debris Loading Site Monitors will perform on-site, street-level debris monitoring at all Contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. These monitors shall inform supervisor if there are any irregularities with the process. These monitors shall be in a position to record any property damage due to the collection of debris and report promptly to a supervisor.

4.4. Debris Tower/Site Monitors

- 4.4.1. Debris Tower/Site Monitors will verify estimated quantities of eligible debris hauled by Contractor trucks and documented on load tickets.

Services include, but are not limited to:

- 4.4.2. Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all Contractor trucks and trailers prior to commencement of debris hauling operations.
- 4.4.3. Documenting measurements and computations.
- 4.4.4. Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
- 4.4.5. Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
- 4.4.6. Remaining in regular contact with debris management/dispatch center or field supervisor.
- 4.4.7. Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.
- 4.4.8. Verifying Contractor trucks are empty prior to leaving DDMS.

4.5. Clerical/Data Entry Supervisor

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Contractor will provide a clerical/data entry supervisor to coordinate data entry and information management system.

Services include, but are not limited to:

- 4.5.1. Supervising the preparation of detailed estimates and submitting them to the County debris manager.
- 4.5.2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.
- 4.5.3. Providing daily, weekly, or other periodic reports for the County Project Manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

4.6. Clerical Staff/Data Entry Clerk

Contractor will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

- 4.6.1. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 4.6.2. Be responsible for inspections, penalties, fees, or fines for projects.
- 4.6.3. Be responsible for damages caused as the result of completing projects.
- 4.6.4. Furnish all tools and equipment required (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.

5. COLLECTION MONITORING

- 5.1. In order to obtain FEMA or FHWA reimbursement, all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA or FHWA data. The Contractor shall train collection monitors to assure proper FEMA or FHWA documentation protocol requirements are instituted and followed. Contractor will adhere to remaining consistent in their interpretations of the protocols throughout the project.
- 5.2. Contractor shall provide a field quality control team consisting of one monitor per recovery crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the County for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet FEMA or FHWA guidelines and provide adequate fraud protection for the County. Upon submission of this plan, the County will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their management team. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

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- 5.3. Examples of collection monitoring tasks include but are not limited to:
- 5.3.1. Verification that all debris picked up is a direct result of the disaster.
 - 5.3.2. Verification that the Contractor is working in their assigned contract areas.
 - 5.3.3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for non-payment.
 - 5.3.4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas. To include all piles within the proper area.
 - 5.3.5. Ensuring compliance with contracts by all Contractors/subcontractors.
 - 5.3.6. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities. Take photos of start and end points, with GPS coordinates.
 - 5.3.7. Ensure that Contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
 - 5.3.8. Document all incidents that occur for each collection ticket that is generated.
 - 5.3.9. Non-collected debris must be tagged by monitor with an index size card or bigger, identifying the Contractors, reason for non-collection, date and time, and County information to call with questions. Card shall be fluorescent to be easily seen and will be secured via a twist tie type of wire.

6. LOAD TICKETS PROCESS DEVELOPMENT

- 6.1. Contractor shall establish a load ticket process and forms to be provided to collection monitor staff for recording of FEMA or FHWA data. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the County. Additionally, the Contractor, vehicle driver, subcontractor, and the Contractor shall also receive copies of completed load tickets. Original tickets retained by the Contractor on behalf of the County shall be turned over to the County upon completion of the project.
- 6.2. If Contractor desires to use an automated load ticket or automated reporting system, the Contractor shall be responsible for verifying the system is acceptable by all Federal agencies involved in the reimbursements, and for supplying all hardware and software needed for the system. Contractor is responsible for supplying the County's Project manager access to reporting system.
- 6.3. Load tickets shall include the following information, at a minimum:
 - 6.3.1. Date
 - 6.3.2. Time
 - 6.3.3. Designation of "Push", first pass, second pass and subsequent passes.
 - 6.3.4. Township Book map Page (Debris Zone) Section Number.
 - 6.3.5. Complete Street Address of Closest Property.

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- 6.3.6. Nearest Cross Streets Type of Debris Vehicle number Percent of volume full.
- 6.3.7. Driver name (printed) and signature.
- 6.3.8. Field monitor's name (printed) and signature.
- 6.3.9. Name of sub-Contractor.
- 6.3.10. Tower monitor's name (printed) and signature.

6.4. Disposal Site Monitoring

- 6.4.1. All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.
- 6.4.2. Contractor shall provide disposal site monitors and spotters to observe unloading operation at the County's designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste and e-waste items shall be collected at the curbside by the County's Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.
- 6.4.3. Contractor shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following:
 - 6.4.3.1. Length
 - 6.4.3.2. Width
 - 6.4.3.3. Depth
 - 6.4.3.4. Gross volume in cubic yards
 - 6.4.3.5. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - 6.4.3.6. Net volume in cubic yards
 - 6.4.3.7. Tag number of vehicles
 - 6.4.3.8. Company vehicle number
 - 6.4.3.9. Driver of vehicle name (printed) and signature
 - 6.4.3.10. Disposal site monitor name (printed) and signature certifying vehicle
 - 6.4.3.11. Date

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- 6.5. All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the County (to be returned to the County upon project completion). Additional copies shall be provided to the debris removal Contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be electronically verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, both electronically and manually by the Contractor.
- 6.6. When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that **ALL** information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only completed tickets signed by a debris monitor will be paid by the County. Debris site monitor (s) shall verify, or calibrate, his or her debris removal vehicle load determinations with the FEMA tower monitors on a daily basis. Disposal site monitors are expected to provide volume determination consistent with FEMA requirements.
- 6.7. Examples of disposal site monitoring tasks include but are not limited to:
- 6.7.1. Monitoring type of waste prior to entering disposal site.
 - 6.7.2. Ensure type of waste is disposed in proper location.
 - 6.7.3. Estimate the volume of loads on percentage basis of debris collection vehicles.
 - 6.7.4. Performing vehicle certifications.
 - 6.7.5. Ensuring the safety and security of the disposal site.
 - 6.7.6. Certifying the completeness of all load tickets that enter into the disposal site.
 - 6.7.7. Ensure only empty vehicles leave the disposal site.

7. PUBLIC INFORMATION ASSISTANCE

- 7.1. Contractor shall provide regular status updates to the County for public information use.
- 7.2. Contractor shall provide a public facing map to track the progress of the project. The map should include the following:
- 7.2.1. Clearly identified instructions/intent of the map
 - 7.2.2. Clearly identified legend
 - 7.2.3. Shall be updated daily
- 7.3. Contractor shall provide a minimum of two qualified staff members to assist with a large volume of public telephone inquiries and complaints, as needed. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. These members may be staged at Contractor's office or call center. This decision will be made by the County at the time required.
- 7.4. Contractor shall provide the County and the debris Contractor with daily updates on the

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quantities of debris collected. Each daily report shall contain the following:

- 7.4.1. Contractor name
 - 7.4.2. Contract number
 - 7.4.3. FEMA/FHWA qualification
 - 7.4.4. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.
 - 7.4.5. This report is due no later than 10:00 a.m. the following business day or as requested by the County.
- 7.5. Contractor shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by 12:00 p.m. noon every Monday. Maps shall be provided in various sizes and quantities as determined by the County.

8. DATABASE REPORTING

- 8.1. The Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA formats.
- 8.2. A single Microsoft Access database shall be created by the Contractor or a web portal and cloud-based database be available. The system must have the ability to have GIS based tracking with coordinates and all details. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. This database shall record all information to a County facility or road listed within the Lake County Master Street Addressing Guide. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the Contractor shall be given to the County at the conclusion of the event. Access to the database created by the Contractor will be given to the County.

9. PAYMENT MONITORING

- 9.1. The Contractor shall review and validate debris removal Contractor(s) invoices prior to submission to the County for processing and separating of FEMA requirements.
- 9.2. All invoices from the debris removal Contractor(s) shall be submitted to the monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the debris Contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices along with all supporting documentation will be forwarded to the County for payment.

10. OTHER RELATED SERVICES

- 10.1. Event Closure

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Contractor shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery efforts by County staff and designated debris removal Contractors. The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal Contractors.

10.2. Federal Funding

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the Contractor: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

10.3. Compliance

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, LCWA, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, LCWA, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

10.4. Contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements, specifically including but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), American with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of Contractors which have been suspended or debarred.

10.5. Contractor shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.

10.6. Contractor Reporting to the County's Project Manager

Contractor shall contact Lake County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance notification/warning. The Contractor shall report to the designated County Project Manager within 8 hours of being given Notice to Proceed.

Note: The County shall appoint a Project Manager for each/any event and the Project Manager shall be the lead County representative during each/any event. The County Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager. Contractor shall get in writing permission from the County's Project Manager or designee prior to any tasks being started that shall not be eligible for reimbursement.

10.7. Debris Sites

The Contractor shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

10.8. Staffing

The Contractor shall include in the response to this RFP a management plan that will outline how the Contractor proposes to handle the services, staffing, and equipment necessary to meet the

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County's requirements as identified in this RFP. The Contractor shall submit a list of personnel to be used in this contract, which will include names, addresses, phone numbers, cell numbers, and driver's license numbers. Changes to the list will be pre-approved by the County. The supervising staff must speak English and be able to effectively communicate with the drivers.

10.8.1. The management staff plan shall consist of the minimum following positions:

10.8.1.1. Project Manager

10.8.1.2. Operations Manager

10.8.1.3. GIS Analyst

10.8.1.4. Field Supervisors

10.8.1.5. Debris Site/Tower Monitors

10.8.1.6. Data Entry Clerks (Load Ticket)

10.8.1.7. Billing and Invoice Analysts

10.8.1.8. Administrative Assistant

10.8.1.9. Field Coordinators (Crew Monitors)

10.8.2. Contractor may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the cost proposal form.

10.8.3. Contractor's hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, including office space. The County shall only reimburse at the Contractor at the actual cost for office related expenses. Office related expenses shall be limited to copying and printing. A log detailing both copying and printing activities shall be submitted with each invoice. The County shall not be responsible for travel for holiday shutdowns, or other similar types of events, or for any mobilization/demobilization operations.

10.8.4. In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

10.8.5. Shutdown

10.8.5.1. The County will be shutdown for the following holidays:

10.8.5.1.1. New Year's Day

10.8.5.1.2. Memorial Day

10.8.5.1.3. Independence Day

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- 10.8.5.1.4. Labor Day
- 10.8.5.1.5. Thanksgiving Day
- 10.8.5.1.6. Christmas Day

10.8.5.2. County may require early or partial shutdowns due to the Renaissance Fair

10.9. Liquidated Damages

Should Contractor fail to complete requirements set forth in this scope of work, County will suffer damage. The amount of damage suffered by County is difficult, if not impossible to determine at this time. Therefore, Contractor shall pay County, as liquidated damages, the following:

- 10.9.1. Contractor shall pay County, as liquidated damages, \$1000.00 per calendar day of delay to mobilize in County with the resources required to begin debris monitoring operations, within seventy-two (72) hours of being issued Notice to Proceed.
- 10.9.2. Contractor shall pay County, as liquidated damages, \$200.00 per offense of any section contained in this agreement, per day. Application of liquidated damages does not release Contractor of responsibility for adhering to this agreement.
- 10.9.3. Contractor shall acknowledge that while some processes may be considered industry standards in debris collection, the County may want to use their discretion and ask for tasks to be completed a certain way that may or may not be industry standard.
- 10.9.4. County has an interlocal agreement with several cities. Cities have the option to piggyback the County's contract and will deal exclusively through the Contractor/Contractor(s) or the cities may choose and have the County act as its agent where the County oversees their activation. In the acting as the city's agent, the Contractor and Contractor(s) will need to keep the projects separated.

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SECTION 1

Qualifications of the Firm

Firm Overview

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes affiliate companies Thompson Engineering, Inc., Watermark Design Group, and Meyer Engineers, Ltd. Thompson offers an array of services through our family of companies, from specializing in debris response and recovery services, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to **100%** client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a **100%** employee-owned company with more than **550** personnel spanning **26** corporate and branch offices throughout the United States, Thompson maintains a universal commitment to excellence in workmanship, innovative solutions, timely responsive service, and cost effectiveness. These standards are the foundation for Thompson's excellence in project quality and delivery. Thompson's staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

Thompson Consulting Services will serve as the contracting entity for the services requested by Lake County, Florida (County).

Years of Experience

Thompson was founded in **1953** and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In **2011**, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring. Thompson brings over **72** years of experience to the County through our family of companies and personnel.

THOMPSON FAMILY OF COMPANIES



Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County's disaster debris monitoring needs from near and afar.

The County's contract will be serviced from Thompson's corporate office in Maitland, Florida. In addition, Thompson is experienced and capable of establishing a field office within the County should the need arise.

Thompson has provided our full list of office locations below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- **Maitland, Florida**
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Orange, Texas
- Pelham, Alabama
- **Pensacola, Florida**
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama
- Tuscaloosa, Alabama

Mobile Office Capabilities

Thompson knows that immediately following a disaster incident, access to a project operations office and communications infrastructure is critical to building a local workforce. However, with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. Thompson's mobile field office is also beneficial when trying

FIRM DATA SUMMARY

FIRM NAME

Thompson Consulting Services, LLC

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

SAM UEI | CAGE CODE

QE8ZDM1CLE77 | 7NZ42

DUNS NO.

968677158

E-VERIFY ID

1111126

OFFICERS

Jon Hoyle, President

Nate Counsell, Executive VP

John H. Baker, III, BOM

Chad Brown, BOM

to onboard field personnel and establish field operations in remote locations.

Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.

Disaster Response Experience

Thompson has provided disaster response and recovery services to over **390** 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 **165** million cubic yards of debris and our clients successfully applying for and retaining more than **\$5.5** billion of federal grant funding for debris removal.

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



Thompson's consultants have performed debris monitoring and grant administration services for over **65** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below and a comprehensive staff experience matrix has been provided as Exhibit 1-1 following this section.

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

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Milton (FEMA DR-4834)	2024	\$228,000,000	LA Severe Flooding (FEMA DR-4277)	2015	\$65,000,000
Hurricane Helene (FEMA DR-4827 - 4831)	2024	\$396,000,000	SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000
Hurricane Debby (FEMA DR-4806)	2024	\$9,450,000	Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000
Hurricane Beryl (FEMA-DR-4738)	2024	\$250,000,000	Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000
TX Severe Storms (FEMA DR-4781)	2024	\$90,000,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000
Hawaii Wildfires (FEMA DR-4724)	2023	\$125,000,000	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
Hurricane Idalia (FEMA DR-738, 4734)	2023	\$46,400,000	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
AL Severe Storms (FEMA DR-4684)	2023	\$5,800,000	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
New Mexico Wildfires (FEMA DR-4652)	2022	\$31,000,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
Hurricane Ian (FEMA DR-4673)	2022	\$311,100,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
KY Severe Storms (FEMA DR-4630)	2021	\$138,700,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Ida (FEMA DR-4611)	2021	\$283,300,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Sally (FEMA DR-4563,4564)	2020	\$180,000,000	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
Hurricane Maria (FEMA DR-4339)	2017	\$44,600,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

Past Performance

Lake County and State of Florida Experience

Thompson has served as the County's disaster grant cost recovery services provider since **2024** and was activated following the impact of Hurricane Milton, which deposited up to 7" of rain and generated over 250,000 CY of debris within the County. Thompson is currently assisting the County with FEMA Public Assistance and FHWA coordination. This includes supporting the preparation and submission of expedited funding requests to ensure timely financial assistance for recovery efforts, as well as following full compliance with the new F-ROC requirements to streamline the recovery process and maintain adherence to federal guidelines.

Additionally, Thompson is providing critical support with procurement documentation, confirming all necessary records are accurately prepared and meet the standards for reimbursement eligibility. Thompson is also responding to any Requests for Information (RFI) from FEMA and FHWA, ensuring that Lake County's submissions are complete and timely, facilitating a smooth recovery and funding process following Hurricane Milton.

Thompson is uniquely familiar with the County's infrastructure, operational needs, and departments integral to disaster recovery. We would be honored to further support the County's disaster response and recovery needs through providing debris removal monitoring services following a future disaster incident.

In addition, Thompson's consultants have responded to disaster incidents in Florida since Hurricane Charlie in **2004**. Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricanes Matthew in **2016**, Irma in **2017**, Michael in **2018**, Sally in **2020**, Ian in **2022**, and Debby, Helene, and Milton in **2024**. Thompson has supported over **82** local and state Florida clients in monitoring and documenting over **46** million cubic yards of disaster debris. We are well positioned to continue working closely with the County, the Florida Division of Emergency Management, Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.



extensive Florida experience

*Due to our extensive experience, commitment to responsible contracting, and dedication to providing the most efficient and effective disaster recovery, many of our Florida clients have retained Thompson's services for **12** years or more spanning multiple competitive procurements.*

Similar Experience

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County 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.

