

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND  
CONSULTANT**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission (“VCTC”) and Thompson Consulting Services, LLC (“Consultant”) (together sometimes referred to as the “Parties”) as of December 6, 2024 (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement, Exhibit A, and Exhibit B, Consultant Proposal, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2026 unless extended in writing.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to exceed \$192,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. Consultant shall provide VCTC with monthly hours reports which include the name and title of personnel who performed work pursuant to this Agreement during a given month, as well as the hourly rate and number of hours performed by that personnel. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not count hours for duplicate services performed by more than one person. Reimbursable expenses (excluding travel) shall require pre-approval by VCTC before being incurred by the Consultant and shall be reimbursed at the Consultant's cost with no mark-up. All travel reimbursements shall follow the applicable U.S. General Services Administration (GSA) maximum per diem rates ([www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)) and IRS mileage reimbursement rates.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the amount for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:
- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
  - The beginning and ending dates of the billing period;
  - A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the person's title and hourly rate, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total cumulative expenditures since the start of this Agreement, and the remaining unexpended balance based on the maximum compensation allowed hereunder.
  - The Consultant's signature.
- 2.2 Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsibility for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.

- 2.4 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for any amount and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.5 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.6 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

**Section 3. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 3.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- 3.2 Commercial General, Automobile, and Professional Liability Insurance.**
- 3.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement for risks associated with the work contemplated by this Agreement. No endorsement shall be attached limiting the coverage.

### **3.2.2 Minimum scope of coverage.**

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **3.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a copies of endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

## **3.3 All Policies Requirements.**

**3.3.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**3.3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant’s obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

**3.3.3 Notice of Reduction in or Cancellation of Coverage.** A copy of endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to VCTC. In the event that any coverage required by this section is reduced, limited, canceled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity



and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

- 3.3.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A copy of endorsement must be attached to the commercial liability policy stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- 3.3.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 3.3.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 3.3.7 Wasting Policy.** No insurance policy required by Section 3 shall include a "wasting" policy limit.

**3.3.8 Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

**3.4 Remedies.** In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

**Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

**4.1 Insurance Not in Place of Indemnity.** Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**4.2 PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

- 4.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

## **Section 5. STATUS OF CONSULTANT.**

- 5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 5.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

## **Section 6. LEGAL REQUIREMENTS.**

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program. Pursuant to this obligation, Consultant shall comply with all applicable federal provisions included in Exhibit C, attached hereto and incorporated herein.
- 6.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses,

permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.

- 6.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 7. TERMINATION AND MODIFICATION.**

- 7.1 Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 8.1.

- 7.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 7.3 Amendments.** The Parties may amend this Agreement only in writing signed by all the Parties.

- 7.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this

Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 7.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.
- 7.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 7.6.1 Immediately terminate the Agreement;
  - 7.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 7.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 7.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 8. KEEPING AND STATUS OF RECORDS.**

- 8.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 8.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.

**8.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

## **Section 9 MISCELLANEOUS PROVISIONS.**

**9.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**9.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.

- 9.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 9.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 9.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 9.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 9.9 **Contract Administration.** This Agreement shall be administered by Martin R. Erickson, Executive Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**9.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

Jon Hoyle  
President  
Thompson Consulting Services, LLC  
2601 Maitland Center Parkway  
Maitland, FL 32751

VCTC

Martin Erickson  
Executive Director  
Ventura County Transportation Commission  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010

**9.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B and C represent the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Consultant Proposal
<u>Exhibit C</u>	Federal Provisions
<u>Exhibit D</u>	Rate Schedule

**9.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**9.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

**9.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.



The Parties have executed this Agreement as of the Effective Date.

VCTC

THOMPSON CONSULTING SERVICES, LLC

\_\_\_\_\_  
Martin Erickson, Executive Director

\_\_\_\_\_  
Jon Hoyle, President

Approved as to Form:

\_\_\_\_\_  
Steven T. Mattas, General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

#### A. WORK PRODUCTS/ CONTRACTOR RESPONSIBILITIES

CONSULTANT shall assist VCTC in post-disaster FEMA Public Assistance cost-recovery management services for past, current, and future emergency declarations. This includes assisting VCTC recovery efforts under state and federal aid programs (FEMA and Cal OES specifically).

Provide technical assistance with state and federal recovery polices and grant programs, including but not limited to:

- Technical advisory services related to debris removal, permanent repairs, and recovery from disasters (i.e. DR-4683 and DR-4769).
- Develop and implement strategies and technical advice to secure funding and claiming opportunities through insurance, federal and state programs, and special legislation to continue government services during the recovery process.
- Provide QA/QC support and general eligibility guidance for all state and federal grant programs.
- Provide assistance and oversight to VCTC with claims or claiming process.
- Provide technical expertise and knowledge related to the Stafford Act and California Disaster Assistance Act.
- Provide support for strategic planning and coordination of all recovery efforts.
- Develop and implement strategies designated to maximize federal and State assistance. Provide expert programmatic and policy advice on State and federal disaster relief programs.
- Assist with documentation for state and federal grant programs to ensure maximum cost recovery, including but not limited to:
  - Develop and submit federal grant applications (Public Assistance, Hazard Mitigation and/or Community Development Block Grant Disaster Recovery, Emergency Watershed Protection Program), assist in identifying and capturing eligible costs, reconcile invoices.
  - Create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.
- Assist with the management of FEMA and/or other federal grants and CalOES coordination along with VCTC, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
- Represent VCTC and attend meetings with FEMA, Cal OES or other agencies as may be necessary on behalf of VCTC.
- Continued interaction and communication with VCTC (staff and contractors), State and federal damage assessment teams. Work with VCTC to resolve disputes with FEMA, Cal OES, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- May assist VCTC during Applicant's Briefings with FEMA and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist VCTC during the grant process.
- Manage deliverables for FEMA, and CAL OES and work with VCTC staff to develop a VCTC Grant Management System that efficiently and effectively monitors and tracks the progress of each grant and the progress VCTC Partners to ensure efficient cost recovery.

This task may include:

- Generate time extension requests to FEMA and/or other federal grants and CAL OES when necessary.
- Develop improved and/or alternate project requests for CAL OES and FEMA and/or other federal grants.
- Provide post-award grant administration to include intake of required property specific information

- and necessary forms including a voluntary participation notice, submission of environmental and historical compliance information, individual maps and photos.
- Assist VCTC with CAL OES/FEMA and/or other federal grant quarterly reporting.
  - Provide assistance to VCTC with procurement and financial management, such as interfacing with internal staff, to ensure procurement and fiscal processes adhere to FEMA federal grants criteria. This task may include:
    - Recommending procedures for ensuring all contracts are in compliance with federal requirements.
    - Determining needed records/ associated documents for equipment and developing procedures for ensuring all purchases are allowable and have all needed records, forms, etc.
    - Providing recommendations on how to efficiently ensure compliance and ensure all required contract provisions for federal grants are included in applicable documents.
  - Recommend workflows and policies for contracts and purchasing in alignment with VCTC policies and procedures as well as Federal and State Requirements.
  - Determine how to manage Expenditure Tracking in line with VCTC financial processes and which simplifies expenditure and reimbursement reporting.
  - Work with VCTC staff to develop management, administration, and financial processes and procedures in line with both VCTC policies and federal grant requirements.
  - Assist with demobilization and tracking of resources.
  - Identify potential improvements and maximize public assistance 404 and 406 Mitigation funding. Identify and prepare hazard mitigation Quotes, grant applications, and benefit cost analysis for interested residential property and non-residential owners.
  - Assist in identifying and evaluating opportunities for hazard mitigation programs under FEMA 404 and 406 Hazard Mitigation.
  - Develop Section 406 Hazard Mitigation Quotes where mitigation actions can minimize future disaster impacts.
  - Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
  - Prepare Section 404 and 406 grant HMP program Notices of Interest (NOIs) and assist in filing NOIs.
  - Prepare Section 404 and 406 grant program grant applications and assist in filing such applications.

**EXHIBIT B**

**CONSULTANT  
PROPOSAL**

Electronic Submittal

# Ventura County Transportation Commission

## Request for Proposal

### Disaster Recovery Consulting

Due Date / Time: August 30, 2024 | 4:00 pm



thompson  
CONSULTING SERVICES



thompson  
CONSULTING SERVICES

August 30, 2024

Ventura County Transportation Commission  
Attn: Amanda Fagan  
751 E. Daily Dr. STE  
*Submitted electronically to: afagan@goventura.org*

**RE: REQUEST FOR PROPOSALS – DISASTER RECOVERY CONSULTING SERVICES**

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the Ventura County Transportation Commission (VCTC) with disaster recovery consulting services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over **75** years of combined experience in supporting local and state agencies in response to hurricanes, floods, wildfires, tornadoes, earthquakes, ice storms, rockslides, oil spills and other natural disasters. Our approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the VCTC for the following reasons:

**UNDERSTANDING OF VCTC'S DISASTER RECOVERY NEEDS:** Thompson understands the VCTC is seeking professional consultants to assist with current and future complex funding and project/grant management services including application, administration, and management of funding offered by the FEMA Public Assistance Program(s) such as funding for emergency protective measures, mitigation strategies (including 404 and 406 Mitigation), as well as repair/replacement infrastructure strategies. Thompson is highly experienced in supporting our clients through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and other Federal and State programs' financial recovery and mitigation processes, to ensure full compliance with all Federal, State and Local laws in order to maximize reimbursement, and to assist in planning for and minimizing impacts from future disasters.

In addition, Thompson has extensive experience supporting departments of transportation and transportation organizations across the United States including the New Mexico Department of Transportation and the South Carolina Department of Transportation in recovering and retaining Federal and State funding. We understand the unique challenges and programmatic complexities the VCTC may face, and our grant management team is uniquely positioned to effectively and efficiently support the VCTC during its recovery.

**MULTIDISCIPLINARY EXPERTISE IN GRANT MANAGEMENT, FINANCE, ENGINEERING & DISASTER RECOVERY PROGRAM MANAGEMENT:** As a full-service disaster recovery and grant management consultancy, Thompson's primary focus is to assist communities to respond to and recover from disasters both physically and financially. Thompson's areas of expertise include comprehensive grant management support, federal funding program expertise, site inspections, cost estimating, engineering, and program management.

**RECOVERY PROGRAM EXPERIENCE:** Thompson's vast recovery program experience has provided us the opportunity to develop a versatile team of multidisciplinary professionals with over **75** years of combined experience. Our post-disaster FEMA funding experience accounts for more than **\$4.5** billion in funding on behalf of more than **300** local and state government agencies.

**VERSATILITY OF OUR TEAM:** Thompson provides VCTC with professional consultants and engineers to deliver expertise in the following components of an effective financial recovery, among others:

- Project Worksheet (PW) development / review
- GrantsPortal entry and administration
- Financial monitoring and reporting
- Hazard mitigation consultation
- Closeout and audit support
- Data collection and dissemination
- Surveying and cost estimating

**DIVERSITY OF FUNDING PROGRAM EXPERIENCE:** In addition to FEMA PA, Thompson has experience with and is prepared to assist VCTC with administering other post-disaster grant programs such as:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Community Disaster Loan (CDL)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Agriculture (USDA)
- Department of Housing & Urban Development
  - Community Development Block Grant (CDBG)
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)

Thompson has the experience and resources necessary to be extremely responsive to VCTC's disaster recovery consulting services and FEMA reimbursement consulting needs. We stand prepared to guide VCTC through the recovery process while working with the State of California Governor's Office of Emergency Services FEMA Public Assistance staff to achieve maximum disaster recovery cost reimbursement for VCTC. We would be honored to serve as your disaster recovery consulting services provider and stand prepared to exceed the service expectations that VCTC has established.

Best regards,

**THOMPSON CONSULTING SERVICES, LLC**



Jon Hoyle, President

**AUTHORIZED POINTS OF CONTACT:**

Jon Hoyle, President  
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858  
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President  
O: 407.792.0018 | C: 407.619.2781 | F: 407.878.7858  
E-mail: ncounsell@thompsoncs.net

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## Ventura County Transportation Commission

Request for Proposals

Disaster Management, Recovery & Consulting Services

*Cover Letter*

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# SECTION 1

## Submittal Forms

### Proposal Submittal Summary

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services. 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 VCTC for positions that are duplicative in nature or unnecessary to perform the scope of services requested. The VCTC will **not** be required to provide a retainer fee for Thompson’s services. Instead, we offer our services on a stand-by basis minimizing unnecessary costs and **allowing the VCTC to only pay for the staff needed to complete the required services or project at hand.**

Thompson is pleased to provide the following hourly rates to perform consulting services for disaster recovery services for Ventura County Transportation Commission. In addition, we have completed and included the Proposal Submittal Form in the subsequent pages of this section.

Table 1-1: Proposed Hourly Rates<sup>1</sup>

Positions	Hourly Rates
1. Program Manager	\$ 144.16
2. Recovery Consultant	\$ 137.36
3. Damage Assessment Estimator	\$ 100.24
4. Data Analyst	\$ 70.44
5. Data/Document Manager	\$ 85.00
6. Project Engineer/Construction Manager	\$ 150.45

<sup>1</sup> All travel expenses (air fare, lodging, car rental, fuel, etc.) shall be reimbursed based on actual cost. Meal reimbursement shall be made at GSA reimbursement rates for per diem.

### Certificates of Insurance

Thompson has provided certificates of insurance in the subsequent pages of this section demonstrating our ability to obtain and maintain levels of insurance.

### Selected References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. **Thompson has completed and included the References Form in the subsequent pages of this section.** Additional project details are provided in Section 2, Qualifications.

New Mexico Department of Transportation

Oct. 2022 - Present

Assessment/Restoration/Removal Monitoring | Project Cost: \$430,000 | Funding Est. \$89,000,000+

John Romero P.E., Highway Operations Division Director

1120 Cerrillos Road

505-470-3777 | John.Romero4@dot.nm.gov

Santa Fe, NM 87504-1149

**Escambia County, Florida****Sept. 2020 – Feb. 2024**

Debris Removal Monitoring & FEMA Services | Project Cost: \$714,000 | Funding Est. \$ 90,000,000  
Elizabeth Kissel, Grants and Special Projects Manager 221 Palafox Place  
850-595-3935 | ekissel@myescambia.com Pensacola, FL 32502

**City of Houston, Texas****May 2024 – Present**

FEMA Public Assistance Support | Project Cost: \$101,000 | Funding Est. \$ 145,000,000  
Mark C. Wilfalk, CPM, Director, Solid Waste 611 Walker Street  
832-393-9454 | Mark.Wilfalk@Houstontx.gov Houston, TX 77002

## Contractual Disqualifications

Thompson Consulting Services nor any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances. We have completed and included the Statement of Past Contract Disqualifications Form in the subsequent pages of this section.

