Certified: --

**E-126-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026
4:41 PM

## NIFS ID: CLPW26000020

Capital:

Contract ID #: **CQPW21000021**
NIFS Entry Date: **09/17/2026**
DPW Contract Number: **H10003-01CH**

## Department: Public Works

Service: **Disaster Debris Monitoring Services-H10003-01CH Amendment No. 1**
Term: from **12/14/2026** to **06/14/2028**
Contract Delayed:

| | | |
|---|---|---|
| Slip Type: **Amendment** | | |
| CRP: | | |
| Time Extension: **X** | | |
| Addl. Funds: | | |
| Blanket Resolution: | | |
| Revenue: | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|---|
| 1) Mandated Program: | **No** |
| 2) Comptroller Approval Form Attached: | **No** |
| 3) CSEA Agmt. & 32 Compliance Attached: | **No** |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | **No** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Thompson Consulting Services, LLC** | ID#:**452015453** |
| Main Address: **2601 Maitland Center Parkway Maitland, FL 32751** | |
| Main Contact: **Hannah Fleming** | |
| Main Phone: **(407) 792-0018** | |

| **Department:** |
|---|
| Contact Name: **Saji Varughese** |
| Address: **Nassau County Dept. of Public Works 1194 Prospect Ave Westbury, NY 11590** |
| Phone: **(516) 571-9651** |
| Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov** |

# Contract Summary

| |
|---|
| **Purpose:** This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County. |
| **Procurement History:** An RFP was issued on 5/15/20, four proposals received and evaluated. The Technical Review Committee recommended Thompson Consulting Services, LLC as one of three vendors selected as best value to the County to provide the required services under the agreement. |
| **Description of General Provisions:** Amendment No. 1 for Thompson Services, Inc. to assist in monitoring of disaster relief efforts |

involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.

**Impact on Funding / Price Analysis:** No impact on Funding. Extension of time only.

**Change in Contract from Prior Procurement:** The term of the original Agreement was extended by letter through December 14, 2026. Amendment No. 1 seeks to extend the term for an additional eighteen months whereas the new termination date shall be June 14, 2028.

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 04/14/2022

Original procurement method: RFP

**MWBE Participation:**

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|---|---|---|---|---|---|---|---|---|
| GEN | 01 | 0175 | DE | PWGEN0175 | DE500 | PWGEN0175 DE500 | 02 | $0.01 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$0.01** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 109 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.01 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$0.01** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Loretta Dionisio | 09/18/2026 07:35AM | Approved |
| NIFS Final Approval | Loretta Dionisio | 09/18/2026 07:35AM | Approved |
| Final Approval | Loretta Dionisio | 09/18/2026 07:35AM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Michele Darcy | 09/18/2026 01:53PM | Approved |
| RE & Insurance Verification | Shannon Molloy | 09/18/2026 09:46AM | Approved |
| NIFS Approval | Mary Nori | 09/21/2026 10:10AM | Approved |
| Final Approval | Mary Nori | 09/21/2026 10:10AM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 09/18/2026 09:11AM | Approved |
| NIFA Approval | Irfan Qureshi | 09/18/2026 03:50PM | Approved |
| Final Approval | Irfan Qureshi | 09/18/2026 03:50PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Robert Cleary | 09/21/2026 12:58PM | Approved |
| DCE Compliance Approval | Robert Cleary | 09/21/2026 12:58PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 09/21/2026 04:25PM | Approved |
| Final Approval | Arthur Walsh | 09/21/2026 04:25PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 09/21/2026 04:34PM | Approved |
| **Legislature** | | | |
| Final Approval | | | In Progress |
| **Comptroller** | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |

| | | | |
|---|---|---|---|
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| **NIFA** | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THOMPSON CONSULTING SERVICES, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Thompson Consulting Services LLC, to provide disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Thompson Consulting Services LLC

# AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Thompson Consulting Services, LLC.**, having its principal office at 2601 Maitland Center Parkway, Maitland, FL 32751, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW21000021 between the County and the Firm, executed on behalf of the County on December 15, 2021, and extended by letter through December 14, 2026(the "Original Agreement"), the Firm under the Original Agreement, agreed to perform disaster-related debris monitoring services consisting of as a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. The specific work divisions and deliverables related to this project are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from December 15, 2021, (the "Commencement Date") and terminate three (3) years from the execution date (the "Expiration Date") with the Department at its sole discretion, having the right to extend the Agreement for an additional two (2) times one (1) year each by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment, as full compensation for the Services, was One Million, Dollars and No Cents ($1,000,000.00), (the "Maximum Amount").