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. Thompson's key proposed staff have assisted all of the clients provided below following disaster events. **References for select projects have been provided in Attachment 4 – References Form following this section and included in Section 2, Forms.**

Lee County, Florida

2017, 2022, 2024

Disaster Debris Removal Monitoring

Debris Quantity: 11,089,400 CY

2024 Hurricanes Helene & Milton: The State of Florida was severely impacted by back-to-back hurricanes Helene and Milton in 2024 which produced a large amount of damage and debris. Thompson assisted the County in their recovery efforts which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from County parks. Thompson has monitored the removal of over 153,400 cubic yards of debris and over 430 hazardous limbs and trees throughout the County resulting from the disaster events. This includes monitoring debris disposal at seven (7) active debris management sites and staffing over 120 temporary field staff.



2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thus far, Thompson has substantiated the removal of over 8,580,000 cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

2017 Hurricane Irma: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2,356,000 cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thompson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Escambia County, Florida

Sept. 2020 – Mar. 2021

Hurricane Debris Removal Monitoring & FEMA PA

Debris Quantity: 4,400,000 CY

Thompson has maintained a stand-by debris monitoring and grant consulting services contract with the 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 assisted in developing scope of work materials for the County's debris hauler procurement.

Hurricane Sally 2020: Thompson assisted the County with their debris removal operations and FEMA PA activities following the impacts of Hurricane Sally. Thompson immediately responded to the County 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 zones. All equipment was certified and debris removal tracked and reported using Thompson's Automated Debris Management System, the Thompson Data Management Suite (TDMS). Thompson monitored and substantiated reimbursement for the removal of 4.4M cubic yards of debris and 86,948 hazardous limbs and trees.

In addition, Thompson developed detailed inspection reports which included cost estimates and an evaluation of hazard mitigation opportunities. Total estimated grant funding for the County is \$90,000,000, consisting of all FEMA categories of work, which were managed from project formulation to closeout.

Mobile County, Alabama

Sept. 2020 – Apr. 2021

Disaster Debris Removal Monitoring

Debris Quantity: 1,324,400 CY

Thompson has a long history of supporting the County during disaster recovery efforts following some of the most devastating disaster events to impact the United States. Thompson provided disaster response and recovery services to the County following Hurricane Katrina in 2005 which resulted in the removal of over 785,000 cubic yards of debris throughout the County.

2020 Hurricane Sally & Zeta: Thompson was activated by the County to perform disaster debris removal monitoring services following Hurricanes Sally and Zeta in 2020. Thompson coordinated closely with the County and their debris removal hauler to monitor and document the removal of over 270,400 and 269,000 cubic yards of debris from Hurricanes Sally and Zeta respectively. Additionally, Thompson monitored the removal of over 45,000 hazardous leaning and hanging limbs and trees from the County.

City of Fort Myers, Florida

2017, 2022, 2024

Disaster Debris Removal Monitoring

Debris Quantity: 1,243,000 CY

Thompson has maintained a stand-by debris monitoring services contract with the City of Fort Myers since 2017. Since then, Thompson has supported the City in preparedness efforts and maintained operational readiness in the event of a federally declared disaster or activation.

2024 Hurricanes Helene & Milton: Back-to-back hurricanes in September and October of 2024 caused significant damage and loss of life across the southeastern United States. The City activated Thompson's stand-by contract for debris monitoring services, and Thompson immediately mobilized to begin supporting debris removal operations. Following both disasters, Thompson substantiated the removal of over 72,644 cubic yards of debris from the City.



2022 Hurricane Ian: Thompson assisted the City with their debris removal operations following the impacts of Hurricane Ian. Thompson was able to immediately respond to the City following a notice to proceed and began training local residents as debris removal monitors. Overall, Thompson documented and substantiated reimbursement for the removal of 838,000 cubic yards of debris and over 7,335 hazardous limbs and trees.

2017 Hurricane Irma: Following the devastating impacts of Hurricane Irma, the City activated Thompson to perform debris removal monitoring services. Thompson deployed resources and staff immediately to begin debris removal operations as quickly as possible. Thompson monitored the removal of over 332,000 cubic yards of debris and 3,136 hazardous limbs and trees from the City completing operations in under 90 days.

City of Daytona Beach, Florida

2016, 2017, 2022, 2024

Debris Removal Monitoring & FEMA PA Support

Debris Quantity: 984,000 CY

2024 Hurricane Milton: The City of Daytona Beach (City) was impacted by Hurricane Milton and decided to activate Thompson's stand-by disaster debris monitoring services contract. Thompson began staffing and equipment mobilization efforts immediately and monitored the removal of over 82,000 cubic yards of debris from the City in less than sixty (60) days.

2022 Hurricane Ian: Thompson was activated by the City to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from extensive wind damage and storm-surge impacting sea walls. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees and hanging limbs. Throughout project operations, Thompson monitored the removal of over 383,000 cubic yards of debris and 3,450 hazardous trees and limbs from the City.

2017 Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 118,000 cubic yards of debris, completing operations in less than three months.

2016 Hurricane Matthew: Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 400,000 cubic yards of debris as well as the removal of over 8,000 hazardous hanging and leaning trees/limbs. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with the City.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.



Emanuel County, Georgia

Oct. 2024 – Present

Disaster Debris Removal Monitoring & Parks Projects

Debris Quantity: 2,642,000 CY

2024 Hurricane Helene: Several states across the Southeastern United States, including Georgia, were impacted by severe and widespread destruction and loss of life following Hurricane Helene. Emanuel County suffered

significant damage and was in need of immediate assistance from disaster recovery consultants. Under an exigent services agreement, Thompson deployed personnel and equipment immediately beginning operations as quickly as possible. Thompson provided debris removal monitoring services including assisting the County perform right-of-way debris removal, parks and schools debris removal, and hazardous limbs and trees removal projects. To date, Thompson has substantiated the removal of approximately 2,642,000 cubic yards of debris from County right-of-way as well as 49,200 hazardous limbs and trees.

City of Tampa, Florida

Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025

Disaster Debris Removal Monitoring

Debris Quantity: 1,410,500 CY

2024 Hurricane Helene & Milton: Thompson has served as the stand-by disaster recovery and debris monitoring services provider on behalf of the City of Tampa since 2023. During that time, Thompson has supported preparedness measures and maintained operational readiness in the event that our services were needed. The City activated Thompson's stand-by contract to assist in recovery operations following back-to-back hurricanes Helene and Milton in 2024. The City performed separate right-of-way debris removal programs as well as hazardous hanging and leaning limb/tree removal. Thompson substantiated the removal of over 1,410,500 cubic yards of debris and approximately 23,000 hazardous trees and limbs completing across both disasters. Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris, in approximately 120 days.

Solid Waste Authority of Palm Beach County, Florida

2016, 2017, 2024

Disaster Debris Removal Monitoring & FEMA PA

Debris Quantity 3,306,000 CY

2024 Hurricane Milton: Thompson assisted the Authority in their recovery efforts following Hurricane Milton which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from Authority schools. Thus far, Thompson has substantiated the removal of approximately 142,000 yards of debris from Authority maintained roadways and buildings, monitored operations at three (3) separate debris management sites, and staffed over 82 temporary field staff.



2017 Hurricane Irma: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson monitored debris removal in over 18 communities within the County, as well as documenting all disposal loads brought to the SWA's landfills. Over 3 million cubic yards of debris was documented by Thompson as well as the removal of over 24,100 hazardous hanging and leaning trees/limbs from throughout the Authority.

2016 Hurricane Matthew: When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers. Thompson supported the Authority's recovery efforts with FEMA reimbursement support for contractor costs incurred as a result of Hurricane Matthew.

Desoto County, Florida

Oct. 2022 – Feb. 2023 / Oct. 2024 – Jan. 2025

Debris Removal Monitoring

Debris Quantity: 732,400 CY

Thompson has served as a stand-by debris removal monitoring services provider for the County since 2019 and has maintained operational readiness in the event that the County is in need of our services. Thompson was recently activated by the County to perform debris monitoring services following Hurricane Ian in 2022 and Hurricane Milton in 2024.

2024 Hurricane Milton: The County once again activated Thompson to provide monitoring services following the widespread damage caused by Hurricane Milton. As the stand-by contractor, Thompson oversaw debris removal operations, including collection monitoring, temporary debris staging and reduction (TDSR) site monitoring, and residential debris drop-off site (RDDS) monitoring. In total, our team monitored the removal of over 32,400 cubic yards of debris and approximately 5,200 hazardous hanging/leaning limbs and trees.

2022 Hurricane Ian: Following the devastating impacts of Hurricane Ian, Thompson was able to deploy resources and personnel immediately following a notice to proceed from the County and begin debris removal monitoring operations throughout the County and within County maintained parks and facilities. Thompson monitored and documented the removal of approximately 700,000 cubic yards of debris as well as approximately 19,100 hazardous and hanging limbs, trees, and stumps.

City of Port Orange, Florida

2022, 2024

Disaster Debris Monitoring & Grant Consulting Services

Debris Quantity: 483,000 CY

Thompson has maintained a stand-by debris removal services contract with the City of Port Orange since 2022. Throughout this partnership, Thompson has supported the City's recovery efforts following multiple hurricanes, including Hurricane Ian in 2022 and Hurricane Milton in 2024. Thompson has been instrumental in efficiently managing debris removal operations and ensuring the City's swift recovery after both disasters.

2024 Hurricane Milton: In 2024, the City of Port Orange faced another major challenge when Hurricane Milton struck the region. Once again, the City activated Thompson's services for debris monitoring and removal. The team swiftly mobilized to support recovery efforts, successfully substantiating the removal of 118,855 cubic yards and 1,159 tons of debris, helping to restore the City in the wake of the storm's destruction.

2022 Hurricane Ian: In 2022, following the devastation of Hurricane Ian, which struck the southeastern United States and caused widespread damage, Thompson partnered with the City of Port Orange, FL, to support recovery efforts. Port Orange, located along Florida's eastern coastline, was heavily impacted by the storm. Thompson successfully managed the removal of 363,937 cubic yards of debris and 3,274 tons of hurricane-related waste, including hazardous limbs and stumps.

Successful Reimbursement Assistance

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. We have a comprehensive understanding of how agencies at the federal, state, and local levels coordinate

5.5+
billion in federal
grant funding

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. We will exercise judgment and expertise by making every effort to limit services to those that will provide maximum reimbursement. Thompson encourages transparency with clients at every stage of the recovery process and will notify the County if at any time services provided may be ineligible for reimbursement.

Thompson's proposed team has assisted some of the largest government agencies impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

Hurricane Matthew & Irma – Florida, 2016 & 2017: Thompson's grant management consulting activations were spread across Florida from the Gulf to Atlantic coasts following Hurricanes Irma and Matthew with clients including the City of Ormond Beach, City of Daytona Beach, Volusia County, City of Lakeland, the Solid Waste Authority of Palm Beach, and the City of Fort Lauderdale. Thompson was tasked with documentation reconciliation, project development, cost estimating and closeout support for more than \$100M in FEMA Public Assistance reimbursement claims and assisted clients with the preparation of projects for both emergency and permanent work, including building repairs, large debris removal claims and complex Category B force account emergency protective measure projects.

Hurricanes Laura, Sally & Zeta – Louisiana, Alabama & Florida, 2020: In the midst of the COVID-19 Pandemic, numerous Thompson clients were impacted by multiple hurricanes over a two-month period. In addition to Grant and Winn Parishes, Louisiana, both Orange Beach, Alabama and Escambia County, Florida were significantly impacted and suffered widespread debris, significant emergency protective measure costs and permanent damages. Thompson provided damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to support activations across the three states accounting for disaster recovery funding totaling over \$160M.

Hurricane Ian & Tropical Storm Nicole, 2022: The State of Florida suffered from the impacts of Hurricane Ian and Tropical Storm Nicole which occurred within months of each other and caused widespread damage. Thompson simultaneously assisted 28 of our clients in their debris removal operations and provided FEMA Public Assistance services including damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to Brevard County, City of Fort Lauderdale, City of Port Orange, and the City of Ocoee.

Wildfire Support New Mexico, 2023: Following devastating wildfires that spread across New Mexico, the New Mexico Department of Transportation (NMDOT) selected Thompson to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows that impacted the State. Thompson has assisted the New Mexico Department of Transportation (NMDOT) with over \$64M in disaster related costs. This support has expanded to cost recovery for State highways (\$49M) as well as Mora and San Miguel Counties (\$10M), and cultural organizations including the New Mexico Acequia Association. Thompson is also assisting the NMDOT with a \$25M FEMA Claims Office request related to State Highway damages.

Hurricane Helene & Milton, 2024: The Southeastern United States suffered severe and widespread destruction following back-to-back Hurricanes Helene and Milton. Thompson was activated by over 58 clients across Georgia, South Carolina, Florida, North Carolina, and Tennessee to provide debris monitoring, program management, and FEMA Public Assistance grant management services. Our grant management services included damage assessment, cost estimating support, invoice reconciliation, and project worksheet development submittal accounting for the reimbursement of over \$476M.

FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

Thompson will remain available and on standby to support the County throughout the audit process and assist the County in recovering funding for all eligible work.

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 **550** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials, as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	30	Environmental Engineers	2
Debris Project Managers	60	Geologists	9
Debris Supervisors	200	Scientists/Environmental	6
On-call Debris Monitors	1000	Construction Inspectors	167
Construction Managers	7	Landscape Architect	2
Architects	6	Professional Land Surveyors	11
Civil Engineers	60	Sanitary Engineer	4
Cost Engineer / Estimator	2	Safety / Occupation Health Engineer	4
Structural Engineers	11	Scheduler	2
Geotechnical Engineers	11	Mechanical Engineer	1
Transportation Engineers	12	Hydraulic Engineer	3
GIS Specialist	6	Support Staff	100

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines, we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

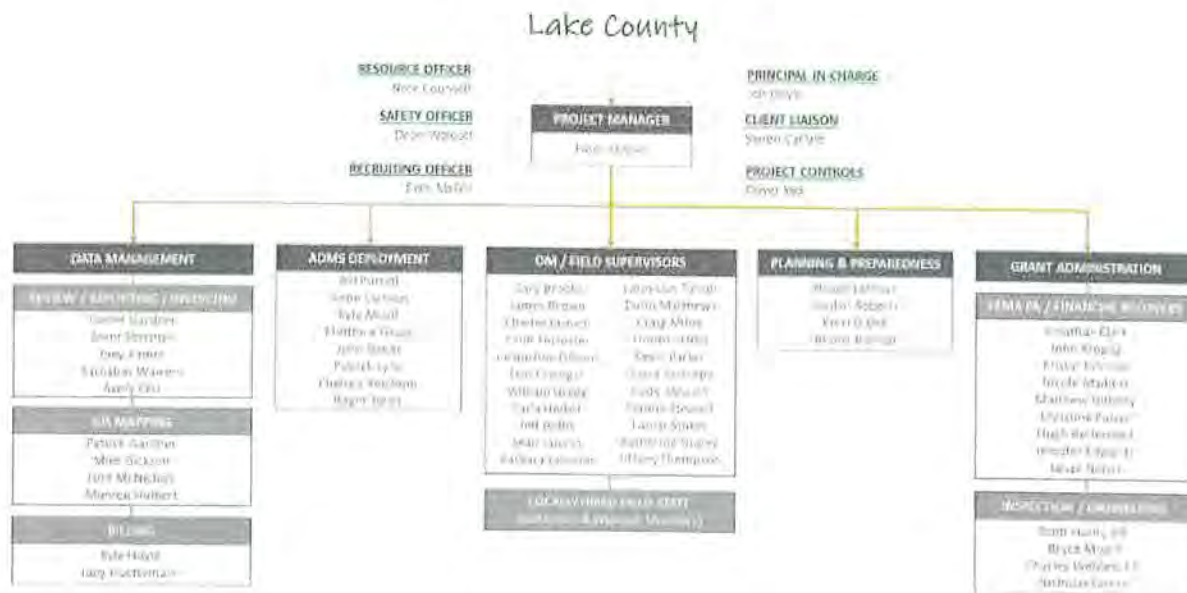
Thompson provides the County access to a unique combination of experience, services, resources, and personnel through our family of companies. With a network of more than **260** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, and advanced degrees in business, economics, finance, engineering, computer science and other disciplines, we provide a well-rounded perspective and approach to problem solving in the disaster recovery industry.