**PROPOSAL SUBMITTAL FORM**

---

The undersigned declares that she or he has carefully examined the Scope of Work which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

BID ITEM:

Proposed Monthly Retainer <sup>1</sup>	\$ 0.00
Other	
Other	
<b>TOTAL <sup>2</sup></b>	<b>\$ \$ 618.37</b>

<sup>1</sup>The VCTC will not be required to provide a retainer fee for Thompson’s services. Instead, we offer our services on a stand-by basis minimizing unnecessary costs and allowing the VCTC to only pay for the staff needed to complete the required services or project at hand.

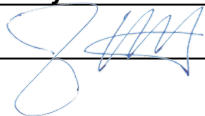
<sup>2</sup>Total hourly rate for all proposed staff provided in Section 1 preceding this form.

q Certificate of insurance attached; insurance company’s A.M. Best rating: A+.

***Firm Name and Address***

Thompson Consulting Services, LLC	
2601 Maitland Center Parkway	
Maitland, FL 32751	
Contact Jon Hoyle, President	Phone 407-792-0018

***Signature of Authorized Representative***

	Date 8/28/2024
---	----------------



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>PGIS, LLC dba Turner Insurance &amp; Bonding Co.</b> PO Drawer 230789 Montgomery, AL 36123	<b>CONTACT NAME:</b> Abby Foster <b>PHONE (A/C, No, Ext):</b> (334) 386-3609 <b>FAX (A/C, No):</b> (334) 244-0350	
	<b>E-MAIL ADDRESS:</b> afoster@turnerfirst.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Zurich American Insurance Co.</b>	<b>NAIC #</b> <b>16535</b>
<b>INSURED</b>  <b>Thompson Consulting Services, LLC</b> <b>2601 Maitland Center Parkway</b> <b>Maitland, FL 32751</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

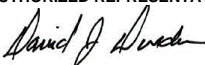
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 3534777-02	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Auto Physical Damage</b>			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Evidence of Coverage</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530	<b>CONTACT NAME:</b> Patty Savage <b>PHONE (A/C No. Ext):</b> 8002770856 <b>E-MAIL ADDRESS:</b> patty.savage@cadenceinsurance.com		<b>FAX (A/C, No):</b> 228-863-1957
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Scottsdale Insurance Co		<b>NAIC #</b> 41297
<b>INSURED</b> Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	THOMINC-03	<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

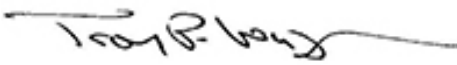
**COVERAGES** **CERTIFICATE NUMBER:** 2066980079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VRS0007177	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Contractors Pollution Liability			VRS0007177	2/1/2024	2/1/2025	Per Claim/Agg \$5 mil/\$10 mil Per Claim/Agg \$5 mil/\$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: [Thompson Consulting Services, LLC](#)

Describe the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. VCTC reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1:

Agency Name	<a href="#">New Mexico Department of Transportation</a>
Contact Name	<a href="#">John Romero P.E., Highway Operations Division Director</a>
Telephone & Email	<a href="#">505-470-3777   John.Romero4@dot.nm.gov</a>
Street Address	<a href="#">1120 Cerrillos Road</a>
City, State, Zip Code	<a href="#">Santa Fe, NM 87504-1149</a>
Description of services provided including contract amount, when provided and project outcome	<p><a href="#">Thompson is providing the New Mexico Department of Transportation with disaster recovery services including program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows in 2022.</a></p> <p><a href="#">Dates of Service: Oct. 2022 – Present</a></p> <p><a href="#">Funding Est. \$89,000,000+</a></p> <p><a href="#">Project Cost: \$430,000</a></p>

### Reference No. 2:

Agency Name	<a href="#">Escambia County, Florida</a>
Contact Name	<a href="#">Elizabeth Kissel, Grants and Special Projects Manager</a>
Telephone & Email	<a href="#">850-595-3935   ekissel@myescambia.com</a>
Street Address	<a href="#">221 Palafox Place</a>
City, State, Zip Code	<a href="#">Pensacola, FL 32502</a>
Description of services provided including contract amount, when provided and project outcome	<p><a href="#">Thompson provided debris monitoring and Public Assistance Grant Management Services on behalf of Escambia County following Hurricane Sally in 2020. Thompson supported site inspections, cost estimates, evaluation of hazard mitigation, and PW worksheet development.</a></p> <p><a href="#">Dates of Service: Sept. 2020 – Feb. 2024</a></p> <p><a href="#">Funding Est. \$ 90,000,000</a></p> <p><a href="#">Project Cost: \$714,000</a></p>

**Reference No. 3**

Agency Name	<a href="#">City of Houston, Texas</a>
Contact Name	<a href="#">Mark C. Wilfalk, CPM, Director, Solid Waste</a>
Telephone & Email	<a href="tel:832-393-9454">832-393-9454</a>   <a href="mailto:Mark.Wilfalk@Houstontx.gov">Mark.Wilfalk@Houstontx.gov</a>
Street Address	<a href="#">611 Walker Street</a>
City, State, Zip Code	<a href="#">Houston, TX 77002</a>
Description of services provided including contract amount, when provided and project outcome	<a href="#">Thompson is assisting the City of Houston FEMA Public Assistance claims for both emergency work (Categories A and B) and Program Management Costs (Category Z) following the severe storms, straight-line winds, tornadoes, and flooding in 2024. In addition, Thompson is assisting the City with FEMA cost recovery for Hurricane Beryl earlier in 2024. Dates of Service: May 2024 – Present Funding Est. \$ 145,000,000 Project Cost: \$101,000</a>





# SECTION 2

## Qualifications

### 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 **500** 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 the Ventura County Transportation Commission (VCTC).*

### 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 grant recovery service offerings, including debris removal monitoring. Thompson brings over **71** years of experience to the VCTC through our family of companies and personnel.

### THOMPSON FAMILY OF COMPANIES



thompson  
CONSULTING SERVICES



thompson  
ENGINEERING



watermark  
DESIGN



meyer  
ENGINEERS + ARCHITECTS

## Office Locations

With **26** corporate and satellite offices scattered throughout **8** states across the United States, Thompson has the resources and capabilities to support the VCTC’s disaster recovery consulting service needs. Additionally, Thompson is experienced and capable of establishing a field office within the VCTC’s service area to support operations as needed.

### Mobile Office Capabilities

Thompson knows immediately following a disaster incident access to a project operations office and communications infrastructure is critical to recovery, however with the potential for VCTC facilities 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 assist in immediate disaster recovery regardless of environmental conditions.

We can travel directly to impacted communities and implement recovery operations 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 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.*

## Disaster Response History

As a full-service disaster recovery and grant management consultancy, Thompson’s primary focus is to assist communities to respond to and recover from disasters both physically and financially. 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. Thompson’s areas of expertise include comprehensive grant management support, federal funding program expertise, site inspections, cost estimating, engineering, and program management. Our structure and strategic approach to services has been developed to best assist agencies similar to the VCTC. We have assisted communities impacted by natural and man-made disasters to

## 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 | 7N242

### DUNS NO.

968677158

### E-VERIFY ID

1111126

### OFFICERS

Jon Hoyle, President

Nate Counsell, Executive VP

John H. Baker, III, BOM

Chad Brown, BOM

recover and retain more than **\$4.5** billion in federal grant funding on behalf of over **300** federal, state, and local government entities.



*Our approach to providing disaster cost recovery and related grant and project management services maintains a primary focus on the efficient and effective utilization of resources while assisting the VCTC in navigating the funding and compliance channels of the California Governor’s Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) disaster recovery programs.*

Thompson’s consultants have performed debris monitoring and grant administration services for over **60** 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 2-1 following this section.

Table 2-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Idalia (FEMA DR-738, 4734)	2023	\$46,400,000	Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000
AL Severe Storms (FEMA DR-4684)	2023	\$5,800,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000
New Mexico Wildfires (FEMA DR-4652)	2022	TBD	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
Hurricane Ian (FEMA DR-4673)	2022	\$311,100,000	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
KY Severe Storms (FEMA DR-4630)	2021	\$138,700,000	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
Hurricane Ida (FEMA DR-4611)	2021	\$283,300,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
Hurricane Sally (FEMA DR-4563,4564)	2020	\$180,000,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Maria (FEMA DR-4339)	2017	\$44,600,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
Louisiana Severe Flooding (FEMA DR-4277)	2015	\$65,000,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

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

## FEMA Grants Portal Experience

Since the advent of the FEMA Grants Portal, Thompson has actively utilized the system to submit project documentation, respond to Essential Elements of Information (EEI) and monitor project statuses on behalf of our clients. Our approach to timely submittal means our clients are better able to drive their recovery process and the Grants Portal allows for the ability to quickly respond to FEMA requests for information (RFIs) and submit supporting documentation. Thompson quickly responds to any outstanding needs while mitigating the need to duplicate administrative efforts all while holding FEMA accountable for a timely project review and obligation of funds.

## Ability to Submit Timely Reimbursement

Thompson prides itself on our ability to provide the highest-level support in a timely manner. This ensures our clients are first in line to receive funding, whether it be through expedited project worksheets, strategic project structuring or proficient processing and submittal of debris removal invoices and supporting documentation. While we cannot control the speed at which FEMA reviews and obligates projects, our approach to timely and audit-ready project submittal is developed to make FEMA and Cal OES's roles as streamlined as possible.

## FEMA 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 assist the VCTC on an as-needed basis throughout the audit process to help ensure the VCTC recovers funding for all eligible work.*

## Experience & Past Performance

Through experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. Thompson's approach to disaster recovery services has been specifically developed to provide our clients with audit-ready documentation in a format that facilitates an expedited federal and state review. Should FEMA, State and/or OIG representatives issue any audit requests, Thompson is prepared to fully assist the VCTC, as it is common for FEMA and State agencies to request support during the project review, obligation, and audit process.

*Thompson is highly familiar with California state regulations and policies due to our extensive disaster recovery experience working with the State of California Governor's Office of Emergency Services (Cal OES) following devastating wildfires that have impacted the State.*

The following projects are examples of Thompson's client support from project start to closeout, audit, and appeals processes.

City of Fort Lauderdale, Florida

July. 2012 – Present

FEMA Public Assistance Support and

Funding Est. \$100,000,000

**2023 April Flooding:** Following a catastrophic county wide flooding event, Thompson assisted the City of Fort Lauderdale with its recovery efforts, including providing policy guidance, Floodplain Management Reporting and FEMA Public Assistance claims for both emergency work (Categories A and B) and permanent work (Categories

C-G). Thompson oversees separate contracted A/E firms to finalize cost estimates, compiled and evaluated hazard mitigation opportunities, managed a FEMA Alternate 428 project, performed insurance reconciliation, assisted in community outreach efforts, and attended City Commission Meetings. Currently, Thompson is managing an estimated \$60,000,000 in FEMA related claims due to this event and is in the early stages of assisting with HUD related grants.

**2017 Hurricane Irma:** Following Hurricane Irma, Thompson assisted the City of Fort Lauderdale with its FEMA Public Assistance claims for both emergency work (Categories A and B) and permanent work (Categories C-G). Thompson worked closely with the City for 16 months preparing, submitting and processing PWs for FEMA review and reimbursement.

**COVID-19:** Thompson is currently supporting the City of Fort Lauderdale with its recovery of grant funds to support the City's COVID-19 pandemic response efforts. This includes Category B costs related to the City's labor, equipment and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding opportunities, such as those available through the US Department of Health and Human Services (HHS) and the Center for Disease Control (CDC).

**Hurricane Katrina and Wilma:** During the 2005 hurricane season, the City of Fort Lauderdale was impacted by both Hurricane Katrina and Hurricane Wilma. Hurricane Wilma wreaked havoc on the City, particularly City-maintained beaches and parks. In July 2012, following numerous FEMA and US Office of Inspector General (OIG) audits of the City's FEMA PA project worksheets (PWs), it became evident that the City had been de-obligated approximately \$10 million in eligible costs associated with Hurricane Wilma. Thompson was contacted to provide FEMA Public Assistance (PA) appeal assistance to recover the funding. Thompson's grant management consulting team collected relevant project documentation, identified the sources of cost discrepancies, and assisted in preparing the City's formal appeal for submittal to the FDEM and FEMA.

**Denham Springs Housing Authority**

**April 2022 – Present**

FEMA PA Support & HUD CDBG-DR Grant Management

Funding Est. \$15,000,000

**2016 Floods:** Denham Springs Housing Authority's housing infrastructure experienced severe flooding as a result of the 2016 floods. The Authority provides housing to nearly 250 disadvantaged residents in Livingston Parish, all of which were permanently displaced as a result of the floods.

After years of struggling to reconcile insurance payments and \$15 million in FEMA Public Assistance funding, the Authority recently tasked Thompson with management of its reimbursement and oversight of engineering, design and construction. Thompson has successfully coordinated with the Authority's engineers and architects to finalize design of new housing facilities while coordinating with FEMA to ensure the project worksheets accurately reflect the scope of work and costs required to rebuild this critical housing infrastructure. Thompson continues to support the Authority as it enters the construction phase of the new housing complex, while coordinating with the Louisiana office of Community Development for an additional HUD CDBG grant. This requires Thompson to monitor construction efforts ensuring adherence to requirements mandated by HUD.

**Escambia County, Florida**

**Sept. 2020 – Feb. 2024**

Hurricane Sally FEMA Public Assistance Support

Funding Est. \$90,000,000

**2020 Hurricane Sally:** Hurricane Sally had a devastating impact on the Florida Panhandle region. As a result of the hurricane, Escambia County activated Thompson to provide debris monitoring and Public Assistance Grant Management Services. Upon activation, Thompson worked with each County department to discuss and itemize damages and emergency protective measures related to Hurricane Sally. Based on these meetings, Thompson coordinated and scheduled site inspections of damaged facilities. For each site inspection, 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. Thompson continues to provide the County with Grant Management Services by assisting the County Building Department with construction inspections, documenting scope changes, and developing project worksheet versions to prevent project overruns and adhere to cost controls .

**New Mexico Department of Transportation**

**Oct. 2022 – Present**

Wildfire/Flood Debris Removal & Acequias Assessment/Restoration Funding Est. \$89,000,000+

**2022 Wildfires, Flooding, and Mudflows:** Thompson was selected by the New Mexico Department of Transportation (NMDOT) to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows in 2022. To date, Thompson has assisted the New Mexico Department of Transportation (NMDOT) with over \$64,000,000 in disaster related costs, which includes direct cost recovery for State highways (\$49M) and MOU coordination with Mora and San Miguel Counties (\$10M). As part of full-service grant management services, Thompson is also assisting the NMDOT with a \$25M FEMA Claims Office request related to State Highway damages.

Thompson’s program management approach required coordination with multiple stakeholders, including local survivors and government officials, county elected officials, New Mexico Department of Homeland Security and Emergency Management (NMDHSEM), New Mexico Interstate Stream Commission, New Mexico Acequia Association, New Mexico Environment Department, State and Federal Forestry, Federal Emergency Management Agency (FEMA) and United States Army Corps of Engineers (USACE). Based on these coordination and outreach efforts, Thompson was able to establish and enact a plan, approved by NMDOT, that sought to address the immediate needs of the community by targeting emergency access of roads and waterways, acequia debris removal, and Private Property Debris Removal (PPDR) which enables the community to begin long-term recovery efforts.