WHEREAS, the term of Agreement was extended by letter through December 14, 2026 (the "Extended Expiration Date").

WHEREAS, the County and the Firm desire to Amend the Agreement to extend the term of the Agreement; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by Eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment, shall be June 14, 2028 (the "Amended Expiration Date").

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

By: _____
Name: Jon Hoyle
Title: President
Date: 8/21/2026

County of Nassau

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE )

On the 21st day of August in the year 2026 before me personally came Jon Hoyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Thompson Consulting Services, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Lydia Pena

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

# Contract Approval Request Form (As of January 1, 2015)

**1. Vendor: Thompson Consulting Services, LLC**

**2. Amount requiring NIFA approval:** $0.01

**Amount to be encumbered:** $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term: 12/14/2026 to 06/14/2028**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

| | | |
|---|---|---|
| General Fund (GEN) | X | Grant Fund (GRT) |
| Capital Improvement Fund (CAP) | | Other |

| | |
|---|---|
| Federal % | 0 |
| State % | 0 |
| County % | 100 |

| | |
|---|---|
| Is the cash available for the full amount of the contract? | No |
| If not, will it require a future borrowing? | No |
| Has the County Legislature approved the borrowing? | N/A |
| Has NIFA approved the borrowing for this contract? | N/A |

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

| | |
|---|---|
| Nassau County Attorney as to form | Yes |
| Nassau County Committee and/or Legislature | |

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

| Contract ID | Posting Date | Amount Added in Prior 12 Months |
|---|---|---|

## AUTHORIZATION

**To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.**

IQURESHI 09/18/2026

***Authenticated User*** ***Date***

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## COMPTROLLER'S OFFICE

**To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.**

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

***Authenticated User*** ***Date***

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## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

***Authenticated User*** ***Date***

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

# Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joey Huettemann state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Thompson Consulting Services, LLC

Vendor's Address: 2601 Maitland Center Parkway Maitland FL US 32751

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 09/04/2026 08:41:10 am

Lobbyist Registration and Disclosure Form: 09/04/2026 08:41:50 am

Business History Form certified: 09/04/2026 08:43:11 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/09/2026 02:32:49 pm

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | John H Baker III [JBAKER@THOMPSONENGINEERING.COM] |
| Date Certified | 09/03/2026 09:55:23 am |

| | |
|---|---|
| Principal Name | Mike Manning [MMANNING@THOMPSONENGINEERING.COM] |
| Date Certified | 08/28/2026 05:20:14 pm |

| | |
|---|---|
| Principal Name | Chad Brown [CBROWN@THOMPSONHOLDINGSINC.COM] |
| Date Certified | 09/03/2026 03:29:43 pm |

| | |
|---|---|
| Principal Name | Nathaniel Counsell [NCOUNSELL@THOMPSONCS.NET] |
| Date Certified | 09/03/2026 12:45:03 pm |

| | |
|---|---|
| Principal Name | Jon Hoyle [JHOYLE@THOMPSONCS.NET] |
| Date Certified | 08/28/2026 07:04:55 pm |

I, Joey Huettemann hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Joey Huettemann JHUETTEMANN@THOMPSONCS.NET

*Name*

Accounting and Contracts Manager

*Title*

Thompson Consulting Services, LLC

*Name of Submitting Entity*

09/10/2026 04:11:20 pm

*Date*

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/12/2026

1) Proposer's Legal Name: Thompson Consulting Services, LLC

2) Address of Place of Business: 2601 Maitland Center Parkway

City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Thompson Consulting Services, LLC is a subsidiary of Thompson Holdings.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Thompson will comply with all laws and regulations regarding conflict of interest and will adopt conflict of interest procedures as necessary.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/25/2011

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. No persons have a financial interest in the company. Thompson is an ESOP employee stock ownership company.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
Nate Counsell, Vice President
2601 Maitland Center Parkway, Maitland, FL 32751
Chad Brown, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606
Jon H. Baker, III, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606
Michael Manning, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