Dedicated Project Team

Thompson is committed to staffing the County's disaster debris monitoring and consulting services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature 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. Many of the team members have previously managed disaster debris monitoring efforts throughout the State of Florida following flooding, hurricanes, and severe storms. Our proposed team brings extensive experience working directly with Florida communities and is prepared to seamlessly respond to the County following a future disaster debris generating incident requiring Thompson's services.

Figure 1-1: Organizational Chart



Key Personnel Overview

Program / Project Manager

PAUL LEHMAN will serve as the Program / Project Manager for the County overseeing day-to-day operations of the project as well as coordinating closely with the County's debris hauler to coordinate crew requirements and scheduling. Mr. Lehman is a Florida resident and has over a decade of experience managing and supporting FEMA funded debris removal projects in throughout the United States. Recently, Mr. Lehman served as a Project Manager for the City of Orlando following Hurricane Ian, which resulted in the removal of over 130,600 CY of debris.

Paul Lehman, Program / Project Manager

2601 Maitland Center Parkway, Maitland, FL 32751

O: 407.792.0018 | F: 407.878.7858

E-mail: plehman@thompsoncs.net

Key Management Personnel

JON HOYLE will serve as the Principal-in-Charge for the County and provide support as needed to ensure project operations are in accordance with the County's expectations. Mr. Hoyle has over nineteen 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 \$2.5 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.

SIMON CARLYLE will serve as the Client Liaison for the County and serve as a direct point of contact to address the County's needs throughout the term of the contract. Mr. Carlyle has over seventeen years of experience working with state and local governments providing disaster debris removal monitoring

services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

OLIVER YAO will serve as the Project Controller for the County to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the County. Mr. Yao has seventeen years of experience providing program management and disaster response and recovery oversight throughout the Nation.

NICOLE LEHMAN will serve as the Planning and Preparedness lead for the County. Ms. Lehman has sixteen 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. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

DANNY GARDNER will serve as the Data Manager for the County. Mr. Gardner is a subject matter expert in FEMA Public Assistance eligibility requirements and documentation standards. He has overseen the data management and documentation of over 125 million cubic yards of debris and the reconciliation of over \$2 billion in debris removal transactions.

JONATHAN CLARK will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the County as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than \$2 billion in federal funding. *Mr. Clark and members of Thompson's grant services team are currently supporting the County's cost recovery efforts following Hurricane Milton.*

PATRICK GARDNER will provide GIS and mapping support to the County. Mr. Gardner has over ten 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.

The following table summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring projects of all size and scale, including many resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments.

Resumes for key personnel have been provided in Exhibit 1-2.

Table 1-2: Summary of Project Team Experience

Name, Education, Background		Representative Experience	
Jon Hoyle Principal-in-Charge			
MBA – Finance/Management	– Escambia County, FL – 3,700,000 CY	– South Carolina DOT – 3,000,000 CY	
19 Years of experience	– Puerto Rico DOT – 1,000,000 CY	– Aiken County, SC – 1,500,000 CY	
	– Lee County, FL – 2,300,000 CY	– Harris County, TX – 2,500,000 CY	
Simon Carlyle Client Liaison			
18 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY	– Pinellas Co, FL – 380,000 CY	
	– City of Lake Charles, LA – 3,400,000 CY	– Sarasota Co, FL – 288,000 CY	
	– Baldwin Co, AL – 4,400,000 CY	– Beaufort Co, SC – 1,700,000 CY	

Name, Education, Background		Representative Experience	
Oliver Yao Project Controls			
MS – Management & Finance	– Beaufort Co, SC – 1,700,000 CY	– Hidalgo Co, TX – 187,000 CY	
17 Years of experience	– Baldwin Co, AL – 4,400,000 CY	– Hamilton Co, TN – 408,000 CY	
	– Bay County, FL – 1,200,000 CY	– Linn Co, IA – 1,100,000 CY	
Paul Lehman Program / Project Manager			
	– Jefferson Davis Parish, LA – 215,000 CY	– City of DeLand, FL – 130,000 CY	
10 Years of experience	– Puerto Rico DOT – 400,000 CY	– Daytona Beach, FL – 330,000 CY	
	– Fort Lauderdale, FL – 460,000 CY	– Georgetown County, SC – 100,000 CY	
Danny Gardner Data Manager			
MBA – Finance/Management	– SWA Palm Beach Co – 2,300,000 CY	– Alabama DOT – 870,000 CY	
16 Years of experience	– Chatham Co, GA – 1,400,000 CY	– South Carolina DOT – 3,000,000 CY	
	– Baton Rouge, LA – 1,800,000 CY	– Escambia County, FL – 3,700,000 CY	
Jonathan Clark FEMA Public Assistance Liaison			
	– City-Parish E Baton Rouge – 2,000,000 CY	– South Dakota – \$60,000,000	
20 Years of experience	– South Carolina DOT – \$37,000,000	– Hurricane Alex – \$3,500,000	
	– Alabama Tornadoes – \$25,000,000	– Hurricane Ike – \$445,000,000	
Nicole Lehman Planning and Preparedness			
BA – Psychology & Spanish	– Puerto Rico DOT – 400,000 CY	– Chatham Co, GA – 1,400,000 CY	
16 Years of experience	– Fort Lauderdale, FL – 460,000 CY	– Daytona Beach, FL – 330,000 CY	
	– St. Augustine, FL – 83,000 CY	– Escambia County, FL – 3,700,000 CY	
Patrick Gardner GIS / Environmental			
MS – Fisheries & Aquatic Sciences	– Gadsden County, FL – 900,000 CY	– Chatham Co, GA – 1,400,000 CY	
10 Years of experience	– SWA Palm Beach Co, FL – 3,200,000 CY	– Baton Rouge, LA – 1,800,000 CY	
	– Fort Lauderdale, FL – 400,000 CY	– South Carolina DOT – 3,000,000 CY	

Thompson's proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 1-3: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1A	Emergency Program Manager, an Orientation to the Position
FEMA IS 30b	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31b	Mitigation eGrants System for the Grant Applicant
FEMA IS 100c	Introduction to the Incident Command System
FEMA IS 120c	An Introduction to Exercises
FEMA IS 200c	Basic Incident Command System for Initial Response
FEMA IS 230e	Fundamentals of Emergency Management
FEMA IS 241c	Decision Making and Problem Solving
FEMA IS 242c	Effective Communication
FEMA IS 253b	Overview of FEMA's Environmental and Historic Preservation Review

Agency/Course	Certification Title
FEMA IS 393b	Introduction to Hazard Mitigation
FEMA IS 403	Introduction to Individual Assistance
FEMA IS 1300	Introduction to Continuity of Operations
FEMA IS 1000	Public Assistance Program and Eligibility
FEMA E376	Public Assistance Operations
FEMA IS 632a	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700b	National Incident Management System (NIMS) an Introduction

This coursework and continuing education allows our employees to remain current with changing policy while earning certifications within the federal, state and local emergency management community.

State Certifications

Thompson Consulting Services, LLC is registered to do business and in good standing in the State of Florida and our document number is M11000002276. We have provided our Sunbiz report in Section 2, Forms. Thompson will obtain and maintain any additional licenses or certifications that the County deems necessary.

ATTACHMENT 4 – REFERENCES FORM

25-911

Submit a minimum of three verifiable references for projects completed within five years similar in magnitude to the Solicitation. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST. No FDOT references.

Thompson Consulting Services, LLC

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: Desoto County, Florida

Address: 201 E Oak Street, 2nd floor

City, State, Zip code: Arcadia, FL 34266

Contact Person: Mandy Hines

Title: County Administrator

Email: m.hines@desotobocc.com

Telephone: 863 -993-4800

Project Cost: \$ 1,886,000

Contract Start and End Dates: Oct. 2022 – Feb. 2023 / Oct. 2024 – Jan. 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has served as a stand-by debris removal monitoring services provider for the County since 2019. The County activated Thompson's contract following Hurricane Milton in 2024 and Hurricane Ian in 2022. Thompson provided professional debris removal monitoring services, including recruiting and hiring local residents to perform field monitoring positions. Thompson oversaw debris removal operations, including ROW collection monitoring, hazardous and hanging limbs, trees, and stumps removal monitoring, temporary debris staging and reduction (TDSR) site monitoring, and residential debris drop-off site (RDDS) monitoring. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Monitoring & Grant Consulting Services

Agency: City of Port Orange, Florida

Address: 407 Virginia Avenue

City, State, Zip code: Port Orange, FL 32127

Contact Person: Tom DiEulio

Title: Public Works Director

Email: tdieulio@port-orange.org

Telephone: 386-506-5500

Project Cost: \$ 1,096,000

Contract Start and End Dates: 2022, 2024

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has maintained a stand-by debris removal services contract with the City of Port Orange since 2022. The City activated Thompson's contract following Hurricane Milton in 2024 and Hurricane Ian in 2022. Thompson provided professional debris removal monitoring services successfully substantiating the removal of over 483,000 cubic yards of debris. Thompson has also provided FEMA Public Assistance grant management support to the City. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: City of Tampa, Florida

Address: 4010 West Spruce Street

City, State, Zip code: Tampa, FL 33607

Contact Person: Jonathan Kane

Title: Audit & Contracts Supervisor, Solid Waste

Email: Jonathan.Kane@tampagov.net

Telephone: 813-348-6529

Project Cost: \$ 5,066,000

Contract Start and End Dates: Oct. – Nov 2024 / Oct. 2024 – Jan. 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has served as the standby debris removal monitoring contractor for the City of Tampa since 2023. In 2024 the City activated Thompson to provide debris monitoring services following Hurricanes Helene and Milton. The City Performed separate ROW debris removal monitoring programs as well as hazardous hanging limb and leaning tree removal. Additionally, Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris in approximately 120 days. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: Emanuel County, Georgia

Address: 124 North Main Street

City, State, Zip code: Swainsboro, Georgia 30401

Contact Person: L. Guy Singletary

Title: County Administrator

Email: lgsingletary@emanuelco-ga.gov

Telephone: 478-237-3881

Project Cost: \$4,000,000

Contract Start and End Dates: October 2024 – Present

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson provided debris removal monitoring services including assisting the County perform ROW debris removal, parks and schools debris removal, and hazardous trees and limb removal projects. To date, Thompson has substantiated the removal of nearly 2,650,000 cubic yards of debris and 50,000 hazardous trees and limbs. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Removal Monitoring and FEMA PA Support

Agency: City of Daytona Beach, Florida

Address: 950 Bellevue Avenue

City, State, Zip code: Daytona Beach, Florida 32115

Contact Person: David Waller

Title: Deputy Public Works Director

Email: wallerdavid@codb.us

ATTACHMENT 4 – REFERENCES FORM

25-911

Telephone: 386-671-8681

Project Cost: \$ 1,400,000

Contract Start and End Dates: 2016, 2017, 2022, 2024

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has been activated by the City of Daytona Beach to provide debris removal monitoring and FEMA Public Assistance support following Hurricane Matthew in 2016, Hurricane Irma in 2017, Hurricane Ian in 2022 and Hurricane Milton in 2024. Overall, Thompson has substantiated reimbursement for over 984,000 cubic yards of debris and assisted the City in the identification of eligible projects, provided FEMA policy guidance and support the preparation of FEMA Project Worksheets. Please see Section 1, Vendor Profile for additional project information.



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) Jon Hoyle
who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) President of
(Business Name) Thompson Consulting Services, LLC
which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 8 day of May, 2025

BY:


Signature of Affiant

Jon Hoyle
Printed Name

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8 day of
May, 2025, by Jon Hoyle, who is ☒ personally known to me or ☐ has
produced identification (type): _____


(Notary Signature)

(SEAL)