**South Carolina Dept. of Transportation (SCDOT)**

**Feb. 2014 – July 2016**

Public Assistance / HGMP Consulting

Funding Est. \$195,000,000

**2016 Severe Flooding:** In October 2015 South Carolina experienced severe storms and heavy rainfall which left thirty-five (35) counties in need of disaster assistance.

SCDOT, which maintains the vast majority of roadways in the State, sustained permanent damage to over 600 roads and bridges. SCDOT again immediately activated Thompson to guide and assist with response and recovery efforts. Thompson worked with SCDOT engineering staff across the State to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35 million and including hazard mitigation measures to limit future potential damages. SCDOT also tasked



Thompson to provide Hazard Mitigation Grant Program (HMGP) support, as Thompson’s consultants and SCDOT met with cities and counties throughout the State to develop mitigation projects and strategies.

**2014 Winter Storm Pax:** In February 2014 Winter Storm Pax, a powerful ice storm, coated a 21-county area in South Carolina with up to 1.5” of ice and generated widespread vegetative debris. The SCDOT activated Thompson to provide FEMA Public Assistance consulting services to capture debris removal and emergency work costs. In total, Thompson’s staff developed and submitted more than 115 large Project Worksheets on behalf of SCDOT, recovering more than \$160 million in funding. Thompson was also mobilized to provide debris monitoring services for a six-county area in the eastern part of the state including, Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from 175,000 hazardous trees by three debris removal contractors.



City of Orange Beach, Alabama

September 2020 – Present

Disaster Debris Removal Monitoring & FEMA Grant Management

Funding Est. \$30,000,000

Thompson served as the disaster debris monitoring and grant management consulting firm for the City since 2014. While the City was fortunately spared from significant disaster-related damages until 2020, Thompson was activated for debris monitoring and grant management consulting services in response to Hurricane Sally.

**2020 Hurricane Sally:** Thompson deployed to Orange Beach immediately following Hurricane Sally to provide debris monitoring support. This included documenting of a complex debris removal operation including right-of-way debris removal as well as the removal of hazardous leaning trees and hanging limbs, hazardous waste, vessels, waterway debris and sand reclamation. In addition to oversight of the debris removal operation, which accounted for the largest portion of the City’s expenditures, Thompson was tasked with grant management consulting services related to the recovery of FEMA Public Assistance (PA) funding and Hazard Mitigation Grant Program (HMGP) funding. The City’s damages included Category A-G work, with Thompson supporting submittals for emergency work expenditures as well as conducting site visits and cost estimates for impacted parks, trails and waterfront infrastructure. With over \$30 million in estimated costs, Thompson’s expertise in efficiently and effectively identifying and recovering FEMA funding has placed the City of Orange Beach in position to be among the first to receive reimbursement.

Grant Parish, Louisiana

August 2020 – Present

Hurricane Laura Grant Management Consulting

Funding Est. \$22,000,000

**2020 Hurricane Laura:** Following Hurricane Laura, one of the most devastating Category 4 hurricanes to impact the State of Louisiana, Grant Parish awarded a contract to Thompson to program the Parish with Public Assistance grant management services. Thompson’s grant management services assisted the Parish with requesting over \$22,000,000 in Public Assistance primarily consisting of Category A – Debris Removal, Category B – Emergency Protective Measures and Category C – Roads and Bridges projects. Thompson supported the Parish from project formulation to project closeout. As part of grant management services, Thompson also assisted the Parish in requesting a Community Development Loan to continue to operate essential community services after the substantial revenue loss caused by Hurricane Laura.



Brevard County, Florida

December 2021 – Present

Disaster Financial Recovery Support

Funding Est. \$49,200,000+

**2022 Tropical Storm Nicole:** Brevard County was severely impacted by Tropical Storm Nicole, which made landfall along Florida’s east coast just six weeks after Hurricane Ian. Thompson has met with County departments and leadership and is in the process of assisting the County with the development of its Damage Inventory. Damages included significant impacts to coastal infrastructure and beaches as well as flooding of County property and public waterways. Current damages are expected to include all categories of work (Categories A-G) with a total estimated cost of \$30,000,000.

**2022 Hurricane Ian:** Thompson is currently providing support to Brevard County to secure federal grant funding in response to Hurricane Ian. Having held the Exploratory Call and FEMA Recovery Scoping Meeting (RSM), Thompson has also met with all departments to discuss project eligibility and is in the process of finalizing the Damage Inventory report. The County’s damages include all categories of work (Categories A-G) and include widespread debris, special debris removal programs, traffic signs and signals, building and roof damages, utility damages and damages to park facilities including beaches and waterfront infrastructure. The County’s Hurricane Ian related damages are currently estimated at \$19,200,000.

**Closeout for Previous Events:** In 2021, Thompson was selected to provide grant management and financial recovery services for Brevard County through a competitive pre-event solicitation. The County had struggled

with previous activations and consultants and sought Thompson’s expertise and client-focused approach to address outstanding State and FEMA requests related to previous disasters. Thompson quickly met with the County and applicable departments to identify priority items and begin addressing FDEM and FEMA requests for information (RFIs) to allow the County to secure obligated funding and advance through the closeout and audit process. The County had incurred more than \$56,000,000 in eligible FEMA Public Assistance (PA) costs from Hurricanes Matthew, Irma, and Dorian.

**City of Tuscaloosa, Alabama**

**May 2011 – 2013**

Disaster Grants Management

Funding Est. \$90,000,000

**2011 Tornadoes:** The City of Tuscaloosa is widely regarded as ground zero of the crippling tornadoes of April 2011 that tore through central and northern Alabama. Although, the effects of the tornado were catastrophic, the City nearly escaped one of the worst tornado disasters in history with the tornado just missing high density student housing and the City’s hospital. Thompson was selected by the City to assist it with FEMA Public Assistance program application, administration and program management. Thompson supported the City seek reimbursement for over \$60 million of damages related to FEMA Categories B – G and heading the City’s effort to file insurance claims for an additional \$30 million in losses. The project required the submission of more than 100 project worksheets and the review of dozens of insurance claims. In support of the City’s long term recovery efforts, Thompson provided grant application development and program management for projects to be funded by various federal grant programs including FEMA PA, HMGP programs, and HUD CDBG program.

**Volusia County, Florida**

**Sept. 2017 – Oct. 2020**

FEMA Public Assistance Support

Funding Est. \$10,000,000

Thompson has served as the County’s disaster cost recovery services provider since 2012 and as its disaster debris monitoring services provider since 2015. During that time, Thompson has assisted the County with debris management contract procurement, disaster debris management plan updates, and disaster recovery.

**2017 Hurricane Irma:** Following Hurricane Irma, Thompson supported the County’s cost recovery of over \$50 million in FEMA reimbursement funding. During recovery operations, Thompson assisted the County with FEMA site inspections, cost validations, insurance support, cost estimates for the fishing pier and county administration building, hazard mitigation and guidance with FEMA specialty programs such as fifty-percent validation and alternate project formulation.

**Debris Management Contract Procurement:** Thompson assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with a comparison of the submissions.

**Disaster Debris Management Plan (DDMP) Update:** Following Hurricane Irma, the County selected Thompson to perform an update to their existing DDMP. Thompson provided the County with an updated plan in accordance with current FEMA Public Assistance Policy and Procedures guidance. This also included revamping the County’s debris collection and removal strategy and documentation on debris management sites (DMS).

**City of Houston, Texas**

**May 2024 – Present**

FEMA Public Assistance Support

Funding Est. \$145,000,000

**2024 Severe Storms, Straight-line Winds, Tornadoes, and Flooding:** Thompson was activated by the City to assist with FEMA Public Assistance claims for both emergency work (Categories A and B) and Program Management Costs (Category Z) following severe storms, straight-line winds, tornadoes, and flooding. Thompson is working closely with the City assisting in the preparation and calculation of departmental force account labor and equipment, as well as submitting and processing PWs and Immediate Needs Funding (INF)



requests for FEMA review and reimbursement. Thompson is ultimately supporting the City in applying for the reimbursement of over \$40 million in federal funds.

**2024 Hurricane Beryl:** Following the devastating impacts of Hurricane Beryl, Thompson was tasked with grant management consulting services related to the recovery of FEMA Public Assistance (PA) funding. The City’s damages included Category A-B work and Category Z work, with Thompson supporting submittals for emergency work expenditures as well as providing recovery management services, developing cost estimates, calculating departmental force account labor and equipment, successfully requesting Immediate Needs Funding (INF), and expediting projects that total over \$105 million.

## 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 **500** 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	10	Environmental Engineers	2
Debris Project Managers	30	Geologists	9
Debris Supervisors	50	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

Thompson provides the VCTC with access to a unique combination of experience, services, resources, and personnel through our family of companies. 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.

## Dedicated Project Team

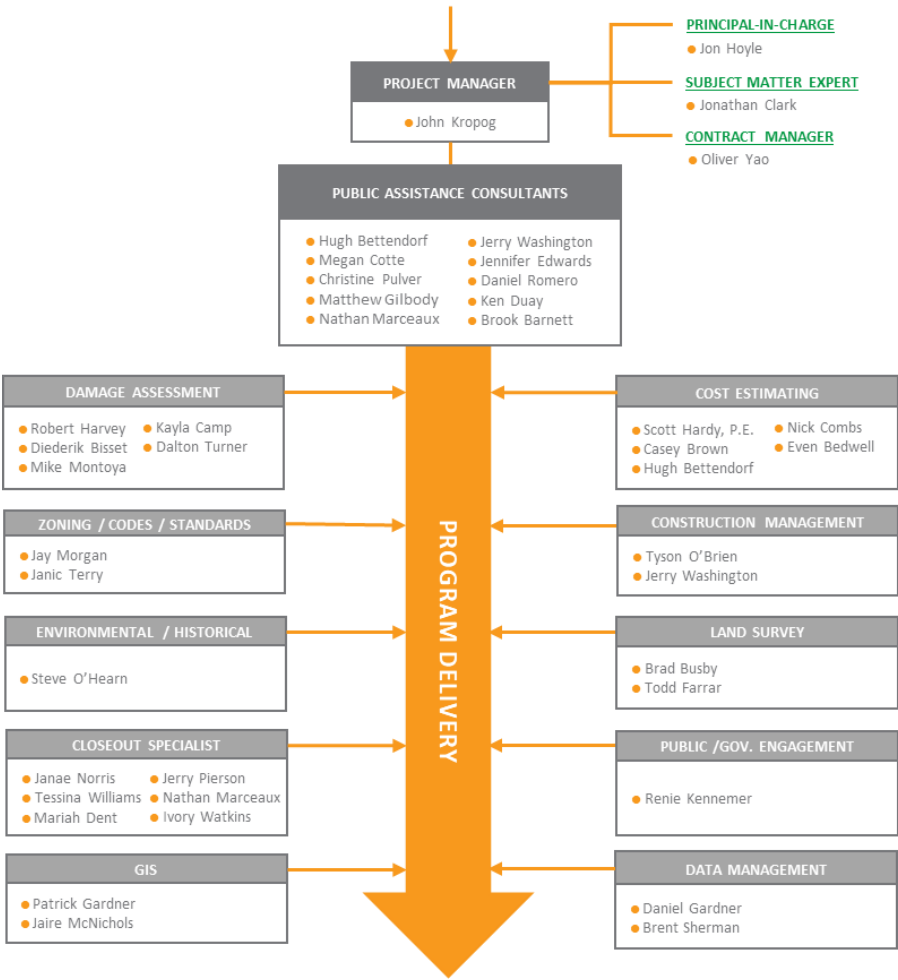
Thompson’s proposed team has assisted some of the largest government agencies recently impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

While many firms can offer experience and personnel in certain aspects of the VCTC’s needs, Thompson provides professional consultants and engineers to deliver expertise in a variety of grant programs and tasks.

The following figure graphically presents Thompson’s proposed project staffing.

Figure 2-1: Organizational Chart

Ventura County Transportation Commission



Key Personnel Experience

**JON HOYLE** will serve as the Principal-in-Charge for the VCTC and provide support as needed to ensure project operations are in accordance with the VCTC’s expectations. Mr. Hoyle has over nineteen years of experience including fourteen years 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 over the past 14 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

**JONATHAN CLARK** will serve as Subject Matter Expert on behalf of the VCTC. 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 \$800 million in federal funding. Most recently, Mr. Clark has assisted the City of Denham Springs, LA, State of New York, South Carolina DOT, New Mexico DOT, Escambia County, FL, Fort Lauderdale, FL and Brevard County, FL with the recovery of FEMA PA and HUD CDBG-DR funding, including grant closeout and audit support. He has also provided support to the City of Fort Lauderdale's COVID-19 pandemic response efforts.

**JOHN KROPOG** will serve as the Project Manager on behalf of the VCTC. Mr. Kropog has over nineteen years of experience leading teams in the response and recovery of the hardest-hit communities where disasters have occurred including Hurricane Katrina, Rita, Gustav, Isaac, Laura and Ida in Louisiana, Sandy in New York, and Irma and Maria in Puerto Rico and the United States Virgin Islands as well as other disasters such as the Deepwater Horizon oil spill. He has worked to maximize and coordinate funding awards on behalf of FEMA, State, and local entities. John has successfully designed, developed, and delivered standard operating procedures, business processes and improvements, and compliance solutions. His approaches have secured billions in funding for his clients.

**OLIVER YAO** will serve as the Contract Manager and assist as needed in reviewing the VCTC's pre-event contracts and make recommendations in order to achieve maximize reimbursement of all eligible costs. Mr. Yao has sixteen years of experience providing program management and oversight of disaster response and recovery projects. Mr. Yao has supported over 80 projects under contracts that total over \$1 billion in recovery efforts throughout the United States.

**DANNY GARDNER** will serve as the Data Manager for the VCTC. Mr. Gardner has served as a data manager, 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, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

**DIEDERIK BISSET** will serve as the Damage Assessment Estimator on behalf of the VCTC. Mr. Bisset has over eighteen years of experience and has served as a subject matter expert in all capacities including roles as a Program Delivery Manager, Cost Analyst, Cost Estimator, and Policy Advisor. He has supported projects totaling over 10 billion in successful FEMA Public Assistance obligation and is experienced in focus on training and staff development to include logistics, threat and vulnerability assessment, and operational planning. Most recently, Mr. Bisset has supported the City of Fort Lauderdale, Florida following severe flooding which resulted in damage estimates of \$60,000,000.

**JENNIFER EDWARDS** will serve as a Data Analyst. Ms. Edwards has over four years of federal grant management experience including the FEMA Public Assistance program. Ms. Edwards previously served as a grant management consultant under the Florida Division of Emergency Management and has current experience assisting local, state, and federal clients in recovering and retaining funds under FEMA's Public Assistance program. Ms. Edwards has assisted communities throughout the United States with closeout and reporting efforts to secure FEMA PA and HUD Community Development Block Grant (CDBG-DR) funding. Most recently, Ms. Edwards assisted Brevard County, Florida following Hurricane Ian and Tropical Storm Nicole in preparing and submitting project worksheets for Category A – G expenditures which are estimated at over \$49 million.