868

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Documentation of Qualifications and Experience attached.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

15

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Evidence of firm's capacity and reliability attached.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | |
|---|---|
| Company | Aransas County Environmental Health Department |
| Contact Person | Valerie Gonzalez |
| Address | 2840 HWY 35 N |

| | | | |
|---|---|---|---|
| City | Rockport | State/Province/Territory | TX |
| Country | US | | |
| Telephone | (946) 330-6322 | | |
| Fax # | | | |
| E-Mail Address | vgonzalez@aransascounty.org | | |

| | |
|---|---|
| Company | Solid Waste Authority of Palm Beach County, Florida |
| Contact Person | John Archambo |
| Address | 7501 N. Jog Road |

| | | | |
|---|---|---|---|
| City | West Palm Beach | State/Province/Territory | FL |
| Country | US | | |
| Telephone | (516) 315-2010 | | |
| Fax # | | | |
| E-Mail Address | jarchambo@swa.org | | |

| | |
|---|---|
| Company | SC Department of Transportation |
| Contact Person | David Cook |
| Address | 955 Park Street |

| | | | |
|---|---|---|---|
| City | Columbia | State/Province/Territory | SC |
| Country | US | | |
| Telephone | (803) 737-1290 | | |
| Fax # | | | |
| E-Mail Address | cookdb@scdot.org | | |

I, Joey Huettemann , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joey Huettemann , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Thompson Consulting Services, LLC

Electronically signed and certified at the date and time indicated by:
Joey Huettemann JHUETTEMANN@THOMPSONCS.NET

Accounting and Contracts Manager
Title

09/04/2026 08:43:11 am
Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joey Huettemann [JHUETTEMANN@THOMPSONCS.NET]

Dated: 09/04/2026 08:41:10 am

Vendor: Thompson Consulting Services, LLC

Title: Accounting and Contracts Manager

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Chad Brown
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Road, Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4077920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type Other
Description Manager
Start Date 04/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Chad Brown , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Chad Brown , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Thompson Consulting Company LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Chad Brown CBROWN@THOMPSONHOLDINGSINC.COM

Manager

Title

09/03/2026 03:29:43 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John H. Baker III
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Road, Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4077920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type Other
Description Manager
Start Date 04/04/2011

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John H Baker III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John H Baker III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Thompson Consulting

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John H Baker III JBAKER@THOMPSONENGINEERING.COM

Manager

Title

09/03/2026 09:55:23 am

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Jon Hoyle
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2601 Maitland Center Parkway
   City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751
   Country US
   Telephone: 4077920018

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | 04/24/2020 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jon Hoyle , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jon Hoyle , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Thompson Consulting Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jon Hoyle JHOYLE@THOMPSONCS.NET

President

Title

08/28/2026 07:04:55 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Mike Manning
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Rd., Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4074920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type: Other
Description: Manager
Start Date: 04/04/2011

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mike Manning , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mike Manning , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thompson Consulting Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mike Manning MMANNING@THOMPSONENGINEERING.COM

Manager

Title

08/28/2026 05:20:14 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nathaniel Counsell
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2601 Maitland Center Parkway
   City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751
   Country US
   Telephone: 4076192781

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | 08/01/2011 |
| Chief Financial Officer | | Partner | |
| Vice President | 05/01/2011 | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nathaniel Counsell , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nathaniel Counsell , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thompson Consulting Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nathaniel Counsell NCOUNSELL@THOMPSONCS.NET

Vice President

Title

09/03/2026 12:45:03 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Thompson Consulting Services, LLC

Address: 2601 Maitland Center Parkway

City: Maitland State/Province/Territory: FL Zip/Postal Code: 32751

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Board of Managers Additional Information Sheet_Online Submittal (2) (1).pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

There are no shareholders, members, or partners as Thompson is an ESOP or employee stock ownership firm.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. Neither Thompson Engineering nor Watermark Design will take part in this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joey Huettemann [JHUETTEMANN@THOMPSONCS.NET]