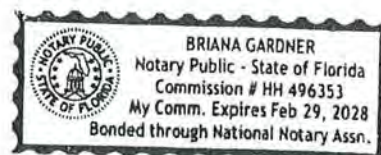


EXHIBIT 1-1: STAFF EXPERIENCE MATRIX

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
HURRICANE MILTON 2024																
EVENT TOTAL CUBIC YARDS – 8,416,370																
City of Altamonte Springs, FL	4834	12,375	◆		◆		◆						◆			
City of Apopka, FL	4834	37,820	◆		◆	◆	◆	◆					◆			◆
City of Bonita Springs, FL	4834	17,691	◆		◆		◆	◆					◆			
City Casselberry, FL	4834	14,573	◆		◆	◆	◆	◆					◆			
City of Daytona Beach, FL	4834	71,232	◆		◆	◆	◆	◆					◆			◆
City of DeLand, FL	4834	31,533	◆		◆		◆	◆					◆			
Desoto County, FL	4834	23,416	◆		◆		◆	◆	◆				◆			
City of Edgewater, FL	4834	35,511	◆		◆		◆	◆					◆			
City of Ft. Myers, FL	4834	72,458	◆		◆		◆	◆					◆			
Hillsborough County, FL	4834	5,084,758	◆		◆	◆	◆	◆					◆			
City of Kissimmee, FL	4834	10,794	◆		◆		◆	◆					◆			
City of Lakeland, FL	4834	194,107	◆		◆		◆	◆					◆			
Lee County, FL	4834	560,831	◆		◆	◆	◆	◆					◆			
City of Maitland, FL	4834	5,668	◆		◆		◆	◆					◆			
City of Oak Hill, FL	4834	10,929	◆		◆		◆	◆					◆			
City of Ocoee, FL	4834	24,970	◆		◆		◆	◆					◆			◆
City of Orlando, FL	4834	32,266	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4834	108,507	◆		◆	◆	◆	◆					◆			
City of Palm Bay, FL	4834	20,586	◆		◆	◆	◆	◆					◆			
Town of Ponce Inlet, FL	4834	78,163	◆		◆		◆	◆					◆			
City of Port Orange, FL	4834	106,080	◆		◆		◆	◆	◆				◆			
Putnam County, FL	4834	28,009	◆		◆		◆	◆					◆			
City of Sanibel, FL	4834	59,988	◆		◆		◆	◆					◆			◆
Sumter County, FL	4834	72,393	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co., FL	4834	243,622	◆		◆		◆	◆					◆			
City of Tampa, FL	4834	1,427,879	◆		◆		◆	◆					◆			◆
City of Winter Garden, FL	4834	14,496	◆		◆		◆	◆					◆			
City of Winter Springs, FL	4834	15,715	◆		◆		◆	◆					◆			
HURRICANE HELENE 2024																
EVENT TOTAL CUBIC YARDS – 14,636,297																
FL Department of Transportation	4828	4,369,039			◆		◆	◆					◆			
City of Bonita Springs, FL	4828	439	◆		◆		◆	◆					◆			
City of Ft Myers, FL	4828	188	◆		◆		◆	◆					◆			
Hillsborough County, FL	4828	15,472	◆		◆		◆	◆					◆			
Lee County, FL	4828	15,429	◆		◆		◆	◆					◆			
City of New Port Richey, FL	4828	6,978	◆		◆		◆	◆					◆			
City of Tampa, FL	4828	66,608	◆		◆		◆	◆					◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Adel, GA	4830	44,526	◆		◆		◆	◆					◆			
Bulloch County, GA	4830	114,069	◆		◆		◆	◆					◆			
Chatham County, GA	4830	221,260	◆		◆		◆	◆					◆			◆
Cook County, GA	4830	142,151	◆		◆		◆	◆					◆			
Town of Dasher, GA	4830	117,228	◆		◆		◆	◆					◆			
Effingham County, GA	4830	101,560	◆		◆		◆	◆					◆			
Emmanuel County, GA	4830	801,607	◆		◆	◆	◆	◆					◆			◆
GA Department of Transportation	4830	651,356			◆		◆	◆					◆			
City of Hahira, GA	4830	33,591	◆		◆		◆	◆					◆			
City of Lake Park, GA	4830	62,490	◆		◆		◆	◆					◆			
Lowndes County, GA	4830	1,330,209	◆		◆		◆	◆					◆			
City of Nashville, GA	4830	91,833	◆		◆		◆	◆					◆			
City of Pooler, GA	4830	14,912	◆		◆		◆	◆					◆			
City of Remerton, GA	4830	1,369	◆		◆		◆	◆					◆			
City of Soperton, GA	4830	154,343	◆		◆	◆	◆	◆					◆			◆
City of Statesboro, GA	4830	78,276	◆		◆		◆	◆					◆			
Tattnall County, GA	4830	215,838	◆		◆	◆	◆	◆					◆			
Treutlen County, GA	4830	827,753	◆		◆		◆	◆					◆			◆
City of Valdosta, GA	4830	1,498,805	◆		◆		◆	◆					◆			
Ware County, GA	4830	570,753	◆		◆		◆	◆					◆			
Washington County, GA	4830	156,117	◆		◆	◆	◆	◆					◆			
United State Army Corp of Engineers	4830	1,892,664			◆		◆	◆					◆			
NC Department of Transportation	4827	2,420	◆		◆		◆	◆					◆			
SC Department of Transportation	4829	873,678	◆		◆		◆	◆					◆			◆
TN Department of Transportation	4832	130,554	◆		◆		◆	◆					◆			
Virginia Dept. of Emergency Management	4831	32,782	◆		◆	◆	◆						◆			
HURRICANE DEBBY 2024																
EVENT TOTAL CUBIC YARDS – 344,522																
FL Department of Transportation	4806	321,501			◆			◆					◆			
Thomas County, GA	NA	23,021	◆		◆		◆	◆					◆			
HURRICANE BERYL 2024																
EVENT TOTAL CUBIC YARDS – 9,231,421																
City of East Bernard, TX	4798	1,170	◆		◆		◆	◆					◆			
City of Friendswood, TX	4798	118,319	◆		◆	◆	◆	◆					◆			
Harris County, TX	4798	2,776,097	◆		◆	◆	◆	◆					◆			
City of Houston, TX	4798	3,698,729	◆		◆		◆	◆					◆			◆
City of La Porte, TX	4798	111,804	◆		◆		◆	◆					◆			
City of Lake Jackson, TX	4798	409,238	◆		◆		◆	◆					◆			
City of League City, TX	4798	149,709	◆		◆	◆	◆	◆					◆			
Montgomery County, TX	4798	1,684,879	◆		◆		◆	◆					◆			
Polk County, TX	4798	11,476	◆		◆		◆	◆					◆			
City of Sugar Land, TX	4798	237,709	◆		◆	◆	◆	◆					◆			
Wharton County, TX	4798	32,291	◆		◆		◆	◆					◆			
ARKANSAS SEVERE STORMS / TORNADOS 2024																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 349,022																
City of Bentonville, AR	4788	349,022	◆		◆	◆	◆	◆				◆	◆			◆
IOWA TORNADO 2024																
EVENT TONNAGE – 26,055																
Iowa Dept. of Administrative Services	NA	26,055t	◆		◆		◆						◆			
TEXAS SEVERE STORMS / TORNADOS 2024																
EVENT TOTAL CUBIC YARDS – 3,309,736																
Cooke County, TX	4781	105,314	◆		◆		◆	◆					◆			
City of Houston, TX	4781	3,111,925	◆		◆	◆	◆	◆					◆			◆
Montgomery County, TX	4781	53,548	◆		◆		◆	◆					◆			
Polk County, TX	4781	7,143	◆		◆		◆	◆					◆			
Waller County, TX	4781	31,806	◆		◆		◆	◆					◆			
FLORIDA SEVERE STORM / TORNADOS 2024																
EVENT TOTAL TONNAGE – 3,397																
Bay County, FL	NA	3,397	◆		◆		◆						◆			
HAWAII WILDFIRES 2023																
EVENT TOTAL TONNAGE – 308,241t																
United States Army Corps of Engineers	4724	308,241t					◆		◆		◆		◆			◆
OKLAHOMA SEVERE STORMS 2023																
EVENT TOTAL CUBIC YARDS – 95,691																
City of Sand Springs, OK	4721	95,691	◆		◆	◆	◆	◆					◆			
LOUISIANA SEVERE STORMS / TORNADOS 2023																
EVENT TOTAL CUBIC YARDS – 236,530																
City of Shreveport, LA	NA	236,530	◆		◆	◆	◆						◆			
HURRICANE IDALIA 2023																
EVENT TOTAL CUBIC YARDS – 1,744,757																
Town of Dasher, GA	4738	34,402	◆		◆		◆	◆					◆			
Glynn County, GA	4738	33,962	◆		◆	◆	◆	◆			◆		◆			
Lowndes County, GA	4738	904,947	◆		◆		◆	◆					◆			
City of Remerton, GA	4738	1,200	◆		◆		◆	◆					◆			
Thomas County, GA	4738	14,514	◆		◆		◆	◆					◆			
City of Valdosta, GA	4738	734,421	◆		◆		◆	◆			◆		◆			
Ware County, GA	4738	46,537	◆		◆	◆	◆	◆					◆			
Hillsborough County, FL	4734	1,507	◆		◆		◆	◆					◆			
New Port Richey, FL	4734	2,876	◆		◆		◆	◆					◆			
HURRICANE FIONA 2023																
EVENT TOTAL CUBIC YARDS – 55,720																
PR Department of Transportation	4671	55,720	◆		◆		◆						◆			
FLORIDA SEVERE STORMS / FLOODING 2023																
EVENT TOTAL CUBIC YARDS – 41,853																
City of Fort Lauderdale, FL	4709	41,853	◆	◆	◆		◆				◆	◆			◆	◆
ALABAMA SEVERE STORMS / TORNADOS 2023																
EVENT TOTAL CUBIC YARDS – 484,255																
AL Department of Transportation	4684	484,255	◆		◆		◆	◆					◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
HURRICANE IAN 2022																
EVENT TOTAL CUBIC YARDS – 17,239,389																
City of Altamonte Springs, FL	4673	26,033	◆		◆		◆						◆			
City of Apopka, FL	4673	90,856	◆			◆	◆	◆								
City of Bonita Springs, FL	4673	362,465	◆		◆		◆	◆					◆			
City of Casselberry, FL	4673	26,258	◆		◆		◆	◆					◆			
City of Clewiston, FL	4673	9,682	◆		◆		◆						◆			
City of Cocoa, FL	4673	3,174	◆		◆		◆						◆			
City of Daytona Beach, FL	4673	418,626	◆		◆		◆	◆					◆			
City of DeBary, FL	4673	68,961	◆		◆		◆						◆			
City of Deland, FL	4673	68,022	◆		◆		◆	◆					◆			
Desoto County, FL	4673	754,375	◆		◆	◆	◆	◆					◆			
City of Ft. Myers, FL	4673	849,357	◆		◆		◆	◆					◆			
City of Ft. Myers Beach, FL	4673	1,321,288	◆		◆		◆	◆		◆		◆	◆			
Hendry County, FL	4673	50,920	◆		◆		◆						◆			
Hillsborough County, FL	4673	903,519	◆		◆	◆	◆	◆					◆			
City of Kissimmee, FL	4673	28,283	◆		◆		◆	◆					◆			
City of LaBelle, FL	4673	17,575	◆		◆		◆						◆			
City of Lakeland, FL	4673	144,583	◆		◆	◆	◆	◆					◆			
Lee County FL Schools	4673	31,783	◆		◆		◆	◆					◆			
Lee County, FL	4673	8,739,523	◆		◆	◆	◆	◆		◆		◆	◆			
City of Ocoee, FL	4673	44,022	◆		◆	◆	◆	◆				◆	◆			◆
City of Orlando, FL	4673	136,057	◆		◆		◆						◆			
City of Ormond Beach, FL	4673	123,441	◆		◆		◆						◆			◆
City of Oviedo, FL	4673	42,534	◆		◆		◆	◆				◆	◆			
City of Port Orange, FL	4673	416,235	◆		◆		◆	◆					◆			◆
City of Sanibel, FL	4673	2,549,038	◆		◆		◆	◆		◆			◆			
City of Wellington, FL	4673	3,387	◆		◆		◆						◆			
City of Winter Garden, FL	4673	9,235	◆		◆		◆						◆			
NEW MEXICO WILDFIRES 2022																
EVENT TOTAL TONNAGE – 236,705																
NM Department of Transportation	4652	236,705	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆
KENTUCKY SEVERE STORMS & FLOODING 2022																
EVENT TOTAL TONNAGE – 1,376,809																
KY Transportation Cabinet	4663	1,376,809	◆				◆	◆				◆	◆			
KENTUCKY SEVERE STORMS & FLOODING 2021																
EVENT TOTAL CUBIC YARDS – 542,050																
USACE DRC	4630	442,475			◆		◆	◆					◆			
City of Mayfield, KY	4630	110,173			◆		◆	◆			◆	◆	◆	◆		
HURRICANE IDA 2021																
EVENT TOTAL CUBIC YARDS – 15,216,344																
Ascension Parish, LA	4611	708,834	◆		◆		◆	◆				◆	◆			
City of Denham Springs, LA	4611	70,857	◆	◆	◆		◆	◆					◆			◆
Donaldsonville	4611	31,743														

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City-Parish of East Baton Rouge, LA	4611	1,030,098	◆		◆		◆						◆			
Jefferson Parish, LA	4611	2,203,642	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆		
LA Department of Transportation	4611	2,379,615	◆		◆		◆	◆					◆			
Livingston Parish, LA	4611	1,376,623	◆				◆	◆				◆	◆	◆		
Town of Sorrento, LA	4611	11,869	◆		◆		◆	◆					◆	◆		
St. Tammany Parish, LA	4611	3,032,610	◆		◆		◆	◆					◆			
Terrebonne Parish, LA	4611	4,341,225	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	◆	
LOUISIANA SEVERE STORMS & FLOODING																
EVENT TOTAL CUBIC YARDS – 42,800																
City-Parish of East Baton Rouge, LA	4606	42,500	◆		◆		◆						◆			
Ascension Parish, LA	4606	300	◆		◆		◆						◆			
KENTUCKY SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 253,431																
KY Transportation Cabinet	4592	253,431	◆		◆		◆						◆			
LOUISIANA SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 84,308																
City-Parish East Baton Rouge, LA	4590	84,308	◆		◆		◆						◆			
TEXAS SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 79,040																
City of Corpus Christi, TX	4586	74,620	◆		◆		◆						◆			
City of Pearland, TX	4586	4,420	◆		◆		◆						◆			
HURRICANE ZETA 2020																
EVENT TOTAL CUBIC YARDS – 1,473,700																
Jefferson Parish, LA	4577	143,000	◆		◆		◆						◆			
Terrebonne Parish, LA	4577	12,000	◆		◆		◆						◆			
City of Gautier, MS	4576	7,700	◆		◆		◆						◆			
Jackson County, MS	4576	438,000	◆		◆		◆						◆			
City of Long Beach, MS	4576	112,000	◆		◆		◆	◆					◆			
City of Pascagoula, MS	4576	42,000	◆		◆		◆						◆			
Clarke County, AL	4573	243,000	◆		◆		◆	◆					◆			
City of Mobile, AL	4573	261,400	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4573	263,000	◆		◆		◆	◆		◆			◆			
Washington County, AL	4573	213,000	◆		◆		◆	◆					◆			
OKLAHOMA SEVERE WINTER STORM 2020																
EVENT TOTAL CUBIC YARDS – 477,000																
City of Norman, OK	4575	477,000	◆		◆		◆						◆			
HURRICANE DELTA 2020																
EVENT TOTAL CUBIC YARDS – 112,744																
City-Parish East Baton Rouge, LA	4570	77,221	◆		◆		◆						◆			
City of Jennings, LA	4570	35,221	◆		◆		◆						◆			
HURRICANE SALLY 2020																
EVENT TOTAL CUBIC YARDS – 9,456,677																
Escambia County, FL	4564	4,427,522	◆		◆	◆	◆	◆					◆	◆		◆
City of Gulf Breeze, FL	4564	98,600	◆		◆		◆	◆					◆			

Event/Client	FEMA- DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
AL Department of Transportation	4563	2,451,641	◆		◆		◆	◆					◆			
City of Gulf Shores, AL	4563	656,203	◆		◆	◆	◆	◆		◆			◆			
City of Mobile, AL	4563	408,450	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4563	270,400	◆		◆		◆	◆		◆			◆			
City of Orange Beach, AL	4563	644,782	◆		◆	◆	◆	◆				◆	◆			◆
City of Spanish Fort, AL	4563	95,162	◆		◆		◆	◆					◆			
HURRICANE LAURA 2020																
EVENT TOTAL CUBIC YARDS – 2,415,052																
Grant Parish, LA	4559	1,186,807	◆		◆		◆	◆					◆			◆
Jefferson Davis Parish, LA	4559	215,825	◆		◆		◆	◆					◆			
City of Jennings, LA	4559	54,600	◆		◆		◆	◆					◆			
LA Department of Transportation	4559	139,000	◆		◆		◆	◆					◆			
City of Natchitoches, LA	4559	31,600	◆		◆		◆	◆					◆			
City of Pineville, LA	4559	36,700	◆		◆		◆	◆					◆			
Vernon Parish, LA	4559	726,831	◆		◆		◆	◆					◆			
Winn Parish, LA	4559	148,789	◆		◆		◆	◆					◆			◆
MIDWEST DERECHO 2020																
EVENT TOTAL CUBIC YARDS – 426,440																
IA Dept. of Homeland Security and EM	4557	406,000	◆				◆						◆			
City of Bertram, IA	4557	20,440	◆		◆		◆						◆			
HURRICANE ISAIAS 2020																
EVENT TOTAL CUBIC YARDS – 2,400																
New Hanover County, NC	4568	2,400	◆		◆		◆						◆			
TROPICAL STORM IMELDA 2019																
EVENT TOTAL CUBIC YARDS – 3,755																
City of Beaumont, TX	4466	3,850	◆		◆		◆						◆			
City of Liberty, TX	4466	3,755	◆		◆		◆						◆			
HURRICANE DORIAN 2019																
EVENT TOTAL CUBIC YARDS – 186,600																
Currituck County, NC	4465	31,200	◆		◆		◆	◆					◆			
Dare County, NC	4465	155,400	◆		◆		◆	◆					◆			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	◆		◆		◆						◆			
City-Parish East Baton Rouge, LA	4458	36,569	◆		◆		◆						◆			
HURRICANE MICHAEL 2018																
EVENT TOTAL CUBIC YARDS – 4,392,415																
Leon County, FL	4399	1,043,757	◆		◆		◆	◆					◆			
City of Tallahassee, FL	4399	427,650	◆		◆		◆	◆					◆			
Gadsden County, FL	4399	1,524,442	◆			◆	◆	◆					◆			
Jackson County, FL	4399	499,627	◆		◆		◆	◆					◆			
Tyndall Air Force Base, FL	4399	57,466					◆				◆		◆			
GA Department of Transportation	4400	184,527	◆		◆		◆						◆			
Thomas County, GA	4400	45,031	◆		◆		◆	◆					◆			

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HURRICANE FLORENCE 2018																
EVENT TOTAL CUBIC YARDS – 1,816,173																
Town of Bogue, NC	4393	8,915	◆		◆		◆						◆			
Carteret County, NC	4393	1,507,059	◆		◆	◆	◆									
Cumberland County, NC	4393	1,319	◆		◆		◆						◆			
City of Jacksonville, NC	4393	269,383	◆		◆		◆	◆					◆			
NC Department of Transportation	4393	14,153	◆		◆		◆	◆					◆			
Town of Swansboro, NC	4393	30,816	◆		◆		◆	◆					◆			
HURRICANE MARIA 2017																
EVENT TOTAL CUBIC YARDS – 460,000																
PR Department of Transportation	4339	1,275,612	◆		◆		◆	◆					◆			
HURRICANE IRMA 2017																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4337	68,144	◆		◆		◆	◆					◆			
City of Bonita Springs, FL	4337	536,487	◆		◆	◆	◆	◆					◆			
City of Casselberry, FL	4337	31,317	◆		◆		◆	◆					◆			
Citrus County, FL	4337	173,920	◆		◆		◆	◆					◆			
Hendry County, FL	4337	300,110	◆		◆		◆	◆					◆			
City of Cooper City, FL	4337	153,376	◆		◆		◆	◆					◆			
City of Crystal River, FL	4337	3,142	◆		◆		◆						◆			
City of Daytona Beach, FL	4337	117,077	◆		◆		◆						◆			◆
City of Deland, FL	4337	129,377	◆		◆		◆	◆					◆	◆		
City of Delray Beach, FL	4337	173,674	◆		◆		◆	◆					◆			
City of Flagler Beach, FL	4337	27,515	◆		◆		◆						◆			
City of Ft Lauderdale, FL	4337	647,519	◆		◆	◆	◆	◆		◆			◆			◆
City of Ft Myers, FL	4337	331,986	◆		◆		◆	◆					◆			
Town of Ft Myers Beach, FL	4337	24,783	◆		◆		◆						◆			
Glades County, FL	4337	40,827	◆		◆		◆						◆			
Hernando County, FL	4337	118,699	◆		◆		◆	◆					◆			
City of Hialeah, FL	4337	211,704	◆		◆		◆	◆					◆			
City of Inverness, FL	4337	10,238	◆		◆		◆						◆			
City of Lake Mary, FL	4337	55,826	◆		◆		◆	◆					◆			
City of Lakeland, FL	4337	260,084	◆		◆		◆	◆					◆			◆
City of Largo, FL	4337	54,992	◆		◆		◆						◆			
Lee County, FL	4337	2,319,785	◆		◆	◆	◆	◆				◆	◆			
City of Leesburg, FL	4337	27,118	◆		◆		◆	◆					◆			
Leon County, FL	4337	37,619	◆		◆		◆						◆			
City of Maitland, FL	4337	36,443	◆		◆		◆	◆					◆			
Manatee County, FL	4337	560,188			◆		◆	◆			◆		◆			
City of Margate, FL	4337	94,506	◆		◆		◆	◆					◆			◆
City of Miami Springs, FL	4337	165,755	◆		◆		◆	◆					◆			
City of Oak Hill, FL	4337	6,124	◆		◆		◆						◆			
City of Orange City, FL	4337	47,722	◆		◆	◆	◆	◆					◆			
City of Orlando, FL	4337	216,508	◆		◆		◆	◆					◆			