**CHRISTINE PULVER** will serve as a Data Analyst on behalf of the VCTC. Ms. Pulver has over fifteen years of project management and regulatory compliance experience. She has assisted communities throughout the United States with closeout and reporting efforts to secure over \$150 million in FEMA

PA funding including the New Mexico Department of Transportation and Mora County, New Mexico, following devastating wildfires. Most recently, Christine has assisted the City of Bentonville, Arkansas, seek reimbursement of over \$2.2 million in disaster recovery funding as a result of severe storms and tornadoes that impacted the City and it’s renowned parks and mountain-bike trails.

**HUGH BETTENDORF** will serve as a Recovery Consultant on behalf of the VCTC. Mr. Bettendorf has over 35 years of experience serving as Program Delivery Manage and PA Task Force Lead, including QA/QA lead on multiple disasters in FEMA Regions II, IV, VIII and X. Mr. Bettendorf also has extensive working with a variety of disaster grant programs including Building Resilient Infrastructure and Communities & Community Development Block Grant Mitigation. Most recently, Mr. Bettendorf has supported the City of Fort Lauderdale, Florida following severe flooding which resulted in damage estimates of \$60,000,000.

**BROOKE BARNETT** will serve as a Recovery Consultant on behalf of the VCTC. Mr. Barnett has over 25 years of experience in program delivery supporting disaster response and recovery efforts, including FEMA 406, FEMA 404, and CDBG. He has expertise and extensive experience in site inspections and cost estimating, environmental and historical considerations, as well as documenting infrastructure and facilities damage for cost recovery. Most recently, Mr. Barnett has continued to assist the New Mexico Department of Transportation seek reimbursement for disaster related costs resulting from devastating wildfires and mudflows that impacted much of Mora and San Miguel Counties. The estimated disaster funds currently total over \$89 million which includes the direct cost recovery of over \$49 million for State highways.

**KENNETH DUAY** will serve as a Support Specialist supporting all financial recovery efforts as needed. Mr. Duay has twenty-six years of experience in project management and fourteen years of direct FEMA Public Assistance consulting experience. As a technical consultant and Program Delivery Manager (PDMG) for FEMA, Mr. Duay has developed or administered more than \$1 billion in emergency and permanent work FEMA PA projects. In addition to recent experience with FEMA’s current operating model, he has provided state, local and federal governments with project inspection and cost estimating services. Most recently, Mr. Duay supported Brevard County, Florida following the impacts of Tropical Storm Nicole and Hurricane Ian which have combined damage estimates of over \$49,000,000.

The following table summarizes the background and experience of our proposed key personnel and outlines our staff’s extensive experience managing projects of all sizes. Hourly rates for proposed staff members have been provided in Section 1, Submittal Forms. *Resumes for key personnel have been included in Exhibit 2-2 following this section.*

Table 2-2: Summary of Project Team Experience

Name, Education, Background	Representative Clients / Funds Managed	
Jon Hoyle   Principal-in-Charge		
MBA – Finance/Management 19 Years of experience	<ul style="list-style-type: none"> <li>– Harris County, TX – \$50,000,000</li> <li>– Chambers County, TX – \$10,000,000</li> <li>– Norman, OK – \$11,250,000</li> </ul>	<ul style="list-style-type: none"> <li>– Springfield, MO – \$21,728,085</li> <li>– Escambia County, FL – \$92,000,000</li> <li>– Alabama Tornadoes – \$25,000,000</li> </ul>
Oliver Yao   Contract Manager		
MS – Management & Finance 17 Years of experience	<ul style="list-style-type: none"> <li>– Lee County, FL – \$14,000,000</li> <li>– Rapides Parish, LA – \$13,000,000</li> <li>– Bay County, FL – \$30,000,000</li> </ul>	<ul style="list-style-type: none"> <li>– Hidalgo Co, TX – \$16,000,000</li> <li>– Hamilton Co, TN – \$8,000,000</li> <li>– Linn Co, IA – \$24,000,000</li> </ul>
Danny Gardner   Data Manager		
MBA – Finance/Management 15 Years of experience	<ul style="list-style-type: none"> <li>– SWA Palm Beach Co – \$4,000,000</li> <li>– Chatham Co, GA – \$2,600,000</li> <li>– Baton Rouge, LA – \$5,000,000</li> </ul>	<ul style="list-style-type: none"> <li>– Alabama Tornadoes – \$25,000,000</li> <li>– South Carolina DOT – \$37,000,000</li> <li>– Escambia County, FL – \$92,000,000</li> </ul>

Name, Education, Background	Representative Clients / Funds Managed	
<b>Jonathan Clark   Subject Matter Expert</b>		
19 Years of experience	– Hurricane Irma – \$112,000,000	– State of New York – \$200,000,000
MS – Management & Finance	– Denham Springs, LA – \$20,000,000	– State of Louisiana – \$150,000,000
	– SCDOT – \$195,000,000	– Escambia County, FL – \$92,000,000
<b>John Kropog   Project Manager</b>		
19 Years of experience	– SWA Palm Beach Co – \$4,000,000	– Ormond Beach, FL – \$14,800,000
	– South Carolina DOT – \$37,000,000	– Baton Rouge, LA – \$5,000,000
	– St. Petersburg, FL – \$10,000,000	– State of New York – \$200,000,000
<b>Diederik Bisset   Damage Assessment Estimator</b>		
18 Years of experience	– Fort Lauderdale, FL – \$100,000,000	– Fort Myers, FL – \$5,500,000
BS – Structural Engineering	– Brevard County, FL – \$49,200,000	– US Virgin Islands – \$337,000,000
	– San Juan, PR – \$100,000,000	– State of Florida – \$70,000,000
<b>Jennifer Edwards   Data Analyst</b>		
4 Years of experience	– Hoboken, NJ – \$2,000,000	– Hurricane Irma – \$9,000,000
MS – Economic Development	– State of Colorado – \$162,000,000	– West New York, NJ – \$2,000,000
	– Brevard County, FL – \$49,200,000	– Hurricane Ian – \$4,000,000
<b>Kenneth Duay   Support Specialist</b>		
26 Years of experience	– St. Croix, USVI – \$20,000,000	– Brevard County, FL – \$49,000,000
	– Baton Rouge, LA – \$25,000,000	– Jefferson Parish SD, LA – \$10,000,000
	– State of New York – \$100,000,000	– Austin, TX – \$1,000,000

## 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.

Table 2-3: 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
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 ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

## Services and Program Experience

### Disaster Cost Recovery & Reimbursement

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

#### Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Category Z, Management Cost support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Grants Portal administration and monitoring
- Section 406 and 408 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- FEMA appeals assistance

### Long-Term Recovery & Grant Management

Successful recovery requires a comprehensive approach aimed at fulfilling long-term VCTC goals that not only assist in an expedited emergency recovery process but strengthen the VCTC’s infrastructure to reduce or eliminate damage during future events. Thompson’s consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member’s detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the VCTC’s federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the VCTC expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the VCTC and its residents, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the VCTC outside of a presidential disaster declaration. Regardless of the VCTC’s active involvement in disaster response and recovery, should the opportunity to fulfill VCTC goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support.

### Project Appeals Support for Federal Applications

Maximizing federal grant funding for our clients is Thompson’s top priority. Likewise, Thompson also seeks to avoid the need to appeal as our consultants coordinate with state and federal partners to

ensure all required documentation and project narratives are prepared and submitted in a manner to avoid denials of funding requests. In the rare cases in which our clients have sought appeals, Thompson has assisted grant applicants with the development of appeal strategies, preparation of appeal letters, supporting documentation collection and review, and submittal and administration of project appeal packages to both FEMA regional offices as well as FEMA headquarters.

Some examples of successful appeals include the recovery of an additional \$1.4 million in Emergency Protective Measures - Category B costs for the South Carolina Department of Transportation (SCDOT) following Winter Storm Pax as well as \$10 million in additional Category A – Debris Removal costs for the City of Fort Lauderdale, Florida.

### Grant Closeout & Final Audit Support

Thompson’s approach to grant management consulting services involves the preparation of audit-ready projects to ensure our clients maximize initial funding and retain funds through closeout and audit. As a result, many of our clients are “audit-ready” the day the final grant application is submitted. Others, with long-term recovery programs or complex permanent work infrastructure projects require hands-on closeout and audit support to ensure final project costs are properly captured, reported and recovered. Regardless of the size or complexity of our clients’ recovery, Thompson is committed to supporting all of our clients through the closeout and audit process.

Recent examples of closeout and audit support include our ongoing engagements with the City of Denham Springs, Louisiana, and Solid Waste Authority of Palm Beach County (PBCSWA), one of the largest municipal solid waste agencies in the country. PBCSWA incurred over \$40,000,000 in debris removal costs following Hurricane Irma, involving waste management and disposal on behalf of more than 30 municipalities. A complex project involving multiple project worksheets and over 150 invoices, Thompson was able to provide audit-ready projects requiring minimal closeout adjustments. Our consultants supported PBCSWA with project reporting and cost reconciliation as well as coordination with the State and FEMA throughout the closeout process.

## Contract History

Thompson Consulting Services has never failed to respond to a project or provide the goods for which it has been contracted, nor had any contract cancelled or terminated unfavorably. Furthermore, Thompson has never been removed or disqualified from a project.



# EXHIBIT 2-1:STAFF EXPERIENCE MATRIX



# STAFF EXPERIENCE MATRIX

## Grant Management Services

### Thompson Consulting Services

Event/Client	FEMA- DR	Site Inspections	Cost Estimating	Damage Descriptions	Project Scope of Work Development	Hazard Mitigation Proposals	Policy Guidance	Insurance Review	Category Z Support	Procurement Support / Review	Cost Analysis	Construction Management	Invoice, Cost Reconciliation, Project Accounting	Scope and Cost Alignment	Compliance Review	RFI / Closeout Support
<b>SEVERE STORMS 2023</b>																
<b>EVENT TOTAL FUNDING: \$50,000,000</b>																
Fort Lauderdale, FL	4709	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE IAN 2022 – 2023</b>																
<b>EVENT TOTAL FUNDING: \$75,000,000</b>																
Brevard County, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Daytona Beach, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Fort Lauderdale, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Ocoee, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Ormond Beach, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Port Orange, FL	4673	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE NICOLE 2022</b>																
<b>EVENT TOTAL FUNDING: \$70,000,000</b>																
Brevard County, FL	4680	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Ormond Beach, FL	4680	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Port Orange, FL	4680	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>WILDFIRES, FLOODING, MUDFLOWS &amp; STRAIGHT-LINE WINDS 2022</b>																
<b>EVENT TOTAL FUNDING: \$100,000,000</b>																
New Mexico Department of Transportation	4652	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE IDA 2021</b>																
<b>EVENT TOTAL FUNDING: \$250,000</b>																
Livingston Parish Sewer District, LA	4611	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>SEVERE WINTER STORM 2021</b>																
<b>EVENT TOTAL FUNDING: \$250,000</b>																
Livingston Parish Sewer District, LA	4590	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>COVID-19 PANDEMIC 2020</b>																
<b>EVENT TOTAL FUNDING: \$5,000,000</b>																
Fort Lauderdale, FL	4486	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE DELTA 2020</b>																
<b>EVENT TOTAL FUNDING: \$200,000</b>																
Livingston Parish Sewer District, LA	4570	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE LAURA 2020</b>																
<b>EVENT TOTAL FUNDING: \$27,200,000</b>																
Grant Parish, LA	4559	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Livingston Parish Sewer District, LA	4559	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Winn Parish, LA	4559	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE SALLY 2020</b>																

Event/Client	FEMA- DR	Site Inspections	Cost Estimating	Damage Descriptions	Project Scope of Work Development	Hazard Mitigation Proposals	Policy Guidance	Insurance Review	Category Z Support	Procurement Support / Review	Cost Analysis	Construction Management	Invoice, Cost Reconciliation, Project Accounting	Scope and Cost Alignment	Compliance Review	RFI / Closeout Support
<b>EVENT TOTAL FUNDING: \$110,000,000</b>																
Escambia County, FL	4564	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Livingston Parish Sewer District, LA	3543			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Orange Beach, AL	4563	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
<b>HURRICANE IRMA 2017</b>																
<b>EVENT TOTAL FUNDING: \$50,000,000</b>																
Daytona Beach, FL	4337			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Deland, FL	4337			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Fort Lauderdale, FL	4337	◆		◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆
Lakeland, FL	4337	◆		◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Ormond Beach, FL	4337			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Volusia, FL	4337	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆
Solid Waste Authority of Palm Beach Co., FL	4337			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
<b>SEVERE STORMS &amp; FLOODING 2016</b>																
<b>EVENT TOTAL FUNDING: \$37,000,000</b>																
Denham Springs, LA	4277	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Denham Springs Housing Authority, LA	4277						◆		◆	◆	◆	◆	◆	◆	◆	◆
Livingston Council on Aging, LA	4277			◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆
<b>HURRICANE HARVEY 2016</b>																
<b>EVENT TOTAL FUNDING:</b>																
Houston Housing Authority, TX	4332		◆			◆	◆		◆	◆	◆		◆	◆	◆	◆
<b>HURRICANE HERMINE 2016</b>																
<b>EVENT TOTAL FUNDING:</b>																
Pinellas County, FL	4280			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
<b>HURRICANE MATTHEW 2016</b>																
<b>EVENT TOTAL FUNDING:</b>																
Daytona Beach, FL	4283	◆		◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Deland, FL	4283	◆		◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Deltona, FL	4283			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Orange City, FL	4283			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Ormond Beach, FL	4283	◆		◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
Solid Waste Authority of Palm Beach Co., FL	4283			◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
St. Augustine, FL	4283	◆		◆	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆
<b>SEVERE STORMS &amp; FLOODING 2015</b>																
<b>EVENT TOTAL FUNDING: \$155,000,000</b>																
South Carolina Dept of Transportation	4241	◆	◆	◆	◆	◆	◆		◆	◆	◆		◆	◆	◆	◆
<b>WINTER STORMS 2014</b>																
<b>EVENT TOTAL FUNDING:</b>																
South Carolina Dept of Transportation	4166	◆	◆	◆	◆	◆	◆		◆	◆	◆		◆	◆	◆	◆
<b>SEVERE STORMS 2011</b>																
<b>EVENT TOTAL FUNDING: \$90,000,000</b>																
Tuscaloosa, AL	1971	◆		◆	◆	◆	◆			◆	◆			◆	◆	



# EXHIBIT 2-2: KEY PERSONNEL RESUMES

# Jon Hoyle

President

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BA: International Relations  
MBA: Management and Finance

## EXPERIENCE

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

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## 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 contactor 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.