Dated: 09/09/2026 02:32:49 pm

Title: Accounting and Contracts Manager

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

# BOARD OF MANAGERS

1. Jon Hoyle, President
   2601 Maitland Center Parkway, Maitland, FL 32751

2. Nate Counsell, Vice President
   2601 Maitland Center Parkway, Maitland, FL 32751

3. Chad Brown, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

4. Jon H. Baker, III, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

5. Michael Manning, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2026

**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).**

| PRODUCER | CONTACT NAME: Patty Savage | |
|---|---|---|
| Arthur J. Gallagher Risk Management Services, LLC<br>760 Howard Avenue, 2nd Floor<br>P. O. Box 250<br>Biloxi MS 39530 | PHONE (A/C, No, Ext): 800-277-0856 | FAX (A/C, No): 228-863-1957 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Scottsdale Insurance Company | 41297 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

**COVERAGES** **CERTIFICATE NUMBER:** [redacted] **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 | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | [redacted] | 2/1/2026 | 2/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$ 5,000,000<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | | | | [redacted] | 2/1/2026 | 2/1/2027 | Per Claim/Agg<br>Per Claim/Agg | $5 mil/$10 mil<br>$5 mil/$10 mil |

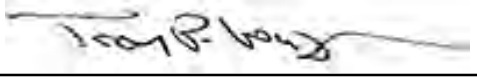
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THOMENG-01 KCROSBY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

**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).**

| PRODUCER | CONTACT NAME: Kirsten Crosby | |
|---|---|---|
| PGIS, LLC dba Turner Insurance & Bonding Co.<br>PO Drawer 230789<br>Montgomery, AL 36123 | PHONE (A/C, No, Ext): (334) 386-3968 | FAX (A/C, No): |
| | E-MAIL ADDRESS: kcrosby@turnerfirst.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Zurich American Insurance Co. | 16535 |
| INSURED | INSURER B : | |
| Thompson Consulting Services, LLC<br>2601 Maitland Center Parkway<br>Maitland, FL 32751 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | [redacted] | 2/1/2026 | 2/1/2027 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N | N / A | | [redacted] | 2/1/2026 | 2/1/2027 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Commercial Auto | | | [redacted] | 2/1/2026 | 2/1/2027 | Various deductibles | |

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

**CERTIFICATE HOLDER**

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

**CANCELLATION**

**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**

David J Durden


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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jon Hoyle, President — 08/12/2026

Name and Title of Authorized Representative — m/d/yy

Jon Hoyle (Aug 12, 2026 16:45:02 EDT) — 08/12/26

Signature — Date

Thompson Consulting Services, LLC

Name of Organization

2601 Maitland Center Parkway, Maitland, FL 32751

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

December 31, 2025

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

Att. John Hoyle

Re: Disaster Debris Monitoring Services
Agreement No.: H10003 01CH
Civil/Site Construction Management,
Encumbrance No.: CQPW21000021
**Extension of Time**

To Whom It May Concern:

The subject agreement was scheduled to terminate on December 14, 2025. As per the verbal agreement on November 15, 2025, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H610003 01CH for one (1) Year, from December 14, 2024, with a new expiration date of December 14, 2026. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:df
Attachment
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Services Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant IV, Office of the Comptroller
Judy Scarlett, Auditing Assistant II, Office of the Comptroller

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

February 19, 2025

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

Att: John Hoyle

Re: Disaster Debris Monitoring Services
Agreement No.: H10003 01CH
Civil/Site Construction Management,
Encumbrance No.: CQPW21000021
**Extension of Time**

To Whom It May Concern:

The subject agreement was set to terminate on December 14, 2024. As per the verbal agreement on November 15, 2024, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H610003 01CH for one (1) year, from December 14, 2024, with a new expiration date of December 14, 2025. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Acting Commissioner of Public Works

MK:TMG:pl
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant III
Judy Scarlett, Field Auditor II