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City of Ormond Beach, FL	4337	157,371	◆		◆		◆	◆					◆			
City of Oviedo, FL	4337	39,208	◆		◆		◆	◆					◆			
City of Palm Bay, FL	4337	253,867	◆		◆		◆	◆					◆			
City of Stuart, FL	4337	17,851	◆		◆		◆	◆					◆			
Sumter County, FL	4337	116,322	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co	4337	3,035,786	◆		◆		◆	◆			◆		◆			◆
City of Venice, FL	4337	12,817	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4337	69,897	◆		◆		◆	◆					◆			
Volusia County, FL	4337	858,138	◆		◆	◆	◆	◆			◆		◆	◆		◆
Chatham County, GA	4338	100,889	◆		◆		◆	◆					◆			
GA Department of Transportation	4338	27,559	◆		◆		◆						◆			
HURRICANE HARVEY 2017																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	◆		◆	◆	◆	◆			◆		◆			
City of Beaumont, TX	4332	70,857	◆		◆		◆	◆					◆			
City of Lake Jackson, TX	4332	4,281	◆		◆		◆	◆					◆			
Newton County, TX	4332	8,859	◆		◆		◆	◆			◆		◆			
City of Santa Fe, TX	4332	22,690	◆		◆		◆	◆					◆			
City of Texas City, TX	4332	22,400	◆		◆		◆	◆					◆			
TENNESSEE WILDFIRES 2016																
EVENT TOTAL CUBIC YARDS – 676,000																
City of Gatlinburg, TN	4293	404,000	◆	◆							◆		◆	◆	◆	
Sevier County, TN	4293	272,000	◆	◆							◆		◆	◆	◆	
HURRICANE MATTHEW 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,532,000																
City of Norfolk, VA	4291	29,000	◆		◆		◆	◆					◆			
City of Southern Shores, NC	4285	20,000	◆		◆		◆	◆					◆			
Dare County, NC	4285	96,000	◆		◆		◆	◆				◆	◆			
City of Lumberton, NC	4285	26,000	◆		◆		◆	◆					◆			
SC Department of Transportation	4286	960,000	◆		◆		◆	◆					◆			◆
Chatham County, GA	4284	1,400,000	◆		◆	◆	◆	◆			◆		◆			
City of Effingham, GA	4284	11,000	◆		◆		◆	◆					◆			
City of Pooler, GA	4284	17,000	◆		◆		◆	◆					◆			
GA Department of Transportation	4284	180,000	◆		◆		◆	◆					◆			
City of St. Augustine, FL	4283	83,000	◆		◆		◆	◆					◆			◆
City of Orange City, FL	4283	13,000	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4283	170,000	◆		◆		◆	◆					◆			◆
City of Deland, FL	4283	57,000	◆		◆		◆	◆					◆			◆
City of Daytona Beach, FL	4283	330,000	◆		◆		◆	◆					◆			◆
City of Palm Bay, FL	4283	99,000	◆		◆		◆	◆					◆			◆
Solid Waste Authority Palm Beach Co.	4283	14,000	◆		◆		◆	◆					◆			◆
City of Vero Beach, FL	4283	27,000	◆		◆		◆	◆					◆			
LOUISIANA SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,050,000																

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City-Parish of East Baton Rouge, LA	4277	1,800,000	◆		◆		◆		◆		◆		◆	◆		◆
City of Denham Springs, LA	4277	250,000	◆		◆		◆				◆			◆		◆
TEXAS / LOUISIANA SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	◆		◆		◆						◆			◆
Newton County, TX	4266	37,030	◆		◆		◆						◆			◆
SSOUTH CAROLINA SEVERE STORMS & FLOODING 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	◆	◆	◆		◆						◆			◆
WINTER STORM PANDORA 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	◆		◆		◆	◆					◆			◆
Fentress County, TN	4211	77,000	◆		◆		◆	◆					◆			◆
Overton County, TN	4211	54,000	◆		◆		◆	◆					◆			◆
ALABAMA TORNADOES 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	◆		◆		◆	◆					◆			◆
City of Graysville, AL	4176	80,000	◆		◆		◆	◆					◆			◆
City of Kimberly, AL	4176	20,000	◆		◆		◆	◆					◆			◆
Lee County, AL	4176	22,000	◆		◆		◆	◆					◆			◆
WINTER STORM PAX 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
SC Department of Transportation	4166	1,200,000	◆		◆		◆	◆	◆				◆			◆
Georgetown County, SC	4166	105,000	◆		◆	◆	◆	◆					◆	◆		◆
Marion County, SC	4166	25,000	◆		◆		◆	◆					◆			◆
Williamsburg County, SC	4166	40,000	◆		◆	◆	◆	◆					◆			◆
Aiken County, SC	4166	1,500,000	◆		◆	◆	◆	◆				◆	◆			◆
Allendale County, SC	4166	60,000	◆		◆		◆	◆					◆			◆
HURRICANE SANDY 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	◆	◆	◆								◆			◆
Town of Babylon, NY	4085	100,000	◆		◆								◆			◆
HURRICANE ISAAC 2012 - 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
AL Port Authority (Wetlands)	4082	1,000	◆									◆	◆			◆
Iberville Parish, LA (Waterways)	4080	950	◆				◆					◆	◆			◆
Terrebonne Parish, LA	4080	56,000	◆		◆	◆	◆	◆					◆			◆
Denham Spring, LA	4080	9,000	◆		◆	◆	◆	◆					◆			◆
Hancock County, MS	4081	23,000			◆		◆			◆			◆			◆
Jackson County, MS	4081	4,000			◆		◆						◆			◆
HURRICANE IRENE 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			◆		◆	◆								◆
Petersburg Residency, Virginia DOT	4024	75,000			◆		◆	◆								◆

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Ashland Residency, Virginia DOT	4024	200,000			◆		◆	◆								
Chesterfield Residency, Virginia DOT	4024	15,000			◆		◆	◆								
City of Portsmouth, Virginia	4024	50,000			◆		◆	◆								
Brunswick County, Virginia	4024	25,000			◆		◆	◆								
ALABAMA TORNADOES 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		◆							◆		◆	◆	◆	◆
Calhoun County, AL	1971	350,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
Alabama DCNR	1971	100,000	◆		◆	◆	◆	◆	◆				◆		◆	
TENNESSEE ROCKSLIDES 2009 [1]																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
TN Department of Transportation	N/A	60,000	◆		◆	◆										
HURRICANE KATRINA 2005 [1]																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Mobile County, AL	1605	789,658	◆		◆		◆	◆								
City of Mobile, AL	1605	728,469	◆		◆		◆	◆								
Jasper County, MS	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, AL	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, AL	1605	70,445	◆		◆		◆	◆								
Clark County, MS	1604	90,134	◆		◆		◆	◆								
City of Citronelle, AL	1605	48,423	◆		◆		◆	◆								
City of Saraland, AL	1605	44,419	◆		◆		◆	◆								
City of Satsuma, AL	1605	29,404	◆		◆		◆	◆								
Choctaw County, AL	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, AL	1605	18,336	◆		◆		◆	◆								
City of Creola, AL	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, AL	1605	4,619	◆		◆		◆	◆								

[1] This work was completed by Thompson Engineering, Inc, an affiliate company of Thompson Consulting Services, LLC, prior to the inception of Thompson Consulting Services, LLC in 2011.

EXHIBIT 1-2: KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

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Jon Hoyle President

FIRM

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EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

19 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 19 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 150 projects under contracts that total over \$2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 field and professional personnel.

PROJECT EXPERIENCE

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020 – 2021 | 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 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-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. 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.

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

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EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

19 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 19 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

Lee County, Florida, Hurricane Ian Disaster Recovery Operations, 2022 – 2023 | Mr. Counsell served as the principal-in-charge / corporate resource officer for Lee County, Florida following the large-scale impacts of Hurricane Ian in 2022, one of the deadliest hurricanes to impact the State of Florida. Mr. Counsell worked closely with the County and the County's debris removal contractor ensuring all projects had the resources necessary to implement monitoring operations. Thompson substantiated the removal of over 5.7 million cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

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 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.

Nicole Lehman

Director of Client Services / Program Manager

FIRM

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

16 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 16 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

Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023 | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

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.

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.

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

Simon Carlyle

Vice President

FIRM

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Maitland, Florida 32751

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 | HUD CDBG Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 30 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi. Mr. Carlyle has extensive experience in all stages of disaster recovery and has a thorough knowledge of federal, state, and local policies.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Carlyle served as client liaison acting as the direct point of contact to address the NMDOT's needs during project operations.

State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023 | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

Virginia Department of Transportation, Severe Winter Storm Debris Removal Monitoring, 2021 | Mr. Carlyle served as client liaison for the Virginia Department of Transportation where he provided senior management oversight, coordinated staffing and logistics support, ensured unique health and safety plan was executed and oversaw and audited daily reporting.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring and disposal operations throughout the state.

State of South Carolina – Multiple Communities, Tornado Recovery Operations, 2020 | Mr. Carlyle served as the regional manager during mobilization in response to an unprecedented number of tornados affecting the state. Following the tornado outbreak, Mr. Carlyle managed multiple projects overseeing debris removal operations and debris site quality control.

State of South Carolina – Multiple Communities, Hurricane Dorian Recovery operations, 2019 | Following the effects of Hurricane Dorian, an extremely powerful Category 5 hurricane, Mr. Carlyle served as the regional manager for multiple clients across the state. Mr. Carlyle provided program oversight, order preparation and quality assurance measures.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

Lee County, Alabama, Tornado Disaster Recovery Operations, 2019 | Mr. Carlyle served as the project manager for Lee County after it was impacted by one of the most fatal and highly destructive tornadoes in recent history. Mr. Carlyle was able to mobilize to the County within hours of a notice-to-proceed and began immediate coordination with local, state and federal officials. Mr. Carlyle worked closely with the County and the County's debris hauler to develop a debris removal strategy and schedule.

Southwest Georgia – Multiple Communities, Hurricane Michael Response and Disaster Recovery, 2018 – 2019 | Hurricane Michael was an extremely destructive Category 5 storm that impacted multiple states across the panhandle including Georgia. Mr. Carlyle served as a regional manager under a team providing debris monitoring and documentation under the United States Army Corps of Engineers. Mr. Carlyle oversaw field operations and served in a client liaison role.

State of Florida – Multiple Communities, Hurricane Irma Recovery and Debris Removal Monitoring, 2017 – 2018 | Mr. Carlyle served as regional manager on behalf of nearly 20 cities and counties in the state of Florida following the impacts of Hurricane Irma. As regional manager, Mr. Carlyle was responsible for communicating with various city and county administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordinating government agency meetings.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted cities, counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

Beaufort County, South Carolina, Hurricane Matthew Recovery Operations & DDMP Development, 2016 – 2017 | Mr. Carlyle has worked closely with the County to provide support during annual trainings and assisted in the development of the County's Disaster Debris Management Plan (DDMP). Following Hurricane Matthew in 2016, Mr. Carlyle served as the project manager on behalf of the county and oversaw debris removal operations including the removal of over 1.7M cubic yards of debris and the removal of over 62,000 Hazardous hanging limbs and leaning trees. In addition,

he successfully oversaw a waterway debris and vessel removal program.

State of South Carolina – Multiple Communities, Winter Storm Pax 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. Mr. Carlyle worked with multiple county and local governments to establish debris removal and incident response plans in order to begin responding to residential and community needs. Mr. Carlyle created debris removal and monitoring programs with communities that had no preposition contract or plans in place.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was severely impacted by a severe winter storm that caused damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

Bastrop County, Texas, Wildfire Recovery Services, 2011 – 2012 | Mr. Carlyle served as the project manager following devastating wildfires that impacted the County. Mr. Carlyle led a team of experts who expedited project worksheets, maintained FEMA compliant documentation and initiated a private property debris removal program.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

TRAINING & CERTIFICATIONS

- IS-100: Introduction to ICS
- IS-120: Introduction to Exercises
- IS-00556: Damage Assessment for Public Works
- IS-00559: Local Damage Assessment
- IS-00634: Introduction to FEMA's PA Program
- IS-700: Introduction to NIMS
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified

Oliver Yao

Vice President

FIRM

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EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 17 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

Livingston Parish, Louisiana, Hurricane Ida Recovery, 2022 | In addition to generating disaster debris along the Parish right-of-way and public property, Hurricane Ida also severely impacted Parish waterways. The Parish was successful in submitting waterways for approval under the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection program. Mr. Yao serves as a senior manager supporting the documentation and management of the NRCS waterways debris removal program.

Terrebonne Parish, Louisiana, Hurricane Ida Recovery, 2022-2023 | As part of recovery efforts following Hurricane Ida, the Parish initiated and private property debris removal and demolition program. Mr. Yao serves as a senior manager supporting the Thompson field manager in the oversight and quality assurance of PPDR and demolition program documentation and program

CalRecycle, California, Wildfire Recovery, 2021 | Mr. Yao served as a senior manager and supported project controls for the 2021 Wildfire structural debris and hazard tree assessment and removal program. The program consisted of two divisions, the North Division which included the counties of Lassen, Plumas, Siskiyou, Tehama, and Trinity; and the Central Division which included the counties of Alpine, El Dorado, Placer, Nevada, and Lake. Mr. Yao supported project setup including workplans, staffing, and data documentation and reporting.

State of Louisiana, Hurricane Ida Program Management, 2021 | Mr. Yao provided senior management oversight and project controls for 11 projects within the State of Louisiana including St. John the Baptist, St. James, Iberville, and St. Helena Parishes. Mr. Yao's senior oversight included over 4.7 million cubic yards and over 82,000 hazardous trees from the 11 combined projects.

State of Louisiana, Hurricanes Delta and Zeta Program Management, 2020 | Hurricanes Delta and Zeta were two late season hurricanes that impacted Louisiana. Mr. Yao provided senior management oversight and project controls for six projects including Acadia and St. Martin Parish. The response and recovery operations for Hurricanes Delta and Zeta were completed on average within 30 days and totaled 167,000 CY of debris and 3,800 hazardous trees.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused

extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

State of Louisiana, Hurricane Laura Program Management, 2020 | Hurricane Laura impacted the State of Louisiana as a destructive category 4 hurricane. Mr. Yao served as senior leadership and oversaw project setup, documentation, staffing, and project controls for 15 clients in Louisiana. Work included the City of Lake Charles, Calcasieu Parish, the City of Sulphur, Allen Parish, Vermillion Parish, and the City of Alexandria to name a few. Mr. Yao's senior oversight included over 15.3 million cubic yards and over 130,000 hazardous trees from the 15 combined projects. Mr. Yao also supported the two Private Property Debris Removal programs for Calcasieu Parish and the Town of Vinton.

CalRecycle, California, Camp Fire, 2019 | The Camp Fire Incident destroyed over 13,000 structures. Mr. Yao served as a senior manager supporting project setup, staffing, data management, financial accounting, and project controls. This program resulted in the documentation of over 3.6 million tons of structural debris.

State of Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

State of Georgia, Hurricane Michael Program Management, 2018 | In addition to impacting the State of Florida, Hurricane Michael also severely impacted the State of Georgia. The United States Army Corps of Engineers (USACE) was activated to coordinate debris removal in 13 counties. Mr. Yao served as a senior manager and was responsible for project setup, controls, reporting, and staffing. In total, over 3.4 million cubic yards of debris was documented and collected.