# Oliver Yao

Vice President

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## 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 servers 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

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## 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 | CDBD Disaster Recovery | CDBG Housing

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

# Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## 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)



# John Kropog

## FEMA Consultant

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EXPERIENCE

17 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

Mr. Kropog is a disaster recovery expert with over 17 years of experience leading teams in the response and recovery of the hardest-hit communities where disasters have occurred including Hurricane Katrina, Rita, Gustav, Isaac, Laura and Ida in Louisiana, Sandy in New York, and Irma and Maria in Puerto Rico and the United States Virgin Islands as well as other disasters such as the Deepwater Horizon oil spill. He has worked to maximize and coordinate funding awards on behalf of FEMA, State, and local entities. John has successfully designed, developed, and delivered standard operating procedures, business processes and improvements, and compliance solutions. His approaches have secured billions in funding for his clients.

## PROJECT EXPERIENCE

**States of Mississippi & Louisiana, Hurricane & Tornado Disaster Recovery, 2021 - 2023** | As a Senior Disaster Recovery Manager, Mr. Kropog was responsible for serving client needs, seeing that all FEMA projects are completed accurately, timely and to maximize funding to clients. Mr. Kropog served as Debris Subject Matter Expert for three Parishes most impacted by Hurricane Ida and for the recovery of Sharkey County and the City of Rolling Fork, MS from catastrophic tornado damage. In this role, Mr. Kropog was responsible for ensuring all CAT A costs are recovered as well as performing the role of Project Manager for Private Property Demolition and Debris Removal Operations.

**State of California, COVID19 Pandemic Response, 2020 - 2021** | Mr. Kropog functioned as Senior Disaster Recovery and FEMA Public Assistance Consultant providing disaster recovery and resiliency consulting services to public school districts and community colleges in California in response to the COVID-19 Federal Disaster Declaration. Mr. Kropog provided advice and guidance in working with his clients to develop the most advantageous strategy for maximizing receipt of disaster recovery funding sources. He assisted in the identification of COVID-19 related expenditures and through his expertise in Federal disaster law, regulation and FEMA Public Assistance

policy and procedures, maximized the reimbursement of incurred expenses.

**United States Virgin Islands, Hurricanes Irma & Maria Special Recovery Projects, 2020 - 2021** | Mr. Kropog designed, developed and delivered funding strategies and performed both financial and inventory audits to ensure maximum funding for the client, Virgin Islands Housing Finance Authority (VIHFA) as a representative of the project's construction contractor and construction manager. This included funding acquisition of an additional \$10M of surplus inventory from the Emergency Housing and Roofing Virgin Islands (EHRVI) Program in St. Thomas and St. Croix, USVI on behalf of the VIHFA. He additionally identified and proposed a new and previously unidentified funding strategy to use CDBG-DR funds for the client to purchase the surplus materials from the EHRVI construction contractor.

**Puerto Rico, Hurricanes Irma & Maria Disaster Response** | Mr. Kropog supported APTIM's disaster response and recovery projects to include project management, grant management support, subject matter expertise and FEMA funding reimbursement for his clients, which were municipalities of Puerto Rico. He provided debris specific grant management support to Subgrantees, including compiling information from various agencies to develop damage descriptions and scopes of work to formulate project worksheets submitted to the

state and FEMA for review. He also provided coordination and Public Assistance guidance across multiple agencies.

**Hurricane Matthew, State of Florida FEMA PA and Hazard Mitigation Consulting 2016 – 2017** | Mr. Kropog served as Project Manager and Senior Consultant supporting seven Florida communities – the Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County in developing documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Mr. Kropog will work with the communities to develop Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

**Hurricane Hermine, Florida FEMA PA and Hazard Mitigation Consulting, 2016 -2017** | Mr. Kropog served as Project Manager supporting Pinellas County and the City of St. Petersburg, FL with FEMA PA and Hazard Mitigation consulting. Both jurisdictions performed debris removal and emergency protective measures following the event and also sustained damages to roads, buildings, vehicles, equipment, public utilities, storm water systems, and parks and beaches. In total, Thompson anticipates to prepare over 50 project worksheets totaling as much as \$10 million in FEMA Public Assistance funding.

**South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016** | Mr. Kropog served as Senior Consultant and Project Manager for the SCDOT and provides policy guidance and financial recovery support directly to SCDOT senior leadership while managing the agency's financial recovery efforts associated with the FEMA PA program. Mr. Kropog oversaw the grant management team responsible for developing project worksheets and coordinates with SCDOT, SCEMD and FEMA to submit all projects and supporting documentation to support funding obligation and audit. In this role, Mr. Kropog effectively implemented and managed newly instated components of the FEMA PA program, including the Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as the Permanent Work Pilot Program authorized under Section 428 of the Stafford Act.

**New York State Office of Emergency Management 2012 – 2014** | Mr. Kropog served as the Disaster Debris Task Force Lead supporting the New York State Office of Emergency Management (NYS OEM). In this capacity, Mr. Kropog oversaw

all of New York Applicant's Hurricane Sandy debris removal projects funded under the FEMA Public Assistance Program. In addition to managing the State's debris task force, Mr. Kropog coordinates debris removal programs with local applicants and federal agencies including FEMA, US Army Corps of Engineers (USACE), the Natural Resource Conservation Service (NRCS), and the US Coast Guard.

**FEMA Disaster Assistance Specialist 2011 – 2012** | Mr. Kropog worked with the Federal Emergency Management Agency's Region III office in Philadelphia, Pennsylvania. His responsibilities included writing, reviewing and processing project worksheets on behalf of FEMA. He was also tasked with ensuring all operations fall within FEMA guidelines for public assistance. In addition, Mr. Kropog managed processes involved in ensuring that all debris clearance, removal and disposal actions are reviewed and approved by the appropriate departmental leadership prior to approval and funding. This process includes collecting and maintaining all contracts and relative documentation for the debris Case Management files.

**Deputy Operations Section Chief 2010 – 2011** | In response to the BP Deepwater Horizon oil spill Mr. Kropog was deployed to serve as a Planning Chief to communities along the Gulf Coast and was later promoted to the Deputy Operations Section Chief. In these roles he facilitated and participated in planning meetings and operations briefings, and assisted in the development of Branch Action Plan for each Operational period. Mr. Kropog also served in a critical field capacity by developing booming strategies to protect shoreline, generated work assignments for boom crews, designed and managed staging areas to ensure all resources are ordered and available for support of the on-water operations, and allocated booming assets based on operational needs. During the de-mobilization of the BP response Mr. Kropog developed a plan and managed the demobilization and decontamination of over 375 vessels and 1000+ personnel. In addition, he created and implemented reporting and tracking procedures for data and resources and conducted field audits of contractor and sub-contractor invoices totaling over \$100 Million.

## TRAINING & CERTIFICATIONS

- IS-100: Introduction to Incident Command System
- IS-208: State Disaster Management
- IS-235: Emergency Planning
- IS-634: Public Assistance
- IS-700a: National Incident Management System
- IS-631: Public Assistance Operations I

# Hugh Bettendorf

## Grant Management Specialist

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EDUCATION

PHD: Business Administration  
MA: Business Administration  
Retired US Marine Corps

### EXPERIENCE

35 years

### PROGRAM EXPERIENCE

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

Mr. Bettendorf is a qualified team leader and grant management specialist with over 35 years of disaster recovery and program management experience. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

## PROJECT EXPERIENCE

**City of Fort Lauderdale, FL, Hurricanes Ian and Nicole & COVID-19, 2022 – 2023** | Mr. Bettendorf served as a grant management consultant assisting the City with the recovery of their FEMA Category A, B, C, D, E, F, & G projects. He developed project worksheets, cost analysis, attended FEMA meeting on scope and cost of project development and assisted the county with project reporting in preparation for their close out and audit needs. Mr. Bettendorf also assisted the city with its' COVID-19 pandemic response efforts which included approvals for a temporary non-congregate shelter to house vulnerable residents of the community.

- Developed a \$531 million obligated mitigation strategy to replace basic electrical meter to smart meters island wide.
- Conducted site inspection on electrical utility substation and connect transmission line looking for mitigation opportunities.

**Federal Emergency Management Agency, Program Manager/Task Leader, 2019 – 2021** | Mr. Bettendorf served as the FEMA primary point of contract to State and local governments on the Public Assistance grant process. He prepared comprehensive Project Workbooks to assist applicants in the Grants Process, ensured applicant projects comply with the standards of the Stafford Act, Public Assistance Program and Policy Guide, region, and other disaster specific guidance. Completed PDMG Task Book and Task Force Lead Task Book. For this work in 2020 and 2021, he received an Impact Award for exceeding job expectations. The tasks included, but were not limited to:

- Developed and recommended mitigation proposal for applicants in conjunction with repairs to reduce future damages
- Assisted in the review of 489 projects spanning all categories and lanes (Applicant Certified, Completed, Standard, and Specialized), resulting in \$33 million Public Assistance Grant funding to the State of South Dakota
- Reduced CRC project rejection by 30% by developing review checklist and training PDMG to utilize

## PREVIOUS RELEVANT EXPERIENCE

**SRQ Consilio LLC, Mitigation/Grant Management Specialist III – Hurricane Idalia, 2022 – 2023** | Mr. Bettendorf served as the primary consultant to recipients and applicants providing information about FEMA Public Assistance grant process for a \$10 Billion electrical utility project. Additionally, he coordinated Community Development Block Grants to offset applicant cost share and add resiliency to the community. Services provided included but not limited to:

- Developed \$3.4M in grants funding damages for Hernando County following Hurricane Idalia
- Supervised the Public Assistance Grant submission of \$1.3M for Waterleaf Community Development District for storm damage from Ian



# Diederick Bisset

Grant Management Specialist / Recovery Manager

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

BS: Fundamentals of Structural Engineering /  
Engineering Technology

## EXPERIENCE

16 years

## PROGRAM EXPERIENCE

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

Mr. Bisset is a Subject Matter Expert (SME) with experience in the construction industry through a variety of projects across the world and has extensive experience in the inspection, design and construction efforts on USAF facilities, buildings and airfield infrastructure. He has inspected multiple Department of State (DOS) and Department of Defense (DOD) facilities and assets across the globe and worked on multiple disasters in Public Assistance, Individual Assistance and Mitigation. His more recent deployments focused on determining industry standards proposed to be applied to critical facilities throughout the Caribbean which are eligible pursuant to FEMA Recovery Policy FP-104-009-5. Diederik has served as a SME in all capacities to include roles as a PDMG, Cost Analyst, Cost Estimator, Engineer and Policy Advisor and contributed to projects of +10 billion in successful Public Assistance Obligation. Mr. Bisset is experienced in Curriculum Development with a focus on training and staff development to include logistics, threat and vulnerability assessment, and operational planning. In this capacity he served as a trainer developing, coordinating, facilitating, and organizing comprehensive emergency operational planning and all Department of Defense (DOD) applications to include, Consultation, Teaming, Course Development, and Organizational Improvement. Diederik holds an active Secret Clearance with the Department of Defense (DOD) and a Public Trust Clearance with the Department of Homeland Security (DHS).

## PROJECT EXPERIENCE

**Puerto Rico, Hurricane Irma, Maria & Fiona, Public Assistance, 2018 – 2021** | Mr. Bisset served as project specialist and applicant representative in the federal funding process for the Commonwealth of Puerto Rico following Hurricane Irma, Maria and Fiona. He was the decision maker in the formulation of projects of over 10 billion dollars in Public Assistance and Hazard Mitigation. Mr. Bisset acted as the liaison and consultant with all project stakeholders to include leadership of private entities, corporations, the federal government and local government. His duties included project formulation, site inspections, procurement and scope of work, estimating, mitigation, benefit cost analysis, cost analysis and closeout.

**US Virgin Islands, Hurricane Irma and Maria Disaster Recovery, Public Assistance, 2018 – 2021** | Mr. Bisset served as a subject matter expert, engineer, and cost estimator for the U.S. Virgin Islands following Hurricane Maria and Irma. Mr.

Bisset assisted FEMA and the territory in Public Assistance recovery efforts and provided technical assistance in the development of over 229 project worksheets (PWs) for Hurricane Irma totaling over \$70M and over 662 PWs totaling over \$2.2B for Hurricane Maria. He facilitated and coordinated the delivery of grant funding while coordinating with the recipient and applicant priorities and provided consulting during the Public Assistance grant process, with a focus on scope survey, scope of work, and method repair.

**State of Louisiana and Florida, Public Assistance Consulting, 2008 – Present** | Mr. Bisset served as a primary consultant providing information about the Public Assistance, Individual Assistance and Mitigation grant process for various declared disasters including Hurricane Katrina in Louisiana and Hurricane Michael in Florida. He facilitated the delivery of grant funding while coordinating with the Recipient and Applicant priorities, understanding their capabilities and capacity to develop projects and participated in site

inspections. Mr. Bisset prepared comprehensive mitigation proposals to assist applicants in the prevention of future damages and ensured applicant projects were in compliance with the Stafford Act, Public Assistance Program and Policy Guide, region, and other disaster specific guidance. Additional duties included restoring facility to predicate design and function, including 406 PA hazard mitigation proposals and developing fixed-cost offer for large permanent work, Category C-G utilizing CEF including CEF Contingency Factor in accordance with section G of FEMA Recovery policy FP 104-009-7.

**United States Air Force, Emergency Management & Engineering Services, 2015 – Present** | Mr. Bisset served as an emergency management and engineering specialist and trainer for various government department and agencies including the Department of Defense, Army Corps of Engineers and FEMA. His roles and responsibilities included but were not limited to:

- Interpreted PAPPG in relation to Army Corps of Engineers
- Public Assistance Hazard Mitigation Interpretation Specialist
- Emergency Management, Civil/Structural Engineering, Engineering Specialist
- Manager of federal contingency operations
- Mobilize with Emergency Response Squadron for Global Disasters
- Inspect and maintain all USAF facilities, buildings and airfield infrastructure
- Direct and perform civil engineering design, drafting, surveying, and contract surveillance
- Workforce and Workspace Safety Instructor
- Formulated Project Worksheets (PWs) to include damages, a scope of work and cost estimates for repair or replacement of infrastructure
- Curriculum Development Specialist
- Training to include logistics, threat and vulnerability assessment, and operational planning
- GIS specialist
- ArcGIS specialist
- GeoExPT specialist

- Program development
- Federal grant compliance
- Stakeholder engagement
- Grant identification & writing
- Critical Infrastructure projects
- PMP
- RSMEANS
- Xactimate
- GIS
- ArcGIS
- GeoExPT
- P6

## TRAINING & CERTIFICATIONS

- CDBG Mitigation (CDBG-MIT)
- Benefit Cost Analysis (BCA)
- Project management
- Strategic planning
- Project Formulation

# Brooke Barrett

Disaster Recovery Specialist / FEMA Consultant

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

MS: Civil and Environmental Engineering  
MES: Environmental Science & Management  
BA: Chemistry

## EXPERIENCE

25 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

Mr. Barrett has over 25 years of experience assisting in program delivery supporting disaster response and recovery efforts, including FEMA 406, FEMA 404, and CDBG. He has over 10 years of experience in hazard mitigation analysis, including complex BCAs and cost estimating. Mr. Barrett specializes in site inspections, grant management consulting services including PW development, reporting and close-out as well as facilitating environmental, historical, and private non-profit considerations.