**E-135-21**
Certified: 16-DEC-21 -- BJANOWITZ

## NIFS ID:CQPW21000021 Department: Public Works

**Capital:**

SERVICE: Disaster Debris Monitoring Services-H10003-01CH

Contract ID #:CQPW21000021 NIFS Entry Date: 03-AUG-21 Term: from to

| |
|---|
| New |
| Time Extension: |
| Addl. Funds: |
| Blanket Resolution: |
| RES# |

| | |
|---|---|
| 1) Mandated Program: | N |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | Y |
| 4) Material Adverse Information Identified? (if yes, attach memo): | N |
| 5) Insurance Required | Y |

| **Vendor Info:** | |
|---|---|
| Name: **Thompson Consulting Services, LLC** | Vendor ID#: [redacted] |
| Address: 2601 Maitland Center Parkway Maitland, FL 32751 | Contact Person: Jon Hoyle |
| | Phone: 407-792-0018 |

| **Department:** |
|---|
| Contact Name: Saji Varughese |
| Address: NCDPW<br>1194 Prospect Ave.<br>Westbury, NY 11590 |
| Phone: 5165719651 |

# Routing Slip

| | | |
|---|---|---|
| **Department** | **NIFS Entry: X** | **03-AUG-21 -- LDIONISIO** |
| **Department** | **NIFS Approval: X** | **03-AUG-21 -- RD'ALLEVA** |
| **DPW** | **Capital Fund Approved:** | |
| **OMB** | **NIFA Approval: X** | **10-AUG-21 -- CNOLAN** |
| **OMB** | **NIFS Approval: X** | **03-AUG-21 -- NGUMIENIAK** |
| **County Atty.** | **Insurance Verification: X** | **03-AUG-21 -- AAMATO** |
| **County Atty.** | **Approval to Form: X** | **03-AUG-21 -- DGRIPPO** |
| **CPO** | **Approval: X** | **13-AUG-21 -- PARJUNE** |

| | | |
|---|---|---|
| **DCEC** | **Approval: X** | **20-AUG-21 -- RCLEARY** |
| **Dep. CE** | **Approval: X** | **20-AUG-21 -- BSCHNEIDER** |
| **Leg. Affairs** | **Approval/Review: X** | **02-SEP-21 -- JSCHANTZ** |
| **Legislature** | **Approval: X** | **14-SEP-21 -- CALBERT** |
| **Comptroller** | **Deputy: X** | **14-OCT-21 -- JSCHOEN** |
| **NIFA** | **NIFA Approval: X** | **08-DEC-21 -- MWORSHAM** |

## Contract Summary

| |
|---|
| **Purpose:** Agreement with Thompson Consulting Services, LLC is to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County. |
| **Method of Procurement:** RFP was issued 5/15/20 |
| **Procurement History:** RFP issued 5/15/20 - four proposal received. Thompson Consulting Services was one of three vendors selected. |
| **Description of General Provisions:** Thompson Consulting Services shall assist in the management of disaster relief efforts involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties. |
| **Impact on Funding / Price Analysis:** The maximum amount of this agreement is $1 million per year for a term of 36 months, with an option to renew for two (2) one (1) year terms, for a total maximum of $5 million. Anticipated MWBE utilization is 20%. |
| **Change in Contract from Prior Procurement:** N/A |
| **Recommendation: (approve as submitted)** Approve as submitted |

## Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | **PW01** |
| Resp: | **0175** |
| Object: | **DE500** |
| Transaction: | **CQ** |
| Project #: | |
| Detail: | |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract: | |
| County | $ 0.01 |
| Federal | $ 0.00 |
| State | $ 0.00 |
| Capital | $ 0.00 |
| Other | $ 0.00 |
| **TOTAL** | $ **0.01** |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | PWGEN0175/DE500 | $ 0.01 |
| | | $ 0.00 |
| | | $ 0.00 |
| | | $ 0.00 |
| | | $ 0.00 |
| | | $ 0.00 |
| | **TOTAL** | $ 0.01 |

RULES RESOLUTION NO.  – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND THOMPSON CONSULTING SERVICES, LLC.

WHEREAS, the County has negotiated a personal services agreement with Thompson Consulting Services, LLC for disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Thompson Consulting Services, LLC.

Nassau County, NEW YORK

**Contract for Services**

*For*

**Disaster Debris Monitoring Services**

**H10003 01CH**

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**Appenidix L** ..... **Certificate of Compliance - Living Wage Law**

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Thompson Consulting Services, LLC, a disaster Monitoring firm having its principal office at 2601 Maitland Center Parkway Maitland, FL 32751 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two one (1) year term by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall, with the exception of the price adjustment for renewal as described hearin, be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris monitoring services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B". Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Consultant shall submit the requested price adjustments to the County's designated contract administrator ninety days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of

funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and

to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive

Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(a) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection

with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(b) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection.