State of Florida, Hurricane Irma Program Management, 2017 | Hurricane Irma was an unprecedented storm that impacted almost the entire State of Florida. Mr. Yao supported documentation and reimbursement for clients throughout the State of Florida. Mr. Yao also supported final invoicing and the

response to requests for information by FEMA for multiple projects.

State of Florida, Hurricane Matthew Program Management, 2016 | Hurricane Matthew impacted the east coast of Florida. Mr. Yao served as a senior manager and data management coordinator 21 projects including the counties of Volusia, Flagler, St. Johns, and Brevard County. Mr. Yao supported the documentation and data management of over 3.2 million cubic yards of debris.

State of South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

State of Texas, Severe Storms, Tornadoes, Straight-Line Winds and Flooding Program Management, 2015 | Mr. Yao served as a senior manager and data management coordinator for the City of Houston, Hays County, and Caldwell County following severe storms and flooding that resulted in a disaster declaration. Mr. Yao supported project documentation and reporting.

State of Alabama, Severe Storms and Tornadoes Program Management, 2014 | Mr. Yao served as a senior manager and data management coordinator for the counties of Blount and Limestone. Mr. Yao supported documentation, data management, and reporting deliverables for the projects.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012 | Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

City of New Orleans, Louisiana, Hurricane Katrina Data Management, 2011 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of over 1,700 residential structural demolitions that were a result of Hurricane Katrina.

State of Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

Daniel Gardner

Vice President - Data Operations

FIRM

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

15 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 | CDBG Disaster Recovery | CDBG Housing

Mr. Gardner has served as a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$2 billion. 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

U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022 | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the Data Manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Overall, Thompson monitored the removal of more than 433,000 cubic yards of debris from the County and City.

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.

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.

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

Patrick Gardner

GIS Manager

FIRM

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EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

10 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

New Mexico Department of Transportation (NMDOT), Wildfire Recovery Operations, 2022 – 2023 | Widespread wildfires caused significant damages throughout the State in 2022. Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

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.

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.

Putnam, Fentress and Overton Counties, Tennessee, Severe 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

Jonathan Clark

Vice President - Grant Services

FIRM

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EDUCATION

MA Business Management and Leadership
BA Homeland Security and Emergency
Management

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 18 years of experience in the disaster response and recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with several federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than \$800 million in federal funding.

PROJECT EXPERIENCE

Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023 | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a \$13 million dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CDBG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

New Mexico Department of Transportation, FEMA PA 2022-2023 | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated \$50 million.

Brevard County, Florida, Hurricanes Ian, Nicole, Irma & Micheal FEMA PA 2022-2023 | Mr. Clark assisted the County with legacy projects including Hurricane Irma and Matthew, processing them through closeout. As respondent to Hurricane Ian and Nicole with a combined total estimate of over \$50

million in active project costs, Mr. Clark managed recovery processes, performed site assessment and inspections, as well as provided hazard mitigation proposals.

City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than \$25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020 | Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over \$12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

Volusia County, Florida, Hurricane Irma, 2017 – 2020

Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly \$20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding hazard mitigation opportunities to limit the potential damage during future disasters.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016

Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014

Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

Emergency Management Consultant, 2011 - 2012

As an Emergency Management Consultant, Mr. Clark coordinated with and assisted federal, state and local emergency management agencies in developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities included coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures. In addition, Mr. Clark coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises, as well as developed, defined, and established correlation and maintained metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables.

Planning Section Chief 2010-2011 | Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating, and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization, and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

TRAINING & CERTIFICATIONS

- Graduate Certificate – Public Policy, Hamline University
- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- Environmental Management, Oklahoma State University at Tulsa
- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts
- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

Connie Stewart

Contract / Project Manager

FIRM

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EXPERIENCE

18 years

PROGRAM EXPERIENCE

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

Ms. Stewart has 18 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

Lee County, Florida, Hurricane Ian, Disaster Recovery Operations, 2022 – 2023 | Ms. Stewart served as the operations manager for Lee County following the devastating impacts of Hurricane Ian. She oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on County maintained roadways. Overall, Thompson monitored the removal of more than 5.7M cubic yards of debris from the County.

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 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

Keith Forrester

Contract / Project Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Marketing and Management

EXPERIENCE

15 years

PROGRAM EXPERIENCE

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

Mr. Forrester has 15 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

PROJECT EXPERIENCE

Graves County & City of Mayfield, KY, Kentucky Tornado Recovery Operations 2021 - 2022 | Thompson provided debris removal monitoring services to Graves County, KY under the USACE and was later activated by the City of Mayfield, KY to continue disaster recovery efforts. Mr. Forrester served as Field Supervisor under the USACE and Operation Manager for the City of Mayfield. He oversaw day-to-day operations for all monitoring programs. Overall, Thompson monitored the removal of over 542, 050 cubic yards of debris following the tornados.

Grant Parish, Louisiana, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Grant Parish following Hurricane Laura. The Parish performed both hazardous tree and limb removal, right-of-way (ROW) collection programs, and Parish schools debris removal projects. Overall, more than 1.1 million cubic yards of construction, demolition, and vegetative debris have been collected from the Parish.

Volusia County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Volusia County, Florida. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Forrester served as project/operations manager for debris removal monitoring efforts on behalf of the City/Parish. He was in charge of overseeing day-to-day 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 1.9 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

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

Hurricane Deployment, Hurricane Sandy, New York, 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

Terrebonne Parish, LA, Hurricane Recovery Operations 2012

| Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011

| Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring

| The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring

| Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous tress and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

City of Beaumont, TX, Hurricane Debris Removal Monitoring

| In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris

removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Springfield, MO, Ice Storm Debris Removal Monitoring

| Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.

Raul Cardenas

Contract / Project Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Political Science
MA: Liberal Studies – Political Theory

EXPERIENCE

18 years

PROGRAM EXPERIENCE

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

Mr. Cardenas has 18 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

New Mexico Department of Transportation, New Mexico Wildfires Disaster Recovery Operation, 2022 - 2023 | New Mexico Wildfires suffered devastating impacts from a series of wildfires making their way through the State burning more than 904,422 acres of land. Mr. Cardenas served as the operations manager for NMDOT and monitored all debris removal operations. Thompson has monitored the removal of over 49,522 tons of debris from NMDOT maintained roadways.

LADOTD District 62, Georgia, Hurricane Ida Recovery Operations, 2021 – 2021 | Mr. Cardenas served as the project manager for debris removal monitoring operations on behalf of the LADOT following Hurricane Ida. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW) and hazardous tree and limb removal programs. Overall, Thompson substantiated the removal of over 2 million cubic yards of vegetative debris.

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 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

Paul Lehman

Program / Project Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

10 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | Automated Debris Management System

Mr. Lehman has 10 years of experience in debris removal operations, including experience working on behalf of the debris hauler and now managing debris monitoring operations. He has worked extensively on right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs as well as private property debris removal programs.

PROJECT EXPERIENCE

City of Orlando, Florida, Hurricane Ian Recovery Operations, 2022 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Orlando following Hurricane Ian. The City carried out debris removal programs including right-of-way collection and removal of hazardous leaners and hangers on roadways throughout the City. Overall, Thompson has substantiated over 82,079 cubic yards of debris from the City.

Jefferson Davis Parish, Louisiana, Hurricane Ida Recovery Operations, 2020 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for Jefferson Davis Parish following Hurricane Ida. The Parish carried out debris removal programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on roadways throughout the Parish. Overall, Thompson has substantiated over 216,000 cubic yards of 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. Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for all programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on DTOP maintained roadways. Thompson substantiated over 400,000 cubic yards of debris throughout three DTOP zones.

Fort Lauderdale, Hurricane Irma, 2017 | Mr. Lehman served as project / operations 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 beach.

City of Deland, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Deland 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.

Georgetown County, South Carolina, Winter Storm Pax Debris Removal Operations, 2014 | Winter Storm Pax coated an 18 county area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. Mr. Lehman served as an equipment operator for a debris removal crew addressing hazardous hanging limbs and trees.

Toms River, New Jersey, Hurricane Sandy Debris Removal Operations, 2012 | Mr. Lehman served as an equipment operator for a debris removal crew addressing hazardous hanging limbs and trees caused but the devastating impacts of Hurricane Sandy.

TRAINING & CERTIFICATIONS

– OSHA 29 CFR 1910.120 40-hour HAZWOPER Training

SECTION 2

Forms

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

- Attachment 1 – Submittal Form
- Attachment 4 – Reference Form
- Attachment 5 – Certification Debarment and Suspension Form
- Attachment 6 – Certification Drug-Free Workplace Form
- Attachment 8 – Certification Regarding Lobbying
- Attachment 9 – Byrd Anti-Lobbying Certification
- Attachment 10 – Public Entity Crimes Statement Form
- Proof of SunBiz Registration¹
- Completed W-9 Form
- Completed Addenda
- Proof of Insurance

¹ The State of Florida does not require any licensure to perform disaster debris monitoring services.

The undersigned hereby declares: Thompson Consulting Services, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **Disaster Debris Monitoring Services** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. [Click or tap here to enter text.](#)

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) *Choose an item. Choose an item* and enter OSD Certification Number *Click or tap here to enter text.* and enter effective date *Click or tap to enter a date. to date Click or tap to enter a date.*

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov](#) | Home: QE8ZDM1CLE77

10.0 LOCAL VENDOR PREFERENCE – N/A**11.0 GENERAL VENDOR INFORMATION**

Firm Name: Thompson Consulting Services, LLC

Street Address: 2601 Maitland Center Parkway

City: Maitland State and ZIP Code: FL, 32751

Mailing Address (if different): *Click or tap here to enter text*

Telephone: 407-792-0018

Purchase Order Email Address: khoyle@thompsoncs.net

Federal Identification Number / TIN: 45-2015453

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jon Hoyle*

Date: 5/8/2025

Print Name: Jon Hoyle

Title: President



Primary E-mail Address: jhoyle@thompsoncs.net

Secondary E-mail Address: info@thompsoncs.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Submit a minimum of three verifiable references for projects completed within five years similar in magnitude to the Solicitation. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST. No FDOT references.

Thompson Consulting Services, LLC

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: Desoto County, Florida

Address: 201 E Oak Street, 2nd floor

City, State, Zip code: Arcadia, FL 34266

Contact Person: Mandy Hines

Title: County Administrator

Email: m.hines@desotobocc.com

Telephone: 863 -993-4800

Project Cost: \$ 1,886,000

Contract Start and End Dates: Oct. 2022 – Feb. 2023 / Oct. 2024 – Jan. 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has served as a stand-by debris removal monitoring services provider for the County since 2019. The County activated Thompson's contract following Hurricane Milton in 2024 and Hurricane Ian in 2022. Thompson provided professional debris removal monitoring services, including recruiting and hiring local residents to perform field monitoring positions. Thompson oversaw debris removal operations, including ROW collection monitoring, hazardous and hanging limbs, trees, and stumps removal monitoring, temporary debris staging and reduction (TDSR) site monitoring, and residential debris drop-off site (RDDS) monitoring. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Monitoring & Grant Consulting Services

Agency: City of Port Orange, Florida

Address: 407 Virginia Avenue

City, State, Zip code: Port Orange, FL 32127

Contact Person: Tom DiEulio

Title: Public Works Director

Email: tdieulio@port-orange.org

Telephone: 386-506-5500

Project Cost: \$ 1,096,000

Contract Start and End Dates: 2022, 2024

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has maintained a stand-by debris removal services contract with the City of Port Orange since 2022. The City activated Thompson's contract following Hurricane Milton in 2024 and Hurricane Ian in 2022. Thompson provided professional debris removal monitoring services successfully substantiating the removal of over 483,000 cubic yards of debris. Thompson has also provided FEMA Public Assistance grant management support to the City. Please see Section 1, Vendor Profile for additional project information.

ATTACHMENT 4 – REFERENCES FORM

25-911

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: City of Tampa, Florida

Address: 4010 West Spruce Street

City, State, Zip code: Tampa, FL 33607

Contact Person: Jonathan Kane

Title: Audit & Contracts Supervisor, Solid Waste

Email: Jonathan.Kane@tampagov.net

Telephone: 813-348-6529

Project Cost: \$ 5,066,000

Contract Start and End Dates: Oct. – Nov 2024 / Oct. 2024 – Jan. 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has served as the standby debris removal monitoring contractor for the City of Tampa since 2023. In 2024 the City activated Thompson to provide debris monitoring services following Hurricanes Helene and Milton. The City Performed separate ROW debris removal monitoring programs as well as hazardous hanging limb and leaning tree removal. Additionally, Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris in approximately 120 days. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Removal Monitoring

Agency: Emanuel County, Georgia

Address: 124 North Main Street

City, State, Zip code: Swainsboro, Georgia 30401

Contact Person: L. Guy Singletary

Title: County Administrator

Email: lgsingletary@emanuelco-ga.gov

Telephone: 478-237-3881

Project Cost: \$4,000,000

Contract Start and End Dates: October 2024 – Present

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson provided debris removal monitoring services including assisting the County perform ROW debris removal, parks and schools debris removal, and hazardous trees and limb removal projects. To date, Thompson has substantiated the removal of nearly 2,650,000 cubic yards of debris and 50,000 hazardous trees and limbs. Please see Section 1, Vendor Profile for additional project information.

PROJECT NAME: Disaster Debris Removal Monitoring and FEMA PA Support

Agency: City of Daytona Beach, Florida

Address: 950 Bellevue Avenue

City, State, Zip code: Daytona Beach, Florida 32115

Contact Person: David Waller

Title: Deputy Public Works Director

Email: wallerdavid@codb.us

ATTACHMENT 4 – REFERENCES FORM

25-911

Telephone: 386-671-8681

Project Cost: \$ 1,400,000

Contract Start and End Dates: 2016, 2017, 2022, 2024

SCOPE of Project (list tasks, outlines or descriptions of items): Thompson has been activated by the City of Daytona Beach to provide debris removal monitoring and FEMA Public Assistance support following Hurricane Matthew in 2016, Hurricane Irma in 2017, Hurricane Ian in 2022 and Hurricane Milton in 2024. Overall, Thompson has substantiated reimbursement for over 984,000 cubic yards of debris and assisted the City in the identification of eligible projects, provided FEMA policy guidance and support the preparation of FEMA Project Worksheets. Please see Section 1, Vendor Profile for additional project information.

ATTACHMENT 5 – CERTIFICATION DEBARMENT & SUSPENSION
DISASTER DEBRIS MONITORING SERVICES

25-911

CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

- a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), 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 vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 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 County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: *Thompson Consulting Services, LLC*

ADDRESS: 2601 Maitland Center Parkway

CITY: Maitland

STATE & Zip Code: Florida 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: 

Printed Name: Jon Hoyle

Title: President

Date: 5/8/2025

CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR SHALL:

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

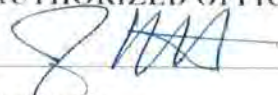
COMPANY NAME: *Thompson Consulting Services, LLC*

ADDRESS: 2601 Maitland Center Parkway

CITY: Maitland

STATE & Zip Code: Florida 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: 

Printed Name: Jon Hoyle

Title: President

Date: 5/8/2025

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:

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.

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 below 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.

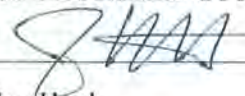
COMPANY NAME: *Thompson Consulting Services, LLC*

ADDRESS: 2601 Maitland Center Parkway

CITY: Maitland

STATE & Zip Code: Florida 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: 

Printed Name: Jon Hoyle

Title: President

Date: 5/8/2025

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies to the best of one's 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.

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.

Please check the appropriate box:

☒ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 8 day of May, 2021 2025

By: Jon Hoyle
(Type or Print Name)

President
(Title of Executing Official)


(Signature of Executing Official)

Thompson Consulting Services, LLC
(Name of Organization/Applicant)

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

1. This sworn statement is submitted to Lake County, Florida
(print name of public entity)

By Jon Hoyle, President
(print individual's name and title)

for Thompson Consulting Services, LLC
(print name of entity submitting sworn statement)

whose business address is 2601 Maitland Center Parkway, Maitland, FL 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2015453

(if the entity has not FEIN, include the Social Security Number of the individual signing this
sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Signed and Delivered on the day of May 8, 2025.

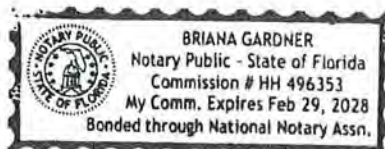
BY: [Signature]
Signature of Affiant

Jon Hoyle
Printed Name

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 8 day of May, 2025, by
Jon Hoyle, who is ☒ personally known to me or ☐ has produced
identification (type): _____.