## PROJECT EXPERIENCE

**New Mexico Department of Transportation, FEMA PA 2022-2023** | Mr. Barrett served as the grant management specialist on behalf of the New Mexico Department of Transportation following severe wildfires and mudflows that affected communities across the State. Mr. Barrett was responsible for supporting 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, inspections, cost estimating, and closeout process. Projects included Categories A, B, C, and D, which total an estimated \$50 million.

## PREVIOUS RELEVANT EXPERIENCE

**City of Fort Myers, Florida, BJMC Global – FEMA Site Inspector, Hurricane Ian Recovery, 2023 - 2024** | Mr. Barrett served as a FEMA site inspector assisting the City during the recovery following Hurricane Ian. Mr. Barrett led site inspections of healthcare, waste and water facilities, city halls, recreational facilities, parks, police stations, fire stations, and documented damages. He managed all data to develop maps and reports for damaged facilities.

**City of Fort Lauderdale, Florida, DCMC Partners – Team Technical Group Lead / Hazard Mitigation, 2021 - 2023** | Mr. Barrett served as the technical group team lead on behalf of

the City of Fort Lauderdale. In this role he supported, managed, and tracked projects in the team portfolio; researched and developed well-supported and defensible assumptions regarding historic patterns of natural disaster impacts, risks, and other data; and researched flood risks using FEMA flood maps, property owner/expert surveys, and newly emerging state-of-the-art datasets and sources.

**St. Croix, Virgin Islands, Telesforo Consulting - Disaster Recovery Subject Matter Expert, Hurricane Maria Disaster Recovery, 2018 - 2019** | Mr. Barret served as a disaster recovery subject matter expert for the healthcare sector following Hurricane Maria's impacts on the Virgin Islands. He documented the dimensions of facilities and the extent of damage for completed work, including materials, as well as dimensions for work yet to be completed; supported the development of temporary facilities by coordinating with FEMA, USACE, and HHS; and supported the development of immediate and long-term tracking and planning efforts, including portfolio management tools.

**City of New Orleans, Louisiana, BBarrett Consulting – Disaster Recovery Consultant, 2010 - 2014** | Mr. Barret served as a consultant to the City of New Orleans providing services such as construction and portfolio management services for \$750M of reconstruction funding across approximately 25 educational facilities. During this period he routinely met with FEMA and GOHSEP to resolve issues, allocated costs including developing package backup documentation to facilitate program

reimbursements and closure, and monitored and addressed regulatory agency requirements.

**City of New Orleans, Louisiana, AECOM – FEMA Project Officer / Public Assistant Coordinator (PAC), Hurricane Disaster Recovery, 2005 - 2009** | Mr. Barret served as the FEMA project officer / public assistant coordinator consultant on behalf of the City of New Orleans following Hurricanes Katrina, Rita, Gustav and Ike. During this time, Mr. Barrett prepared, tracked, and managed FEMA Project Worksheets from beginning to closeout; assessed damages, developed scopes of work, and estimated project costs; identified hazard mitigation opportunities and drafted Hazard Mitigation Proposals; and researched and compiled codes and standards.

## TRAINING & CERTIFICATIONS

- Active Public Trust Security Clearance (DHS-FEMA)
- PMP – Project Management Professional Certification (PMI)
- CCM – Certified Construction Manager (CMAA)
- LEED Green Associate (USGBC)
- 30-hour Construction Safety Card (OSHA)
- FEMA Emergency Management Institute (EMI) coursework including:
  - IS-00100.c: Introduction to Incident Command System, ICS-100
  - IS-00276.a: Benefit-Cost Analysis Fundamentals
  - IS-00700.b: An Introduction to the National Incident Management System
  - IS-00393.b: Introduction to Hazard Mitigation
  - IS-01000: Public Assistance Program and Eligibility
  - IS-01002: FEMA Grants Portal-Transparency at Every Step
  - IS-01013: Costing- Estimates and the Cost Estimating Format
  - IS-01016: Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance Grants

# Christine Pulver

## Grant Management / Recovery Specialist

### FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

### EDUCATION

MA: Sustainability  
BA: Environmental Management

### EXPERIENCE

15 years

### PROGRAM EXPERIENCE

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

Ms. Pulver has over fifteen years of experience assisting local and state governments as well as non-profit organizations with assessment, research and planning needs and project management and consulting services including determining and claiming eligible costs under FEMA's Public Assistance program. She has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

## PROJECT EXPERIENCE

### City of Bentonville, AR, Severe Storms & Tornadoes, 2024 |

Ms. Pulver served as a grant management specialist assisting the City with the recovery of emergency and permanent work projects. She has supported the development of project worksheets and cost analysis and attended meetings with the City and FEMA to scope and review costs of project development. The City's damages included Categories A-G resulting from widespread debris, special debris removal programs, and damages to highly utilized park facilities (including world-renowned mountain biking trails), and infrastructure. The City's damages are currently estimated at \$2,200,000.

### New Mexico Department of Transportation, FEMA PA 2022 - 2023 |

The State of New Mexico was severely impacted by wildfires and mudflows that caused extensive damage throughout Mora and San Miguel Counties. Ms. Pulver served as the grant management specialist response on behalf of the NMDOT assisting impacted communities seek disaster cost reimbursement. Ms. Pulver was responsible for supporting 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.

## PREVIOUS RELEVANT EXPERIENCE

### Manhattan Strategy Group, USDA Project Contractor, Bethesda, MD, 2022 - 2023 |

Ms. Pulver served as a project contractor conducting on-site audits of businesses that accept Supplemental Nutritional Assistance Program (SNAP) Electronic Benefit Transfer (EBT) cards. She ensured programmatic compliance, educated the public on USDA regularity guidelines, and facilitated corrective actions when needed.

### Keystone Community Services, Basic Needs Program Director, St. Paul, MN, 2006 - 2021 |

Ms. Pulver served as the the basic needs program director on behalf of the Keystone Community Services. In this role she recruited, trained, and managed a team of 16 direct reports and 800+ volunteers; developed new processes, systems, and partnerships to maintain program funding; and directed and streamlined all aspects of strategic planning, day-to-day operations, financial management, fundraising, and service delivery.

## TRAINING & CERTIFICATIONS

- Graduate Certificate – Sustainable Cities & Communities, Harvard Extension School
- Graduate Certificate – Corporate Sustainability & Innovation, Harvard Extension School
- Graduate Certificate – Climate Change & Public Health, Yale University

# Jennifer Edwards

Grant Management / Recovery Specialist

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EDUCATION

MS: Science & Technology – Economic  
Development  
BA: English minor in Spanish

## EXPERIENCE

4 years

## PROGRAM EXPERIENCE

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

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

## PROJECT EXPERIENCE

**Brevard County, FL, Hurricane Ian and Tropical Storm Nicole, 2024** | Ms. Edwards served as a grant management specialist assisting the County with the recovery of emergency and permanent work projects. She developed project worksheets and cost analysis, attended FEMA meeting on scope and cost of project development, and assisted the County with project reporting in preparation for their close out and audit needs. The County's damages included all categories of work (Categories A-G) including widespread debris, special debris removal programs, traffic signs and signals, building and roof damages, utility damages and damages to park facilities, beaches and waterfront infrastructure. The County's combined damages related to Hurricane Ian and Tropical Storm Nicole are currently estimated at \$49,200,000.

## PREVIOUS RELEVANT EXPERIENCE

**Carlisle Thompson, LLC, FEMA Public Assistance – Hurricane Ian & COVID-19, 2023** | Ms. Edwards served as a project specialist implementing the steps required in the grant application process for Federal funding of FEMA Public Assistance, and ARPA for a variety of clients following Hurricane Ian and during recovery following COVID-19. Ms. Edwards developed Project Worksheets (PWS) for determining project eligibility, scopes of work and estimating costs and reviewed FEMA PA projects for reimbursement in force account labor, equipment, materials, contacts, and administrative costs.

**Grant Rite Management, FEMA Public Assistance, 2022** | Ms. Edwards served as a project specialist coordinating, developing and submitting streamlined projects through Grants Portal. She was responsible for coordinating with FEMA's PDMG for site inspections and conducting preliminary damage assessments (PDAs) with Federal, State and Local officials. Additional duties included responding to requests for documentation from applicants, ensuring the project's expenses are eligible activities, and meet all FEMA compliance requirements and coordinating SOW meeting with the applicant and town engineers for reimbursement eligibility for CAT E & F projects.

**ER Assist – Subcontractor to Florida Division of Emergency Management FDEM), 2022** | Ms. Edwards served in numerous roles such as project specialist, junior consultant, and validator during project operations under FDEM. She was responsible for conducting preliminary damage assessments (PDAs) in the field with Federal, State and local officials; developing Project Worksheets (PWS) to determine project eligibility, scopes of work and estimating costs; and reviewing FEMA PA projects for reimbursement in force account labor, equipment, materials, contacts, and administrative costs.

## TRAINING & CERTIFICATIONS

- Certificate in Fundamentals of Economic Development/ ED (Virginia Tech/Institute for Economic Development)
- FEMA Courses (In-Progress)



## JENNIFER EDWARDS

- Public Assistance and Policy
- Course in Fundamentals of Grant Management
- University Instructor (University of South Alabama, Mitchell College of Business)
  - MGT365 New Venture Development.
  - MGT345 Creativity and Innovation
  - MGT483 Social Entrepreneurship
  - MGT355 Legal and financial requirements for Entrepreneurs
  - MGT300 Management and Theory Practice
  - MGT347 Franchising



# Kenneth Duay

FEMA Consultant

## FIRM

Thompson Consulting Services  
2601 Maitland Center Parkway  
Maitland, Florida 32751

## EXPERIENCE

26 years

## PROGRAM EXPERIENCE

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

Mr. Duay has 26+ years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

## PROJECT EXPERIENCE

**Brevard County, FL, FEMA Consulting Services, Hurricane Ian & Tropical Storm Nicole, 2022 - 2023** | Brevard County was severely impacted by back-to-back disaster events Hurricane Ian and Tropical Storm Nicole. Mr. Duay served as a FEMA PA Consultant guiding the County through FEMA scoping meetings and exploratory calls as well as assisting in the processing of PW's for all categories of work (Categories A-G). The estimated damage for both disaster events is over \$49M.

**US Virgin Islands, FEMA PA Deployment, Hurricane Maria, 2019** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico and the Lesser Antilles. Mr. Duay served as the FEMA appointed Program Delivery Manager (PDMG) for the Special Support Schools Team on the island of St. Croix. He assisted the team throughout the PA grant process, including administration of the FEMA Grants Portal. Additionally, Mr. Duay reviewed and prepared project documentation for both force account and contract costs, conducted site inspections and prepared project scopes and cost estimates.

**City/ Parish of Baton Rouge, LA, FEMA PA Consulting, Severe Storms and Flooding, 2016 – 2018** | Mr. Duay served as a project specialist with the FEMA Special Support Group – Schools Team. Following the catastrophic flooding in the State, Mr. Duay created FEMA Cost Estimating Formats (CEFs) and

prepared Category B, E, and G PWs for the repairs of public and private schools in Baton Rouge.

**City of Austin, TX, FEMA PA Consulting, Severe Storms, Tornadoes and Flooding, 2016** | Mr. Duay served as a project specialist with FEMA Technical Support Group in Austin, Texas following severe storms and tornadoes that impacted the State. He prepared PWs totaling \$1 million for embankments in municipal and state parks, and worked with several other project teams across the State to prepare Cost Estimating Formats (CEFs) using the RS Means system.

**City of New York City, NY, Hazard Mitigation Consulting, Superstorm Sandy, 2014 - 2015** | Mr. Duay served as a Hazard Mitigation Specialist with the State of New York Division of Homeland Security and Emergency management following the aftermath of Superstorm Sandy. Mr. Duay created an estimated 35 hazard mitigation proposals, including estimates, for various public and private schools, NYC Department of Environmental Protection, housing authorities, sewer treatment plants, and other public facilities and parks. He also assisted in the preparation of PWs.

**Jefferson Parish Public Schools, LA, Recovery and PA Consulting, Hurricane Isaac, 2012-2013** | Mr. Duay served as a consultant and advocate for Jefferson Parish Public Schools in the aftermath of Hurricane Isaac. He reviewed insurance schedules, invoices and work orders, and project worksheets prepared for FEMA for accuracy and completeness. Mr. Duay coordinated campus and facility damage reviews for FEMA



Project Specialists and assisted with the final close-out process.

**Sewerage and Water Board of New Orleans (SWBNO), LA, Public Assistance Consulting, Hurricane Katrina, 2008-2012 |**

The City of New Orleans suffered catastrophic flooding that generated large amounts of debris following Hurricane Katrina. Mr. Duay served as the FEMA Public Assistance Coordinator for the SWBNO. He supervised and directed a team of professionals that created PWs totaling over \$ 396 million.

# SECTION 3

## Responsibility

### Firm Philosophy

#### Commitments, Capabilities & Differentiators

Thompson believes our clients deserve the most dependable, qualified, and knowledgeable disaster recovery firm in the industry, which is why we make careful and conscious contracting decisions and continuously invest in the advancement of our technologies and the abilities of our staff. In turn, these investments are passed directly on to the VCTC.

Our success can be attributed to the standards we uphold and the commitments we have made as a company to provide clients with the highest quality of disaster recovery services. These standards and commitments are what differentiate Thompson from other service providers. Thompson is an equal opportunity employer and complies to all applicable public, state, and federal policies.

**Complete Disaster Recovery Support Commitment:** To ensure our clients continue to receive the highest quality of service, Thompson applies a responsible approach to contracting by strategically pursuing contracts and adapting our level of service to the unique needs of each community we serve. While many firms deploy personnel tasked with implementing a cookie-cutter approach to navigating available grant programs, Thompson’s approach is scalable and tailored to the needs and requests of the VCTC. We are capable of providing any level of support from project formulation, cost estimating, engineering and mitigation consultation to limited services such as general policy guidance, and anything in between. The VCTC can rest assured Thompson will stand by its side through the toughest of times while maintaining a commitment to responsible contracting and cost reasonableness.



As a direct result of this commitment, clients across the Nation continue to choose Thompson as their disaster recovery services provider year after year. Many of our clients have retained Thompson’s FEMA public assistance consulting services for **12** years or more spanning multiple competitive procurements.

**Personnel Commitment:** 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. Much of our staff is credentialed with a combination of FEMA certifications that are crucial when responding to a disaster event, and yearly education and recertification are encouraged throughout our company. Thompson’s team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners maintaining an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

**Client Representation Commitment:** As leaders in the disaster response and recovery industry, Thompson is committed to representing the interests of clients at the state and federal level to maximize reimbursement and retain funding through the audit process. Thompson has recently elevated policy disputes on behalf of our clients and will ensure the VCTC receives the same level of support as the county and state-level agencies we represent across the country.