A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreementunless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Thompson Consulting Services LLC

By: _____
Name: Jon Hoyle
Title: President
Date: 8/2/2021

NASSAU COUNTY

By: _____
Name: BRIAN J. SCHNEIDER

Title: Deputy County Executive
Date: 12-15-2021

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Florida)
)ss.:
COUNTY OF ~~NASSAU~~ Orange)

On the 2nd day of August in the year 2021 before me personally came Jon Hoyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Thompson Consulting Services, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lydia Pena
NOTARY PUBLIC

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 15 day of December in the year 2021 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County o[redacted] he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

**Exhibit A**

**Detailed Scope**

Disaster Debris Monitoring Services

Basic Services of the Firm

I. SCOPE OF SERVICES

## INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County intends to procure one or more highly experienced and highly qualified Disaster and Debris Monitoring Consultants to monitor and catalogue the collection and removal of debris.

Nassau County intends to enter into an agreement with a qualified firm(s) to provide consulting services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Consultant must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Consultant shall provide priority status, in the way of resources and individuals specified in the firm's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Consultant may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

The County retains the right to offer multiple contracts for these services from this RFP or any additional RFP for similar services they may deem necessary. The Consultant shall not charge nor will the County pay a "retainage fee" for the services requested in this RFP.

The resulting contracts are between Nassau County and the successful consultant whose proposal is deemed to be most advantageous to the County. It is the County's intent that these contracts be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure

the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Consultant or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies that meet the qualifications of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this Contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this Contract and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the Contract. Nassau County will be the origin of any and all Contract Amendments.

## I. Definitions

**Aerial Photographs** means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

**Beach Sand** means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

**Choke Point** means an inspection site where all trucks must pass.

**County** means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

**Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small

consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

**Consultant (or "Contractor")** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Management Contractor (DMC)** means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

**Debris Removal Manager** means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

**Citizens Convenience Site** (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

**Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris as determined by** FEMA's Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

**Eligible Small Motorized Equipment** means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

**Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**NYDEC** means the New York Department of Environmental Conservation.

**NYSDOT** means the New York State Department of Transportation.

**FEMA** means the Federal Emergency Management Administration.

**FHWA** means the Federal Highway Administration.

**Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Limbs** means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

**Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Hazardous Tree** means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Local Employee** means any Consultant employee residing within Nassau County.

**Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**Notice to Proceed** means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

**NRCS** means Natural Resources Conservation Service

**OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

**PAPPG** means FEMA's Public Assistance (PA) Program and Policy Guide

**Project Manager** means the individual appointed annually by Consultant to be the County's primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

**Proposer** means any person, partnership or corporation submitting a proposal pursuant to this RFP.

**Putrescent Waste** means organic waste that decays such food waste or animal carcasses.

**Temporary Debris Management Site (TDMS)** means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**White Goods Requiring CFC Removal** means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC's intact and requiring removal , storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

**White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

## II. Project Description

The designated area for monitoring Consultant or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on New York Department of Transportation roadways NOT eligible for FHWA reimbursement or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load

tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.
NYS Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NYS-designated routes or secondary routes eligible for FHWA reimbursement.
Project Summary and Task Orders

Provide Disaster Debris Monitoring Services on an as-needed basis. Assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration..

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Consultant Firm. The Task Order Request will include a deadline (date/time) for responding with the requested information.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant . Consultant must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Consultant shall commence debris Monitoring services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All personnel and equipment is to be checked-in with the County Debris Monitoring Manager.

## III. Scope of Work

The County intends to procure the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management , supervision, labor, transportation, and equipment necessary to imitate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public

rights-of- way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application (Automated Debris Management System).
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, TDMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Temporary Debris Management Sites (TDMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

**Scope of Services for Debris Monitoring**

Provide debris monitors and debris monitoring services to assist Nassau County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA Public Assistance Policy and Procedures Guide, FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, 2 C.F.R., NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

Nassau County will issue individual Task Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Task Order.