(SEAL)



[Signature]
(Notary Signature)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

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Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Mailing Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Registered Agent Name & Address

VCORP SERVICES, LLC
1200 S PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 01/20/2022

Authorized Person(s) Detail

Name & Address

Title Manager

COUNSELL, NATHANIEL
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

HOYLE, JON
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

MANNING, MICHAEL
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BROWN, CHAD
2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

Annual Reports

Report Year	Filed Date
2022	03/04/2022
2023	04/19/2023
2024	05/01/2024

Document Images

05/01/2024 -- ANNUAL REPORT	View image in PDF format
04/19/2023 -- ANNUAL REPORT	View image in PDF format
03/04/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format

04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

TennIA Department of State, Division of Corporations



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: DISASTER DEBRIS MONITORING SERVICES

05/12/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO
MAY 22, 2025 @ 3:00 PM (EST)

ACKNOWLEDGEMENT

Firm Name: Thompson Consulting Services, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 5/16/2025

Print Name: Jon Hoyle

Title: President

Primary E-mail Address: jhoyle@thompsoncs.net

Secondary E-mail Address: info@thompsoncs.net



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Disaster Debris Monitoring Services

05/14/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

1. Has the current contract gone full term? Have all options to extend the current contract been exercised?

Response: Yes.

2. Who is the incumbent, and how long has the incumbent been providing the requested services?

Response: Goodwyn Mills Cawood, LLC

3. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

Response: It will have no bearing on the award

4. How are fees currently being billed by any incumbent(s), by category, and at what rates?

Response: The current contract can be found via this link: [21-0903.pdf](#)

5. What estimated or actual dollars were paid last year the incumbent?

Response: \$1,802,626.79

6. What is the total size or geographic scope of the service area?

Response: The County area is 1,157 sq miles

7. What is the total mileage of roads within the scope of the service area?

Response: Estimated 1,493 miles of roads are maintained by the County. In certain circumstances, private roads/communities may apply.

8. Are any specific professional credentials required to qualify for the contract?

Response: Vendors shall possess the professional credentials required by the federal government and the state of Florida to provide disaster debris monitoring services.

9. Will the resulting contract include a guaranteed minimum payment to the vendor?

Response: No.

10. Are there any superseding prior agreements that may impact this contract?

Response: No

11. When/what was the most recent event that precipitated the activation of the existing or previous contract?

Response: Hurricane Milton, October 2024

12. Approximately how many cubic yards of debris were collected from the most recent event?

Response: 397,000 Cubic Yards of material from Hurricane Milton

13. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

Response: \$1,802,626.79

14. How many times have the incumbent services been utilized in the previous five years?

Response: Two (2) times

15. What estimated dollars were paid to the incumbent(s) in the previous five years?

Response: Estimated \$2.4 million

16. When is the anticipated award date?

Response: Estimated award date is July 8, 2025

17. When is the anticipated start date of the contract?

Response: August 1, 2025

18. Can the County please provide greater details regarding the bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply with during the term of the contract?

Response: There is no bid bond required. A performance bond will be required at the start of each activation of services.

19. Are bidders permitted to deviate in any way from any manner of quoting fees the County may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure?

Response: Vendors must use the Attachment 2 – Pricing Sheet. Any additional pricing that the vendor wants to include may be added to or sent with the document.

ACKNOWLEDGEMENT

Firm Name: Thompson Consulting Services, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 5/16/2025

Print Name: Jon Hoyle

Title: President

Primary E-mail Address: jhoyle@thompsoncs.net

Secondary E-mail Address: info@thompsoncs.net

Thompson Consulting Services, LLC			
Thompson Consulting Services, LLC			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	UNIT OF MEASUREMENT	RATE
1	Project Manager	Hour	\$ 65.00
2	Operations Manager	Hour	\$ -
3	GIS Analyst	Hour	\$ 49.00
4	Field Supervisor	Hour	\$ 45.00
5	Debris Site/Tower Monitor	Hour	\$ 32.00
6	Data Entry Clerk (Load Ticket)	Hour	\$ -
7	Billing/Invoice Analysis	Hour	\$ 45.00
8	Administrative Assistant	Hour	\$ -
9	Field Coordinator	Hour	\$ 34.00

[1]

[2]

[2]

ITEM #	OTHER WORK CLASSIFICATION (SPECIFY)	UNIT OF MEASUREMENT	RATE
10	Data Manager	Hour	\$55.00
11			
12			
13			
14			
15			
16			

ITEM #	OTHER EXPENSES (SPECIFY)	UNIT OF MEASUREMENT	TOTAL COST
17	Automated Debris Management System (HHU/Hour)	Hour	\$5.50
18			
19			

20			
21			
22			
23			
24			
25			
26			

[1] FEMA scrutinizes multiple layers of management during reimbursement review and consideration. The Operations Manager position is a duplicate management position within the provided rate schedule therefore, tasks associated with the Operations Manager will be performed by the Project Manager.

[2] Position not required due to the efficiencies of an Automated Debris Management System and therefore position will not be charged to the County.

SECTION 3

Completed Pricing Sheet, Supporting Documentation & Subcontractor Participation

Supporting Documentation

Thompson has invested considerable resources in order to improve the efficiency of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Pricing Notes

The following notes provide details and clarification to some of the positions / hourly rates submitted on Attachment 2 – Pricing Sheet.

** FEMA scrutinizes multiple layers of management during reimbursement review and consideration. The Operations Manager position is a duplicate management position within the provided rate schedule therefore, tasks associated with the Operations Manager will be performed by the Project Manager.*

*** Position is not required due to the efficiency of an Automated Debris Management System and therefore position will not be charged to the County.*

Thompson has completed and uploaded Attachment 2 – Pricing Sheet and Attachment 3 – Team Composition Form as separate Excel files to the County's bid system.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor.

Although Thompson maintains the resources and experience necessary to fulfill the majority of services requested by our clients, we actively seek opportunities to connect with additional partners that best serve our clients. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 25 pre-position agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting.

25+
nationwide
S/M/WBE
partnerships

COMPLETED PRICING SHEET, SUPPORTING DOCUMENTATION & SUBCONTRACTOR
PARTICIPATION

Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

25-911

ROLE	Name	HOURLY RATE	Florida Active License Number
Principal in Charge	Jon Hoyle	No charge	Not applicable
Project Manager	Paul Lehman	\$65.00	Not applicable
GIS Analyst	Patrick Gardner	\$49.00	Not applicable
Field Supervisor	Thomas Ortiz	\$45.00	Not applicable
Debris Site/Tower Monitor	Locally hired in Lake County	\$32.00	Not applicable
Billing / Invoice Analysis	Avery Ellis	\$45.00	Not applicable
Field Coordinator	Locally hired in Lake County	\$34.00	Not applicable
Data Manager	Brent Sherman	\$55.00	Not applicable

[illegible]

SECTION 4

Proposed Solution

Our Understanding

Lake County (County) is comprised of 1,157 square miles in the central portion of the State of Florida. The County is highly vulnerable to the debris generating impacts of hurricanes, tropical storms, flooding, and tornadoes. As such, the County maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the County in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson will use what we have learned from previous disaster recovery projects in Florida and throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the County's recovery following a future disaster. We are familiar with the challenges that make debris removal and disaster recovery unique in the County and stand prepared to assist the County with implementing a recovery program that mitigates and addresses future recovery challenges.

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:

13+
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 will be the County's secure and single sign-on resource to access all project data and documentation.* 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
- Right-of-Way (ROW) Collection
- Private Property Debris Removal (PPDR)
- Project and Data Administration
- Hazardous Tree Work (L/H/S)
- Demolitions
- Haul out/Disposal
- 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 4-1: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2024 Hurricane Milton	1,040	2019 Hurricane Dorian	91
2024 Hurricane Helene	1,729	2018 Hurricane Michael	1,300
2024 Hurricane Debby	103	2018 Hurricane Florence	235
2024 Hurricane Beryl	963	2017 Hurricane Maria	375
2024 TX Severe Storms	362	2017 Hurricane Irma	1,200
2023 Hurricane Idalia	83	2017 Hurricane Harvey	400
2022 Hurricane Ian	2,015	2016 Hurricane Matthew	876
2021 KY Sever Winter Storm	689	2016 Louisiana Flooding	330
2020 Hurricane Delta	61	2015 South Carolina Flooding	180

Disaster	Units Deployed	Disaster	Units Deployed
2020 Hurricane Zeta	343	2014 Winter Storm Pax	475
2020 Hurricane Sally	1,619	2012 Hurricane Sandy	100
2020 Hurricane Laura	438	2012 Hurricane Isaac	12

Thompson maintains over **3,500** TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. In addition, TDMS*mobile* can operate on both Android and Apple devices further strengthening our ability to access additional units even during disaster conditions or global supply chain issues. Thompson's TDMS*mobile* devices have been deployed successfully over the last **13** years, and from day one of debris removal operations Thompson will be able to provide the County 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 4-1: Road Ownership 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 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 County.

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.

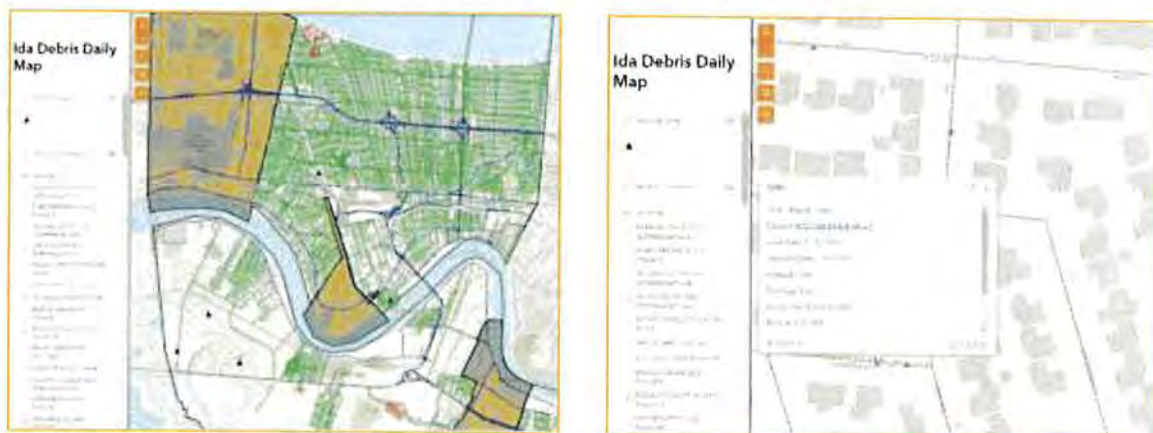
Figure 4-2: Road Clearance Pass Maps



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 4-3: Daily Debris Monitor Activity Maps



Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure 4-4: Punch List and Pass Map Dashboard



Approach to Debris Removal Monitoring

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 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.

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 4-5: 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 County leadership and staff. Following contract award, Thompson will coordinate training schedules with the County to provide departments and key staff members training which will address prioritized topics, as requested by the County.

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

Table 4-2: Mobilization Timeline

Task	Mobilization Time
Mobilization	
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
Debris Program Implementation	
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 FDEM and FEMA
Data Management	
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

Mobilization

Mobilization | Program Management

Thompson will assist the County 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 County 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
- Loading Site Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt of a Notice-to-Proceed so that we can be responsive to the County'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 County.

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 County, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Assurance 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 County to support and monitor the on-boarding process, including:

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

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

- Points of Contact
- Copy of contract between County 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 County 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 County staff on each issue. *The Thompson team member will be available in person, by phone, or email to communicate with the County 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 County and their debris removal contractors. Immediately following a Notice-to-Proceed, Thompson will begin coordinating with the County and County Contractor(s) 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

Resource and Budget Estimates: Thompson provides a dedicated project team to ensure that each debris removal program is managed and documented properly to maximize available federal reimbursement. Additionally, the use of an Automated Debris Management System (ADMS) significantly reduces the quantity of hours and positions required to deliver FEMA compliant monitoring services including post-event activities such as assembling, documenting, and submitting supporting reimbursement documentation for FEMA claims and other grant-funding sources. The savings recognized are through the reduction of the number of staff required for supervisor and assistant (administrative and financial) positions.

A key differentiator of Thompson is our best management practices coupled with our ADMS technology which allow us to provide industry leading field monitoring and documentation with minimal administrative costs passed on to the client.

The total amount of debris generated by any disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Following a disaster event that impacts the County, Thompson will work with the County and the County's debris removal contractor to develop a debris estimate based on the event, scope of work necessary to clean-up the debris, and budget to monitor the actual quantity of equipment that the contractor has pledged to execute the scope of work. Thompson's Automated Debris Management System (ADMS), the Thompson Data Management Suite (TDMS), will allow the County access to near real time financial encumbrances and project progress that can be tracked via the internet. *To date, we have observed cost savings for our clients ranging from 20-30 percent with the use of our ADMS solution.*

FEMA and State Agency Coordination: To the extent that it is required by the County, Thompson will serve as a liaison between the FEMA, FDEM, 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 County, FDEM, FEMA Region 4, 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 County'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 County's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate County staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bringing 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 County can share with the public.

As part of Hurricane Ian recovery efforts, Lee County, Florida, wanted to provide a public facing website to update residents on recovery progress. Working closely with the County, Thompson provided data and mapping information that was displayed through a public dashboard hosted by the County and available to citizens online and through mobile devices.

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 County Project Manager on a weekly basis.



Mobilization | Damage Assessment

At the direction of the County, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the County and County Contractor(s) 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 County 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 Unmanned aerial systems 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. Unmanned aerial systems 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.

Mobilization | 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 County'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 loading site and tower/site monitors. Thompson will contact these candidates immediately following the issuance of a Notice-to-Proceed and simultaneously begin recruiting efforts for the County.

100+

monitors
onboarded daily

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the County within 24 hours of receiving a Notice-to-Proceed and will make every effort to hire residents from impacted communities within the County to serve as debris monitors. In accordance with FEMA PAPP, Thompson will train debris monitors, County employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris 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 site (DMS), and final disposal locations
- The ability to differentiate between debris types
- Ability to operate ADMS device and issue load tickets properly

- Understanding of collection site and DMS safety procedures
- Understanding of the Thompson Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by FDEM, FDEP, and FEMA
- Ability to communicate effectively and efficiently

Debris Program Implementation

Debris Program Implementation | 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 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 Florida, 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 loading site and tower/site monitors, and field supervisors.

In addition, Thompson will ensure that all loading site and tower/site 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.

Debris Program Implementation | 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 the County'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.

Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that loading monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by loading monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

10:1

monitor to
supervisor ratio

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.

Debris Program Implementation | Deploy Debris Loading Site Monitors

Thompson will deploy a loading site monitor for each piece of loading equipment deployed by the Contractor. The loading site monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from County property and other collection zones identified and approved by the County. The loading site monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Utilizing maps developed by the County and debris removal contractor that designate work zones
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e., hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using TDMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problems (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues to the Field Supervisor

eligibility:

- eliminates threat to public health and safety
- result of the disaster
- located within assigned collection zone and on the right-of-way

- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes, and other public property because of debris removal operations including photos, owner information, and circumstances of the damage within 24 hours of incident
- Ensuring all white goods and freon containing appliances are sorted and ready for freon removal on site or separate transport for freon removal before final disposal
- Certifying household hazardous wastes (HHW) are segregated, handled, loaded, and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with their Field Supervisor
- Other duties as directed by the debris management project manager or designated County personnel

Debris Program Implementation | Deploy Hazardous Leaning Tree, Hanging Limb, and Stump Removal Monitors

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed, as defined by FEMA PAPPG, from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the County's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Debris Program Implementation | Deploy Debris Management Tower/Site Monitors

Thompson will work with the County and their contractor(s) to establish the appropriate number of debris management site (DMS) required and staff each site with trained DMS Tower/Site Monitors. Tower/Site 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. Tower/Site Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Ensure that trucks are completely unloaded at the DMS
- Identifying hand-loaded trucks and trailers to grade in accordance with low load compaction

- Use badge credentials to electronically sign each ticket
- Record load information from other agencies/entities that utilize County debris management sites
- Ensure white goods and freon containing appliances are sorted and ready for freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed
- Verify and document that DMS has ample space to process collected white goods
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Observe site safety and security and report any concerns or issues

Debris Disposal Diversion: Thompson will work with the County and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately in accordance with FEMA policy.