**Responsible Contracting Commitment:** As a **100%** employee-owned company, Thompson remains selective in the contracts we pursue and prioritizes our core values including integrity, excellence, and performance. While many other firms answer to corporate boards and shareholders, Thompson's highest commitment is to the communities we serve. To ensure that we can deliver the full force of manpower committed in our proposal, Thompson limits its stand-by contracts to ensure that we can respond to our clients immediately following a disaster event with the full manpower and resources required.

**100%**  
employee  
owned

**Nation-wide Support Commitment:** Thompson's consultants have performed disaster response and recovery services and grant administration services for over **60** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies across the United States. Thompson recognizes that each disaster situation is going to be different, so we leverage our extensive experience and capabilities and remain prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges.

Thompson utilizes in-person and remote staffing practices based on our clients' needs, which allows for cost-savings and a dedicated staff constantly on stand-by ready to assist with all aspects of disaster cost recovery. The following list of active grant consulting and disaster cost recovery projects has been provided as an example of our ability to respond to clients efficiently, no matter the location or size of disaster event.

- State of California: Disaster Recovery Services – CZU Lightning Complex, Diablo, Del Puerto, Crews, SCU Lightning Complex, Carmel, River, Dolan & Coleman Wildfires
- Lahaina, Hawaii: Disaster Recovery Services – Wildfire
- Las Vegas, New Mexico: FEMA Grant Management Assistance – Wildfires and Mudflows
- Topeka, Kansas: Disaster Recovery Services – Tornado
- Houston, Texas: FEMA Grant Management Assistance – Hurricane Beryl
- Bentonville, Arkansas: FEMA Grant Management Assistance – Severe Storm/Tornado
- Fort Lauderdale, Florida: FEMA Grant Management Assistance – Severe Flooding
- Valdosta, Georgia: Disaster Recovery Services – Hurricane Idalia
- San Juan, Puerto Rico: Disaster Recovery Services – Hurricanes Fiona & Irma

*Thompson is fully prepared to respond to both large and small disaster incidents, our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients. Thompson Consulting Services has never failed to respond to a client or had a contract terminated.*

## Financial Capability

Thompson has been in business for over **71** 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 has never declared bankruptcy or insolvency.

Thompson Holdings Revenue

2018 - 2022

2022	-	\$ 95,700,000
2021	-	\$ 97,600,000
2020	-	\$ 73,900,000
2019	-	\$ 70,000,000
2018	-	\$ 122,000,000

*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.*

## Litigation History

Thompson Consulting Services, LLC does not currently have and has not had in the previous five (5) years, any settled or pending litigation, claims, convictions, or violations; nor has Thompson Consulting Services been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications.

# SECTION 4

## Work Program

### Understanding

The Ventura County Transportation Commission (VCTC ) has suffered damages associated with high winds and floods that resulted from atmospheric river storms. As such, the VCTC is seeking to have a consulting firm under contract to provide disaster recovery consulting services pertaining to FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration.

The objective of this contract is to maximize funding recovery to the VCTC following an event by issuance of task orders for service on an as needed basis. Due to our extensive experience working across the United States, we are uniquely qualified to assist the VCTC and understand requested services may include, but not be limited to:

#### DISASTER FINANCIAL RECOVERY AND GRANT MANAGEMENT CONSULTING SERVICES

- Assist the VCTC with policy and regulation guidance and compliance.
- VCTC staff coordination and collaboration
- FEMA/ CalOES meeting support and attendance
- General policy/strategy support to maximize reimbursement.
- Documentation control, file retention and data management support
- Engineering/planning/permitting.
- Critical infrastructure reimbursement support
- Improved/alternate/hazard mitigation project identification and development.
- Project scope/project worksheet development
- Preparation of cost estimates and site assessments
- Project oversight to ensure federal compliance

#### ADDITIONAL CONSULTING, PAYROLL, PROCUREMENT AND EMERGENCY MANAGEMENT SUPPORT

- Financial payroll and grant management
- Procurement and contract management/monitoring support
- Information Technology and data management support
- Insurance and other funding support
- Hazard mitigation consultation and project management
- Emergency management support services
- CFR Part 200 compliance and procurement guidance
- Quarterly reporting
- Closeout and audit support

Thompson is prepared to support the VCTC in any capacity. The following task summaries provide an overview of our general approach to services, each is scalable to address the specific needs of the VCTC.

## Overview of Approach

Thompson has prepared the following implementation plan and schedule based on the information available from the solicitation, including both emergency and permanent work damages. While all disaster events are different and Thompson will scale our project plan and schedule depending on the VCTC’s actual needs, this plan serves as a sample timeline for full-service disaster reimbursement consulting support, from identification of damages and associated costs through project closeout and audit.

Following contract award and project kickoff, Thompson will coordinate with the VCTC to develop a plan and scope of work to include any level of support the VCTC desires, from high-level policy and strategic guidance to full-service administrative, accounting, consulting, planning and engineering and/or cost estimating support.

## Activation, Project Management & Reporting

Following contract award and project kickoff, Thompson will coordinate with the VCTC to activate the contract through a task order or purchase order. The task order will include an initial scope of work and budget estimate, typically for the first 30-days of the project. Utilizing task orders throughout various project phases will allow the VCTC to implement cost controls while having full transparency into Thompson’s operations and ensuring the contract value is appropriate for the actual level of effort required. As requested, depending on the level of support the VCTC requests, Thompson will provide:

- Project scopes and budgets, based on VCTC’s actual needs at various phases of the project.
- Weekly (or more often, as needed) Project Management meetings with Thompson Project Manager, lead consultant(s) and VCTC Project Manager or other representatives.
- Real-time project reporting, with status and notes for each pending project application.
- Quarterly reporting and other reporting required by state and federal agencies.

### Phase 1 – Initial Consultation, Data Collection & Submittal

#### Disaster Impact – 6 Months

In addition to providing continuing disaster recovery management support to the VCTC throughout this phase, Thompson will coordinate with FEMA and CalOES staff to respond to inquiries and facilitate an efficient project submittal, review, and approval process. Phase 1 tasks are detailed below:

Table 4-1: Phase 1 Task Summary

Tasks	Description	Performance Goals
1. Thompson & VCTC kickoff meeting	Initial meeting(s) to discuss VCTC’s damages, recovery status, needs, and POCs.	– Held within 1-week of notice-to-proceed.
2. Initial department-level consultation & data requests	Thompson will meet directly with departments which have potentially incurred eligible costs. We will provide guidance on FEMA eligibility policy, documentation requirements, and will seek to collect data and documentation currently available. This effort will be ongoing, as needed.	– Schedule and begin within 7 days of Kickoff Meeting. – Meet with all VCTC departments incurring potential damages/costs.

Tasks	Description	Performance Goals
3. FEMA exploratory call & recovery scoping meeting	Thompson will assist the VCTC in providing FEMA an initial list of damaged facilities and description of damages incurred.	<ul style="list-style-type: none"> <li>– Assist VCTC in providing FEMA with all required initial damage information.</li> </ul>
4. Damage inventory development	Typically prepared by FEMA immediately following the Recovery Scoping Meeting, Thompson will review all damages included in the Damage Inventory (submitted by the FEMA PDMG in Grants Portal) and will recommend additions and/or revisions based on the information discovered in Tasks 2-3.	<ul style="list-style-type: none"> <li>– Finalize draft damage inventory within 14 days of Recovery Scoping Meeting.</li> <li>– Capture all potential damages.</li> <li>– Coordinate with VCTC for approval prior to deadline.</li> </ul>
5. Damage inventory submittal	Thompson will assist the VCTC with upload and submittal of the Damage Inventory in the FEMA Grants Portal.	<ul style="list-style-type: none"> <li>– Within 60 days of Recovery Scoping Meeting.</li> </ul>
6. Data collection & preparation	Continuing coordination with VCTC departments and VCTC contractors, Thompson will proactively collect and prepare all documentation required for the VCTC’s projects. This includes payroll documentation, daily logs, contractor invoices, debris load tickets, and all other required documentation, dependent on the nature of the projects for which the VCTC is pursuing FEMA and/or FHWA funding.	<ul style="list-style-type: none"> <li>– Provide department-specific checklists for all data requests.</li> <li>– Collect all documentation to fulfill Grants Portal requirements.</li> <li>– Continuous support and coordination with VCTC staff.</li> </ul>
7. Permanent work site inspections / cost estimates	If applicable, Thompson will provide experienced cost estimators to perform site inspections and develop project repair/replacement estimates in accordance with FEMA and FHWA standards.	<ul style="list-style-type: none"> <li>– Provide qualified site inspectors/cost estimators.</li> <li>– Complete cost estimates within 2 weeks of site inspection.</li> </ul>
8. Hazard mitigation analysis	If the VCTC has suffered permanent work damages, Thompson will conduct a hazard mitigation analysis at each facility to determine whether infrastructure improvements may be made with the use of additional FEMA funding.	<ul style="list-style-type: none"> <li>– Provide hazard mitigation recommendations for each permanent work facility.</li> <li>– Initial recommendations provided within 2 weeks of site inspection.</li> </ul>
9. Project worksheet formulation	Thompson will prepare draft damage descriptions and scopes of work to accompany each PW. Though FEMA seeks to internalize this role, Thompson believes it is in the VCTC’s best interest to provide a complete and accurate ‘sample’ PW to FEMA. This narrative will accompany the information entered into Grants Portal, as described in Task 10, below.	<ul style="list-style-type: none"> <li>– For each project, develop a damage description and scope of work narrative to accompany Grants Portal entries.</li> <li>– Thompson’s goal is to submit within 10 days of receipt of all documentation for the specific PW.</li> </ul>
10. Grants Portal entry & project submittal	Once documentation is received, Thompson will respond to the Essential Elements of Information (EEI) questions in the FEMA Grants Portal. This ultimately provides FEMA’s Consolidated Resource Center (CRC) staff with the information required to finalize project worksheets. Additionally, Thompson will upload all required supporting documentation to ensure FEMA can expedite its review.	<ul style="list-style-type: none"> <li>– Fully respond to all EEI questions.</li> <li>– Upload of all required documents.</li> <li>– Continuous monitoring of Grants Portal project status.</li> <li>– Completed within 5 days of finalizing PW formulation, Task 9.</li> </ul>

## Phase 2 – Implementation & Administration

### 6 Months – 18 Months

Following the initial 6-month period of Phase 1 or earlier in some cases, Thompson understands most data will be available from the VCTC and its’ contractors. During Phase 2, Thompson will finalize all project worksheets and submit all required documents into Grants Portal. It is Thompson’s intention to submit projects as quickly as possible, while not sacrificing quality of work product and the opportunity to maximize funding for the VCTC. Additionally, Thompson will identify and pursue additional grant funding for the VCTC, including but not limited to the HUD CDBG-DR, FHWA-ER and FEMA-HMA grant programs.

By the end of Phase 2, Thompson will have provided the VCTC with audit-ready project worksheets for all applicable categories of work. Projects will be submitted in Grants Portal, along with all required supporting documentation, in a manner to expedite FEMA’s review and obligation process. Following the submittal of all projects in Grants Portal, Thompson’s primary focus will shift to responding to FEMA and CalOES requests for information (RFI’s), identifying and pursuing additional funding opportunities and preparing for final audit. Phase 2 tasks are detailed in the table below:

Table 4-2: Phase 2 Task Summary

Tasks	Description	Performance Goals
1. Procurement and contracting support	Assist the VCTC with existing contract review and management as well as procurement for additional needed goods and services. This may include solicitation development and/or contract review to ensure compliance with 2 CFR Part 200 and other applicable state and federal regulations.	<ul style="list-style-type: none"> <li>- Provide compliance review checklist.</li> <li>- Compile bid packages.</li> <li>- Supplier performance.</li> </ul>
2. Construction inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.	<ul style="list-style-type: none"> <li>- CE&amp;I reports.</li> <li>- Cost schedule and delivery detail.</li> </ul>
3. Quarterly reporting	The FEMA PA program and federal awards require preparation and submittal of quarterly reports, tracking project progress and expenditures to assist with the drawn down of funds. Thompson will assemble information for quarterly reporting.	<ul style="list-style-type: none"> <li>- Compilation of cost, schedule, and delivery detail.</li> <li>- Development of quarterly reports.</li> </ul>
4. Project worksheet version submission	Thompson anticipates the majority of the VCTC’s projects will be submitted by month 6. Any remaining projects, those either not completed and not appropriate to submit on estimates or those not fully documented during the previous phase, will be drafted and submitted once all required information is available.	<ul style="list-style-type: none"> <li>- For each project, develop a damage description and scope of work narrative to accompany Grants Portal entries.</li> <li>- Completed within 10 days of receipt of all documentation for the specific PW.</li> <li>- Finalize all PW submittals by the end of Phase 2.</li> </ul>
5. Grants Portal updates and project versioning	Once documentation is received, Thompson will respond to the Essential Elements of Information (EEI) questions in the FEMA Grants Portal. This ultimately provides FEMA’s Consolidated	<ul style="list-style-type: none"> <li>- Fully respond to all EEI questions.</li> <li>- Upload all required documents.</li> <li>- Continuous monitoring of</li> </ul>



Tasks	Description	Performance Goals
	Resource Center (CRC) staff with the information required to finalize project worksheets. Additionally, Thompson will upload all required supporting documentation to ensure FEMA can expedite its review.	Grants Portal project status. – Completed within 5 days of finalizing PW formulation, Task 4.
6. Financial reporting and reimbursement tracking	Provide VCTC leadership with transparency into their financial recovery as well as the opportunity to plan for pending reimbursements, Thompson will coordinate with the VCTC to develop and prepare financial reports and to draft an anticipated reimbursement schedule.	– Reimbursement schedule. – Cash flow projections.
7. Other funding opportunities	Whenever possible, Thompson will seek to identify and pursue other funding opportunities to assist the VCTC with its recovery. This may include FEMA Hazard Mitigation assistance and/or HUD-Community Development Block Grant Disaster Recovery (CDBG-DR) funding, among other opportunities.	– Provide a comprehensive listing of all grant funding opportunities for costs not eligible for FEMA PA reimbursement. – Develop and submit grant applications for additional funding programs.

### Phase 3 – Closeout & Audit Support

#### 12 Months – 24 Months

By Phase 3, or earlier, Thompson anticipates that all project worksheets and other grant applications will have been submitted for federal review. During Phase 3, Thompson’s priorities will be to continue responding to FEMA and CalOES RFIs and to ensure all projects are fully prepared for final closeout and audit. While Thompson is prepared to provide full-time on-site staff as needed, the final approach will be dictated by the actual needs of the VCTC. Thompson will adjust staffing levels to part-time and/or remote with periodic travel, if appropriate, to reduce the cost burden on the VCTC.

Thompson makes every effort to prepare audit-ready projects from the original Grants Portal submittal, though it may be necessary to produce additional documentation during FEMA and CalOES’s final review and/or prior to closeout and audit depending on the nature of the projects submitted. This information may include proof of payment, contract and procurement documents, final invoicing, project scope change requests, final cost reconciliation, hazard mitigation requests, and if necessary, project time extension requests.