All debris monitoring shall be accomplished by utilizing an Automated Debris Management System (ADMS). The ADMS must meet the following performance capabilities, characteristics and functionality:

**A.** Truck certification is used to register debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering debris contractor vehicles and equipment
- Link electronic registration to digital images
- Identify Event Specific/Federal Declaration Number assigned to State and client contract number and Task Order
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g. feet and inches to calculate vehicle volume
- Capture driver's and certification team member's unique identification numbers
- Capability to recertify vehicles and record in an audit table
- Certification data must be associated to authorized system user
- Reject vehicles which are not associated with current Task Order/contract
- Capture vehicle audit records
- Create a printed certification record
- Provide administrative reporting capabilities of all data and digital images through documents and web services

**B.** The ticket/tower applications must incorporate system operator credentials. At a minimum, this should include:

- Ticket/tower monitor electronic registration
- Generate unique ID's for registrants
- Link designated ticket/tower personnel roles to a specific Task Order
- The ability to edit ticket/tower personnel roles i.e., create, update and delete
- Store ticket/tower personnel contact information relative to the Task Order
- Track and Manage ticket/tower personnel role and status
- Reject invalid ticket/tower personnel credentials

**C.** The system must generate an electronic load ticket at the point of debris loading into the transport container. Anymethod of ticket generation (smart card, RFID, or other electronic methods) is acceptable, provided ticket issue is controlled. At a minimum, the system must produce a load ticket data record including the following characteristics:

- Location of loading point
- Date and time of ticket initiation
- Truck identification
- Mission/Contract number
- Ticket initiator personnel credentials
- Acknowledge successful data capture
- Record digital images of debris, location, and / or other images selected by user.
- Records Right of Entry or work order number, if applicable

**D.** Completed Right-of-Way (ROW), Right-of-Entry (ROE) and Per-Unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:

- Identify site configuration data such as, but not limited to, name, location, debris type, etc. at the beginning of each workday
- Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
- Designate debris type
- Record debris volume (based on unit of measure for the contract task order)
- Create load data record in internal storage
- Continuously calculate and present real-time disposal site statistics
- print load ticket receipts for backup and auditing purposes
- Store data locally and transmit transaction data as quickly as possible based on communication availability
- Associate ticket/tower personnel credentials with each received load

**E.** Other Miscellaneous requirements

- No debris paper load tickets will be allowed. All load tickets must be submitted in electronic format. (debris type, load call, and ROE number) are

manually entered

- Uses Global Positioning System (GPS) & Geographic Information System (GIS) technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
- Evaluation of event status in real-time using web-based GIS and performance tracking/dashboard software, production information, and performance information using web-based reporting, and off the shelf software. This information reporting is to include the provision of web-services. All GIS information must be compatible with the County's GIS system.
- Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system. This database system will provide web-services that enable application-to-application interaction.

**F.** Perform administrative functions, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:

- Change ticket/tower personnel identification badge roles and responsibilities
- Review total CY counter value
- Audit vehicle certification data
- Validate/Invalidate equipment and personnel
- Reinitiate security sequence for ticket/tower personnel
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data

**G.** Provide specified data below, which may include but is not limited to:

- Debris Hauled by Waste Stream (Daily and Accumulative)
- Percentage complete per Pass
- Debris Reduced (Daily and Accumulative)
- Debris Loads (Daily and Accumulative)
- Number of Crews

**H.** Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Enable application-to-application interaction through web-services
- Contain a master record of:
    - Roles and responsibilities
    - Ticket/tower personnel credentials and other data

        - Certification credentials and other data
        - Mission data
        - Applicant data
        - Geospatial data
    - Thematic mapping techniques to distinguish different data by color and/or symbol
    - Identify data attributes for a single point of data
    - Select one or many points of data
    - Calculate operational efficiency statistics such as:
        - Trip turnaround time
        - Trip distance to disposal site (straight line projection)
        - Average container fill percentage
        - Average tower manager load call
        - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
    - Multiple data selections generate tabular data reports
    - Filter mechanisms to highlight geospatial data
    - Role based security
    - Prevent distributed data from being reprocessed for billing purposes
    - Identify billing data sets based on parameters such as:
        - Time/Date
        - Contractor/Subcontractor
        - Debris type - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
        - Haul distance
    - Prevent modification to original data by unauthorized or unauthenticated users
    - Insert audit records for modifications to original data by authorized, authenticated users