Debris Program Implementation | Damage Complaint Tracking

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

Documenting Damages: Loading Site and Tower/Site 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 | • Description of actions by responsible party |
| • Responsible contractor/sub-contractor | • Photographs/other evidence of repair |
| • Photographs of damage | • Cost summary, if available |

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but limited to:

- Private property debris removal (PPDR)

- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the County's Contractor(s), FDEM, FDEP, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the County's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the County with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the County, FDEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

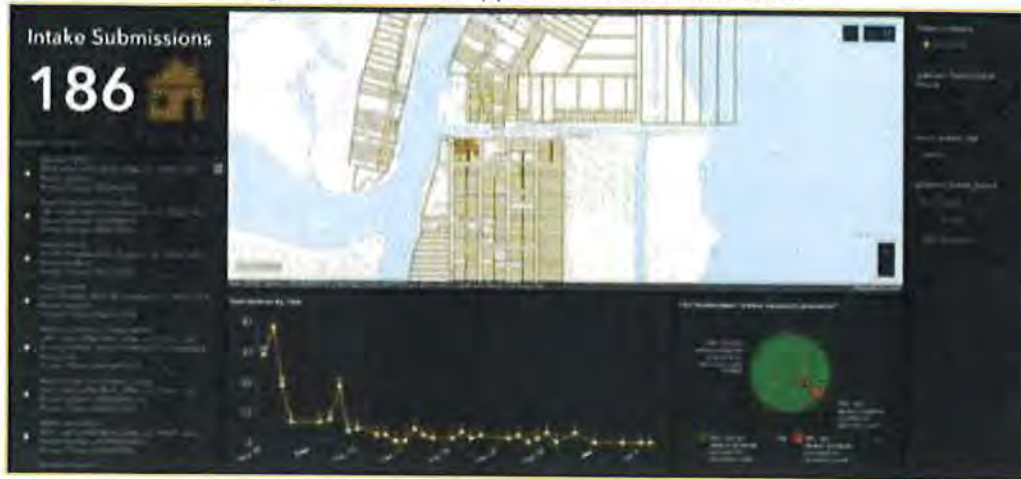
- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation review / approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure 4-6: TDMSweb Management and Administration of PPDR Documents



Figure 4-7: PPDR Applicant Intake Dashboard



Data Management

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

Data Management | 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 for 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 tower/site monitor
- Count of loads by collection location

Figure 4-8: Ticket Data Presented in TDMSweb



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

Figure 4-9: Ticket Location and Boundary Mapping



Data Management | 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 not 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.

Figure 4-10: Project Operations Dashboard



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

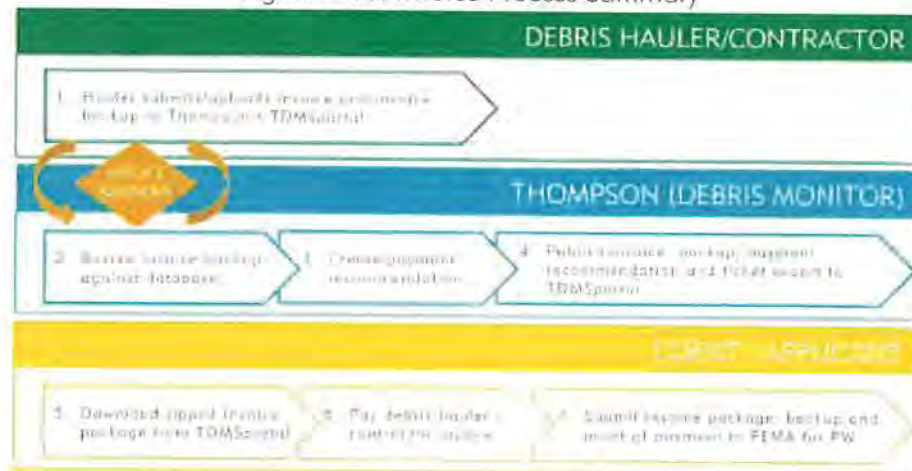
Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the County. 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 County. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the County. 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
- A cover letter summarizing the reconciliation findings and payment recommendation

Figure 4-11: Invoice Process Summary



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 County 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 FDEM officials and prepare small and large project PWs to capture eligible costs incurred by the County. 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 County 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 County 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 County, FDEM, and FEMA, Thompson will seek to expedite County’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 County will be provided with access to *TDMSportal*, 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 County 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 County 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 County with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the County 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.

SECTION 5

Financial Stability

Financial Standing

Thompson has been in business for over **72** years. We are financially stable and have the necessary personnel, equipment, and financial resources to meet contractual obligations and can provide services at the level required.

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and/or state funds are approved. Through project initiation and implementation Thompson has demonstrated our capacity to perform monitoring programs prior to the obligation of grant funds.

In addition, Thompson's financial condition and credit rating is "Excellent" through our banking institution, and we consistently maintain a bonding capacity of over \$25 million. Thompson maintains the ability to meet the bonding requirements as set forth in the Request for Proposal.

Our goal is to provide the highest level of consulting services to our customers in a cost-effective manner. Through the attainment of this goal, we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the years.

Thompson Holdings Revenue

2019 – 2023

2023	- \$ 118,889,000
2022	- \$ 95,700,000
2021	- \$ 97,600,000
2020	- \$ 73,900,000
2019	- \$ 70,000,000

SECTION 6

Litigation

Litigation History

Thompson Consulting Services, LLC, does not currently have and has not had in the previous three (3) years any settled or pending litigation or claims; nor has Thompson Consulting Services, LLC been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications.

Furthermore, Thompson Consulting Services has never failed to respond to a project or provide the goods for which it has been contracted.

SECTION 7

Other Information

Innovative Techniques

Thompson has developed innovative techniques to increase project efficiency and reduce program costs. The following case studies highlight some of the programs that Thompson has developed and applied innovative techniques and technology. Many of these service techniques could be instrumental in the City's recovery.

Lee County, Florida | Project Transparency & Public Communication

As part of Hurricane Ian recovery efforts, Lee County wanted to provide a public facing website to update residents on recovery progress. Working closely with the County, Thompson provided data and mapping information that was displayed through a public dashboard hosted by the County and available to citizens online and through mobile devices.

- Thompson Leveraged ESRI's suite of products to develop a Hub Site that consolidated web resources to support public outreach and communications.
- Data connections can be made from both within and outside the ESRI suite of data collection tools. Other organizations' data can also be added to this one site.



City of Fort Lauderdale, Florida | FEMA Substantial Damage Assessments

Thompson assisted the City with their recent National Flood Insurance Program (NFIP) substantial damage estimates of structures within FEMA Special Flood Hazard Areas (SFHA).

Thompson was able to utilize a variety of data sources to reduce the required assessments from 89,073 structures within FEMA SFHA to 4,700 structures. Additionally, Thompson created a FEMA SDE compliant custom assessment tool that can work offline and is interoperable on Android and Apple devices which allowed project stakeholders to understand progress by providing the ability to zoom in on property-level detail, adjust interactive filters, and determine completion in clear roll-up counts.



Mitigating Operational Risks

Thompson has drawn on years of experience performing disaster debris removal monitoring services and has incorporated best-practices in mitigating a variety of risks associated with these services.

Thompson invests considerable resources in technologies to support efficient debris removal monitoring including the Thompson Data Management Suite (TDMS), a critical component to ensuring quality data captured for reimbursement by FEMA.

Data Redundancy, Security and Accessibility

Redundancy

Thompson utilizes the latest technologies and scalable enterprise relational database management systems (RDMS) for data management. All production databases reside on Thompson owned, dedicated, and collocated servers in a Tier 3 data center that provides redundant power, space and internet connectivity.

Field level data collection with TDMS units are stored with Extensible Markup Language (XML) and stored in multiple locations on the localized device, middle tier servers, web servers and database servers. Middle tier processes control the batch level processing of the XML transactions with full rollback capabilities. The relational databases contain Globally Unique Identifiers (GUID) for all database table primary keys and foreign keys in a normalization concept of fourth normal form (4NF), adhering to the highest professional data standards.

Security

Thompson takes a proactive approach to ADMS management by utilizing real time analytics in the field. Software is utilized on tablets that manage staff, truck and disposal site locations while analyzing real time trip times, departures, and productivity. Operational analytic reports are used throughout daily operations to identify possible outliers for investigation.

In the event an ADMS unit is compromised, all load tickets for that day are immediately marked as ineligible and transferred to an investigation queue for review. Investigations typically will span 7 – 14 days of tickets in search of anomalies or fraud by desktop audit and then progressing to a field audit, depending upon findings. All findings are presented to the Contractor and Client for review and can be disputed and re-evaluated by either party.

Accessibility

Thompson provides access to *TDMSportal* which houses all information related to a project in a user-friendly web interface (not just an FTP file share type site). *TDMSportal* contains real time access to all field data as well as project maps, reports, invoices, and other administrative functions. All data can be downloaded in excel or as a zipped package (include excel exports, ticket image PDFs, photographs, etc.). *TDMSportal* has been developed specifically with the end goal of easily exporting all FEMA Project Worksheet related documents from a single source following the completion of the removal operations.

Thompson Consulting Services, LLC			
Thompson Consulting Services, LLC			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	UNIT OF MEASUREMENT	RATE
1	Project Manager	Hour	\$ 65.00
2	Operations Manager	Hour	\$ -
3	GIS Analyst	Hour	\$ 49.00
4	Field Supervisor	Hour	\$ 45.00
5	Debris Site/Tower Monitor	Hour	\$ 32.00
6	Data Entry Clerk (Load Ticket)	Hour	\$ -
7	Billing/Invoice Analysis	Hour	\$ 45.00
8	Administrative Assistant	Hour	\$ -
9	Field Coordinator	Hour	\$ 34.00

[1]

[2]

[2]

ITEM #	OTHER WORK CLASSIFICATION (SPECIFY)	UNIT OF MEASUREMENT	RATE
10	Data Manager	Hour	\$55.00
11			
12			
13			
14			
15			
16			

ITEM #	OTHER EXPENSES (SPECIFY)	UNIT OF MEASUREMENT	TOTAL COST
17	Automated Debris Management System (HHU/Hour)	Hour	\$5.50
18			
19			

20			
21			
22			
23			
24			
25			
26			

[1] FEMA scrutinizes multiple layers of management during reimbursement review and consideration. The Operations Manager position is a duplicate management position within the provided rate schedule therefore, tasks associated with the Operations Manager will be performed by the Project Manager.

[2] Position not required due to the efficiencies of an Automated Debris Management System and therefore position will not be charged to the County.

SECTION 3

Completed Pricing Sheet, Supporting Documentation & Subcontractor Participation

Supporting Documentation

Thompson has invested considerable resources in order to improve the efficiency of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Pricing Notes

The following notes provide details and clarification to some of the positions / hourly rates submitted on Attachment 2 – Pricing Sheet.

** FEMA scrutinizes multiple layers of management during reimbursement review and consideration. The Operations Manager position is a duplicate management position within the provided rate schedule therefore, tasks associated with the Operations Manager will be performed by the Project Manager.*

*** Position is not required due to the efficiency of an Automated Debris Management System and therefore position will not be charged to the County.*

Thompson has completed and uploaded Attachment 2 – Pricing Sheet and Attachment 3 – Team Composition Form as separate Excel files to the County's bid system.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor.

Although Thompson maintains the resources and experience necessary to fulfill the majority of services requested by our clients, we actively seek opportunities to connect with additional partners that best serve our clients. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 25 pre-position agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting.

25+
nationwide
S/M/WBE
partnerships

COMPLETED PRICING SHEET, SUPPORTING DOCUMENTATION & SUBCONTRACTOR PARTICIPATION

Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

25-911

ROLE	Name	HOURLY RATE	Florida Active License Number
Principal in Charge	Jon Hoyle	No charge	Not applicable
Project Manager	Paul Lehman	\$65.00	Not applicable
GIS Analyst	Patrick Gardner	\$49.00	Not applicable
Field Supervisor	Thomas Ortiz	\$45.00	Not applicable
Debris Site/Tower Monitor	Locally hired in Lake County	\$32.00	Not applicable
Billing / Invoice Analysis	Avery Ellis	\$45.00	Not applicable
Field Coordinator	Locally hired in Lake County	\$34.00	Not applicable
Data Manager	Brent Sherman	\$55.00	Not applicable

[illegible]

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

- A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. Contracts under \$500,000, bond provisions of Section 287.0935, Florida Statutes apply.
- C. Contracts over \$500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current [Surety Bonds - List of Certified Companies \(treasury.gov\)](#) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.
- E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.
- F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

- A. Surety is licensed to do business in the State of Florida;
- B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- D. Surety is otherwise in compliance with the Florida Insurance Code;
- E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars (\$10.00) for first page and eight dollars and fifty cents (\$8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ (\$ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety

#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)

#1 Witness as Attorney In Fact

#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____

Contractor Address _____

Contractor Address 2 _____

Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____

Surety Address _____

Surety Address 2 _____

Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ (\$ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the “Contract”) which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys’ fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Oblige of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Oblige or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____

(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification

Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety_____
#2 Witness as to Surety**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**_____
#1 Witness as Attorney In Fact_____
#1 Witness as Attorney In FactBy: _____
(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

FEMA RELATED CONTRACT CLAUSES

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FEMA RELATED CONTRACT CLAUSES

The work under this Agreement may be funded in whole or in part by funds provided by a federal grant, including funding from Federal Emergency Management Agency (FEMA). Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency, such as FEMA, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance"). During the performance of this contract, the Contractor agrees to comply to the terms below, as may be updated from time to time by the Federal Awarding Agency.

A. FEDERAL PARTICIPATION

The Federal Government is not a party to this Agreement 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 this Agreement.

B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE

(FEMA Funded contracts and subcontracts for construction work over \$2,000.00 for construction funded under FEMA's Emergency Management Performance Grant (EMPG), Homeland Security Grant Program (HSGP), Non-Profit Security Grant Program (NSGP), Tribal Homeland Security Grant Program (THSGP), Port Security Grant Program (PSGP), Transit Security Grant Program (TSGP), Intercity Passenger Rail – Amtrack Program (IPR), and Rehabilitation of High Hazard Potential Dam (HHPD) programs).

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, "**Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction**"). If applicable, contractors are 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. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for 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.

In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)-(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)-(11) in full into any subcontracts entered for the furtherance of the work.

(2) **Copeland "Anti-Kickback" Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Federally funded contracts and subcontracts over \$100,000 utilizing mechanics or laborers; the terms "laborers and mechanics includes watchpersons and guards.")

FEMA RELATED CONTRACT CLAUSES

(1) **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 (40) 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.

(2) **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 \$33.00 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.

(3) **Withholding for unpaid wages and liquidated damages.**

a. **Withholding Process.** The County may, upon its own action, or must, 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 prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) 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 (5) of this section. In the event of any violations of these clauses, the prime contractor 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.

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(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:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. 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 CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) 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 actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Contractor meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

E. CLEAN AIR ACT

(1) 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.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

FEMA RELATED CONTRACT CLAUSES

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

G. SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than \$25,000.

(1) 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the County. 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 the State of Florida and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4) 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.

H. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more, including subcontracts entered into for \$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.

FEMA RELATED CONTRACT CLAUSES

I. 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 their knowledge, 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.

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, _____, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEMA RELATED CONTRACT CLAUSES

J. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor 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.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(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 (Interim), as used in this clause.

(2) Prohibitions.

- a. 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 August 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.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. 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;
 - ii. Enter into, 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;
 - iii. Enter into, 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

FEMA RELATED CONTRACT CLAUSES

- iv. 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.

(3) Exceptions.

- a. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. 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.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

- a. In the event the contractor 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 the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
 - i. 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.
 - ii. Within ten (10) business days of submitting the information in paragraph 4.b.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

FEMA RELATED CONTRACT CLAUSES

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

(2) For the purposes of this section: “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. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject) (<https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject>).

(1) **Architectural and/or Engineering Contracts.** Design professionals 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.

(2) Contractors 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 County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors 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. Contractors 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.

(3) For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor;

FEMA RELATED CONTRACT CLAUSES

contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Contractor] certifies, to the best of their knowledge, 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 _____ (project name) 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEMA RELATED CONTRACT CLAUSES

N. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency 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.
- (2) 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.
- (3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor 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.

O. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

Q. 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.

R. 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.

S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The following provision applies for contracts where contractor or subcontractor produces copyrightable subject matter for the County under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes 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.

FEMA RELATED CONTRACT CLAUSES

The Contractor grants to the County, 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, the Contractor will identify such data and grant to the County 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, the Contractor will deliver to the County 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 County.

EXHIBIT F

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, 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 prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor 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 may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. 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:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. 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 the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. 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. 29 CFR 5.5.

2. 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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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,

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, 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 prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor 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.

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:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. 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 CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 any Federal 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.