Finally, Thompson will prepare the VCTC’s Category Z project, for the reimbursement of management costs associated with the administration of the VCTC’s FEMA PA efforts. Thompson’s timekeeping and invoicing system has been specifically developed to meet and exceed FEMA requirements, ensuring the development of the contracted cost Category Z PW will take no more than 48-hours from the time of Thompson’s final invoicing.

Table 4-3: Phase 3 Task Summary

Tasks	Description	Performance Goals
1. Closeout & audit support	With all projects submitted, Thompson will finalize preparation of closeout and audit	– Prepare final closeout/audit checklists for all PWs.

Tasks	Description	Performance Goals
	packages for each PW. This information will be submitted to CalOES and FEMA, as needed and be provided to the VCTC in electronic format if needed for future audit.	<ul style="list-style-type: none"> <li>– Submit quarterly reports to CalOES, as required.</li> <li>– Submit final closeout and audit packages.</li> </ul>
2. Final project inspections	Perform final inspections of large projects to ensure compliance with project schedules and grant program requirements.	<ul style="list-style-type: none"> <li>– Final inspection reports.</li> </ul>
3. Category Z, management cost project submittal	Thompson’s invoicing and time and expense reporting will facilitate efficient preparation of a Category Z PW. Within 48-hours of Thompson’s final invoice, the contracted costs for the Category Z PW will be prepared for submittal.	<ul style="list-style-type: none"> <li>– Submit contracted Cat Z Management Costs within 48-hours of final invoice.</li> </ul>
4. FEMA and CalOES coordination	As with the previous phases, Thompson will continue to coordinate with FEMA and CalOES during their final review and project obligations.	<ul style="list-style-type: none"> <li>– Respond to all FEMA and CalOES requests for information within 24-hours of receipt.</li> <li>– Continuously monitor FEMA and CalOES review, report to VCTC on a weekly basis.</li> </ul>

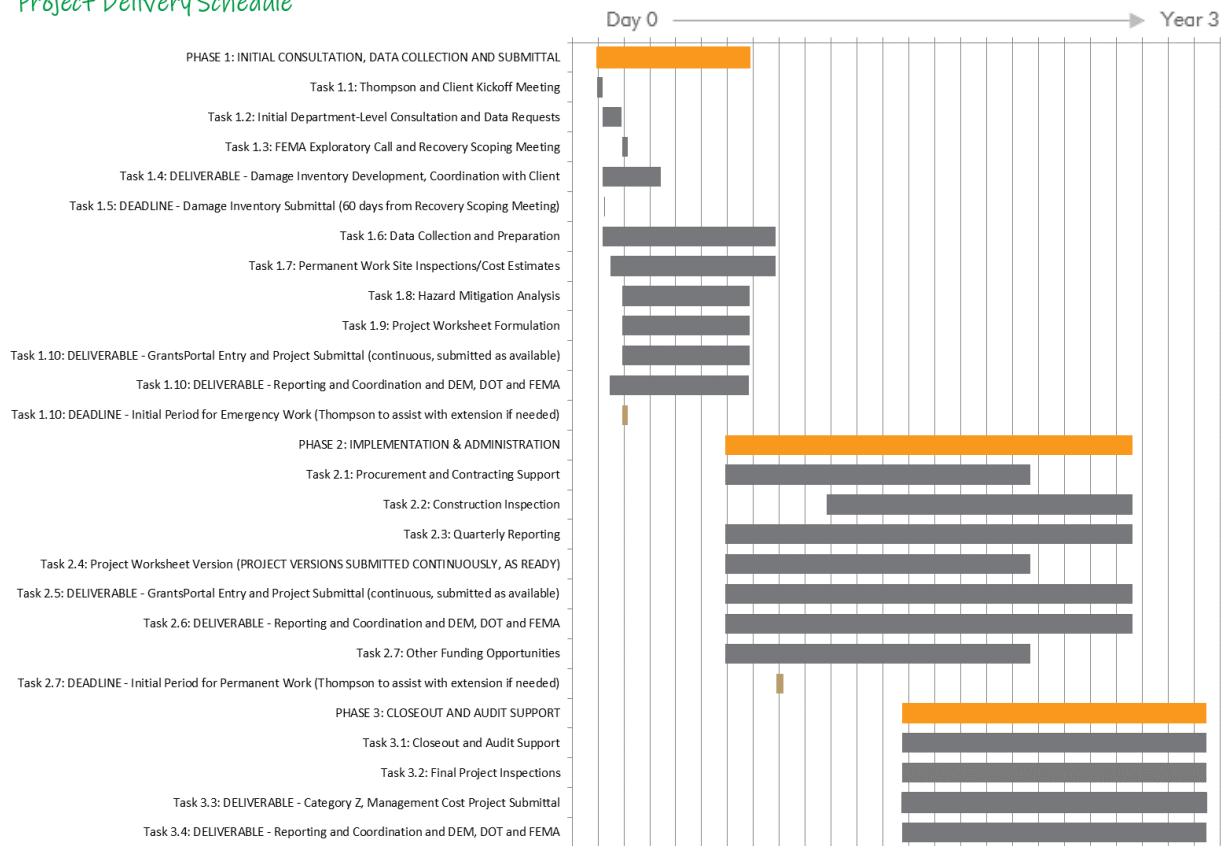
## Project Delivery Schedule

Thompson has provided the following project delivery schedule depicting the timeline for the tasks detailed above.

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Figure 4-1: Sample Project Delivery Schedule

Project Delivery Schedule



## Insurance & Other Funding Support

### Insurance Subrogation

Thompson will review insurance policies and reconcile insurance proceeds to ensure the VCTC’s funding is maximized while avoiding potential audit findings related to duplication of funds. Thompson has a proven track record of recovering insurance funding to maximize financial recovery for our clients while ensuring complete repair or replacement of damaged facilities. Our cost estimating team can provide detailed reports to exceed FEMA requirements and insurance provider expectations to best ensure the VCTC receives full reimbursement of all eligible and/or insured damages and associated repair or replacement costs.

### Hazard Mitigation & Long-Term Recovery Grant Management Support

Thompson’s approach to long-term recovery and FEMA Hazard Mitigation Grant Program (HMGP) grant management support will be driven by the specific requirements of the project(s) the Client is implementing. For example, a FEMA HMGP housing elevation or buy-out program will involve community outreach, homeowner consultation, appraisals, site surveys and other steps specific to the project scope of work. Construction projects related to economic development or hazard mitigation may

involve engineering and cost estimating support, construction management and inspection and procurement assistance. Other programs, such as HUD CDBG-DR, may sometimes serve only as supplemental funding to other recovery projects such as those funded under the FEMA PA program, as we have recently administered in Louisiana. As always, Thompson will scale the scope of work as necessary to meet the VCTC’s needs. In general, our approach to providing long-term recovery grant management services for programs such as HUD CDBG-DR and FEMA HMGP can be summarized as follows, though will be dependent on the VCTC’s actual needs.

Table 4-4: Hazard Mitigation / Long-Term Recovery Support – Approach to Services

Service	Description
1. Project identification and ranking	Collaborate with client representatives to identify and rank projects contributing to the long-term recovery of communities.
2. Long-term recovery planning	Assist officials in developing plans to execute priority projects.
3. Community outreach	Facilitation and management of community call centers and public outreach meetings, as required by these federal programs.
4. Benefit-cost analysis (BCA)	Utilize FEMA’s established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
5. Construction inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
6. Grant/program administration and financial reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
7. Engineering, design, and administrative cost recovery	Monitor and track reimbursable engineering and administrative costs to minimize client’s financial burden.
8. Interim and final project inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
9. Grant closeout services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.

## Procurement & Contract Management/Monitoring Support

Thompson maintains an active knowledge of federal contracting requirements, including 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. To ensure the VCTC is best able to obtain and retain federal funding, Thompson will assist the VCTC on an as-needed basis should the VCTC require procurement assistance or contract management/monitoring support. As always, our approach is scalable to the VCTC’s needs and may include a limited scope such as request for proposals (RFP) review, or full RFP/RFB development and contract management or monitoring to ensure contractors fully and appropriate complete contract requirements and invoicing in accordance with VCTC, State and Federal regulations.

## FEMA Portal & Reporting

In addition to a qualified and experienced grant management consulting team, Thompson has three separate departments dedicated to data management, GIS technology and database/software programming and development. Thompson has invested heavily in our ability to provide full in-house

support of any data management and reporting needs our clients may encounter. This ranges from real-time data reconciliation and contractor invoicing support to the ability to create and implement customized field site assessments and drone surveys or inspections.

Based on our client's needs, Thompson provides weekly or bi-weekly project reporting, with status and notes for each pending project application/worksheet as well as quarterly reporting and other reporting required by state and federal agencies. In order to promote complete project transparency, Thompson utilizes a combination of data from our in-house data team and the FEMA Grants Portal to support reporting. A key differentiator of Thompson is our dedication to client interaction and our ability to expand upon the basic worksheet status information provided within the FEMA Grants Portal.

Should the VCTC encounter a need to utilize additional technology to better administer response operations or manage long-term recovery projects, Thompson is fully prepared to develop these solutions.

# SECTION 5

## Requested Changes to Terms & Conditions

Thompson has thoroughly reviewed the VCTC's request for proposal and has no exceptions or changes to request of the VCTC at this time.



**EXHIBIT C**

**FEDERAL & STATE**  
**PROVISIONS**



## **EXHIBIT C**

### **FEDERAL/STATE PROVISIONS**

In the performance of Services under this Agreement, Consultant shall comply with the federal provisions and state provisions outlined in this Exhibit C and any and all other applicable federal/state laws and regulations, as they may be amended from time, and for which compliance is required as a condition of receiving federal funding.

#### **A. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. Consultant agrees to provide VCTC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Consultant agrees to provide the FEMA Administrator or authorized representative[s] access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, VCTC and Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **B. ANTI-LOBBYING AMENDMENT/ANTI-KICKBACK**

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- B. Consultant shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Consultant 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.

#### **C. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this

Agreement that is not disposed of by Agreement, shall be reviewed by VCTC'S Chief Financial Officer.

- B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D. Consultant and Subconsultant Agreement's, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by VCTC Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by VCTC at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
  - a. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

- I. Accepted rates will be as follows:
  - i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
- c. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
- d. Consultant may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO VCTC** no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between VCTC and the Consultant, either as a prime or Subconsultant, with the same fiscal period ICR.

#### **D. BONDING**

- A. Consultant shall obtain a performance bond from an admitted California surety for 100 percent of the contract price to secure fulfillment of all the Consultant's requirements under this Agreement.
- B. Consultant shall obtain a payment bond from an admitted California surety for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in this Agreement.
- C. The surety for such securities shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+.

#### **E. CERTIFICATION REGARDING LOBBYING**

Consultant certifies, 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 Consultant, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Consultant 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.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
  - a. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - b. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - c. Meeting contract performance requirements;
  - d. or At a reasonable price.
  - e. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**F. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- A. Clean Air Act. Consultant 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.
  - a. Consultant agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - b. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- B. Federal Water Pollution Control Act. Consultant 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.
  - a. Consultant agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - b. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**G. COMPLIANCE WITH FEDERAL LAW, REGULATION, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein.

**H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE**

- A. Overtime requirements. No Consultant or Subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any Subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and Subconsultant 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.
- C. 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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- D. Withholding for unpaid wages and liquidated damages. VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- E. Subcontracts. Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

Subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- F. Safety. The requirements of 40 U.S.C. 3704 are applicable to the work under this Agreement. These requirements provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. Consultant shall ensure that the work is completed under sanitary and safe conditions.

## **I. COPYRIGHT AND DATA RIGHTS**

The Consultant grants to VCTC, 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 Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the VCTC or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. 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 Agreement, the Consultant will deliver to VCTC data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by VCTC.

## **J. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to VCTC.
- D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **K. DEBARMENT AND SUSPENSION**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to and hereby does verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. Consultant's certification pursuant to this section is a material representation of fact relied upon by VCTC. If it is later determined that the Consultant 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 VCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Consultant certifies that Consultant has complied with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its bid offer was valid and shall comply throughout the period of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**L. DHS SEAL, LOGO, AND FLAGS**

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

**M. EQUAL EMPLOYMENT OPPORTUNITY**

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

- A. Consultant will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their status under the aforementioned categories. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin.
- C. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- D. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Consultant will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
  - a. *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
  - b. VCTC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally or state assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - c. VCTC will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of Consultants and Subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering



agency in the discharge of the agency's primary responsibility for securing compliance.

- d. VCTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and Subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, VCTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**N. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by VCTC's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- B. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
  - a. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC.
  - b. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

**O. FALSE OR FRAUDULENT CLAIMS TO FEDERAL GOVERNMENT**

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the VCTC, Consultant, or any other party pertaining to any matter resulting from the Agreement.

**Q. PROCUREMENT OF RECOVERED MATERIALS/DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. In the performance of this Agreement, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- D. In the performance of this Agreement, as appropriate and to the extent consistent with law, the non-Consultant shall, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

**R. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

- A. 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—
- B. 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 Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- b. Unless an exception in paragraph (c) of this clause applies, the Consultant and its Subconsultants 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
  - 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.

C. Exceptions.

- a. This clause does not prohibit Consultants from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
  - 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
    - ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- a. In the event the Consultant 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 Consultant is notified of such by a Subconsultant at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Consultant shall report the following information pursuant to paragraph (d)(1) 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 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

## **S. RETENTION OF RECORD/AUDITS**

- A. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and VCTC shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. Consultant agrees to permit any of the above-listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **T. STATE PREVAILING WAGE RATES/DAVIS BACON**

- A. No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional / District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be

applicable to all inspection work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction Consultant or one of its Subconsultants solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

- a. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - i. The information contained in the payroll record is true and correct.
  - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
  - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
  - iii. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.
- c. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10)

calendar days after receipt of a written request.

- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.
  - e. The Consultant shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - f. The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.
- F. Penalty
- a. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  - b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
  - c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day

or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

- d. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:
  - i. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - ii. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - iv. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- G. Pursuant to Labor Code §1775, VCTC shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- H. If VCTC determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if VCTC did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by VCTC.
- I. To the extent applicable, Consultant must ensure compliance with the Davis-Bacon Act (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"). In accordance with the statute, Consultant shall 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, Consultant shall pay wages not less than once a week.

# EXHIBIT D

## RATE SCHEDULE

Table 1-1: Proposed Hourly Rates<sup>1</sup>

<b>Positions</b>	<b>Hourly Rates</b>
1. Program Manager	\$ 144.16
2. Recovery Consultant	\$ 137.36
3. Damage Assessment Estimator	\$ 100.24
4. Data Analyst	\$ 70.44
5. Data/Document Manager	\$ 85.00
6. Project Engineer/Construction Manager	\$ 150.45

<sup>1</sup> All travel expenses (air fare, lodging, car rental, fuel, etc.) shall be reimbursed based on actual cost. Meal reimbursement shall be made at GSA reimbursement rates for per diem.