**I.** Web services must be provided to fulfil administrative reporting capabilities. At a minimum, the web services should include:

- Access to data elements outlined in paragraphs a, e, g, and h.
- Authentication and authorization methods which allow for a process to make requests in accordance with the authentication and authorization listed.
- Utilization of the Representation State Transfer (REST) software architectural style
- Web service Application Programming Interface (API) that adhere to REST architectural constraints.
- Documentation of this REST API which outlines the architecture and includes instructions for performing queries on data elements.
- Standard Hypertext Transfer Protocol (HTTP) methods, including but not limited to, GET, POST, PUT, PATCH and DELETE. HTTP methods that return responses in Hypertext Markup Language (HTML), JavaScript Object Notation

**Pre-Event Requirements**

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Consultant will provide at no cost to the County a day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the FEMA 327 Public Assistance Debris Monitoring Guide.

**Post –Event Requirements**

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

**Personnel Requirements and Responsibilities**

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion

6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitor

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractor's crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices(MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW Properly monitor and record performance and productivity of debris removal crews
7. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
8. Ensure only eligible debris is loaded by the debris removal crews
9. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. TDMS/Tower Monitors

Consultant shall provide debris tower and Temporary Debris Management Site (TDMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units'

compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the TDMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the TDMS Field Supervisor as needed to conduct TDMS daily hazard analysis inspections with the debris removal contractor.

D. Data Management Supervisor

Consultant shall provide a Data Management supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately monitor and provide QA/QC over data entry information in the consultant's information management systems (ADMS) and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within TDMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative. The Consultant's GIS Technician will coordinate with the GIS staff of the Nassau County Department of Public Works and Department of Information Technology.

**Required Documentation and Reports**

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports, who is responsible for providing information in support of the reports and the accuracy of the reports. Please provide samples of each required report listed below.

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports.

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to work time

with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets (As a backup for non-functioning ADMS unit)

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire workday. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket an ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to work time with start, lunch time.

taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. TDMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, TDMS(s)/Final Disposal

Facility under your direct supervision worked, and issues encountered. Note any TDMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each workday by the Data Management/Clerical Supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un- reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets.

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each workday by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data. Operations will be tracked in real-time using GIS software and mobile devices which will be used by the Contractor to maintain a public and password-protected webmap.

## APPENDIX B
## PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **One Million Dollars ($1,000,000.00)** per year, and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Pricing to be all inclusive, to include but not limited to, lodging, subsistence, mobilization/demobilization, support equipment to efficiently execute the contract. Payments will be calculated based on actual hours of services provided for each category.

**Appendix "B".**
**Payment Schedule**

| Item | Description | Unit | Unit Price |
|---|---|---|---|
| | **Utilization of ADMS Monitoring** | | |
| 1.1 | Project Manager with vehicle | Hour | $ [redacted] |
| 1.2 | Operations Manager with vehicle | Hour | $ |
| 1.3 | Scheduler/Expeditor | Hour | $ |
| 1.4 | GIS Analyst | Hour | $ |
| 1.5 | Field Supervisor with vehicle | Hour | $ |
| 1.6 | Debris Loading Site Monitor with vehicle | Hour | $ |
| 1.7 | Temporary Debris Management Site Lead Monitor | Hour | $ |
| 1.8 | Temporary Debris Management Site Monitor | Hour | $ |
| 1.9 | Citizens Convenience Site Monitor | Hour | $ |
| 1.10 | ADMS *QNQC* Operations Manager with vehicle | Hour | $ |
| 1.11 | Data Manager | Hour | $ |
| 1.12 | Billing/Invoice Analysts | Hour | $ |
| 1.13 | Admin Assistant | Hour | $ |

## EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of

Minority Affairs simultaneously with the submission to the Department of Public Works.

(f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(k) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (k) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## APPENDIX L
## CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Jon Hoyle (Name)

   2601 Maitland Center Parkway, Maitland, FL 32751 (Address)

   407-792-0018 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   Thompson Consulting Services, LLC

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/2/2021
Dated

Signature of Chief Executive Officer

Jon Hoyle, President
Name of Chief Executive Officer

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Sworn to before me this
2nd day of August, ~~20~~ 2021.

**Notary Public**