

RFP210330BJB  
Disaster Debris Monitoring for Lee County  
Thompson Consulting Services, LLC – Amendment 1

**FIRST AMENDMENT OF THE AGREEMENT FOR  
DISASTER DEBRIS MONITORING FOR LEE COUNTY**

THIS FIRST AMENDMENT OF THE AGREEMENT FOR DISASTER DEBRIS MONITORING FOR LEE COUNTY, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") Thompson Consulting Services, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of disaster debris monitoring services through Solicitation No. RFP210330BJB with Vendor on the 4<sup>th</sup> day of March, 2022 ("Agreement"); and,

WHEREAS, after the execution of the Agreement the County determined that changes to the specifications of the Agreement for invoicing and equipment certification procedures were necessary; and,

WHEREAS, pursuant to Article XV. MISCELLANEOUS of the Agreement, the Parties desire to update the Exhibit A. DETAILED SPECIFICATIONS to add the required invoicing requirements and equipment certification requirements.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that effective immediately upon full execution of the Agreement the Exhibit A. DETAILED SPECIFICATIONS of the Agreement shall be superseded by the following:

**DETAILED SPECIFICATIONS**

**1. GENERAL SCOPE OF PROJECT**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agency policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. Specific tasks are assigned as needed by the Lee County Contract Manager. All debris monitoring activities are to be in compliance with approved Federal Emergency Management Agency (FEMA) policies and guidance procedures along with other federal and state grant program requirements and all local, state, and federal regulations

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- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 and Office of Management, Budget Circular A-87 Revised and Debris Monitoring FEMA Fact Sheet 9580.203 dated 05/03/07 and as updated and where applicable.
- 1.3. Debris monitoring activities shall be divided into pre and post event tasks. Pre-event tasks shall be provided as described below. Post-event tasks shall be assigned at the direction of the COUNTY and are based on event severity and the COUNTY's need for services. Not all tasks will be assigned for all events.

## **2. PRE-EVENT**

- 2.1 The Vendor shall provide assistance, support and technical guidance in the preparation for disasters through the participation in meetings, workshops and the establishment of data management and other integrated systems prior to an event. Pre-event tasks are to be at no charge to the County.

### **2.2 Task 1 – Information Updates**

- 2.1.1. Within 30 days of contract execution and annually thereafter, before the start date of hurricane season, and as determined by the National Oceanic and Atmospheric Administration (NOAA), the Vendor shall:
  - 2.1.1.1. Provide a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event. The list shall include the dates in which the Vendor's employees completed the Vendor's debris monitoring training program.
  - 2.1.1.2. Provide and maintain current contact names for project director(s), to include cell phone numbers and email addresses.
  - 2.1.1.3. Provide the name and phone number of the assigned contact person, accessible to Lee County staff in the event of a disaster or event that requires the services of the Vendor. Contact person shall be readily available twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

### **2.2. Task 2 – Workshops**

- 2.2.1. The Vendor shall participate in annual pre-hurricane workshops and planning meetings with Lee County, its local municipal representatives and debris clean-up contractors to advise of new rules or policies and the changes to such in order to establish and review applicable policies and procedures for the upcoming hurricane season.

### **2.3. Task 3 – Solicitation Reviews**

- 2.3.1. The Vendor shall participate in the preparation, review and recommendations of solicitations (RFP's or ITB's) posted by the County for debris removal operations, in the event the County requires such service during the term of the agreement.

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## **2.4. Task – Training**

- 2.4.1. On an annual basis, the Vendor shall provide to the County for approval, an updated monitor and supervisor training plan, including task specific training for commonly utilized monitoring activities, performance evaluation criteria, and expectations for frequency of review. The training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All full-time and temporary personnel supplied by the Vendor to Lee County under this agreement must be sufficiently trained according to this program and as further defined within these specifications.
- 2.4.2. The Vendor shall organize and conduct 1-2 day annual training sessions on debris monitoring for the County and its municipal agencies. Additional debris monitoring task specific trainings may be added upon request from the County as necessary.

## **3. POST-EVENT**

- 3.1. As a result of a hurricane or other disasters, the Vendor shall provide assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

### **3.2. Task 1 – Staffing and Equipment**

- 3.2.1. The Vendor shall supply a sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas. The monitors and supervisors shall be regularly evaluated for performance with additional training provided, as needed, based on observations and feedback from Lee County authorized agents. Additional job specific training will be required for staff members responsible for monitoring special debris projects. Activities shall include but are not limited to, calling load percentages, monitoring push/cut/toss, hazardous tree removals, leaner/hanger work, stump approval/removals, etc.
- 3.2.2. The Vendor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.
- 3.2.3. The Vendor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.
- 3.2.4. The Vendor shall designate one monitor as a working crew leader for each crew of six monitors, including the crew leader. In the absence of a supervisor, the crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and the coordination of ticketing and load verifications.
- 3.2.5. The Vendor shall dismiss any of its employees from Lee County's service, immediately upon notice from the County's contract administrator or representative. The Vendor shall replace any dismissed employees within 24 hours of the County's notice.
- 3.2.6. The Vendor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris operations shall be referred to Lee County staff. The Vendor's

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employees shall have the Vendor's name and phone number posted clearly on their vehicle during their assigned shift.

- 3.2.7. Where an Automated Debris Management System (ADMS) is used, the Vendor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to make certain there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's database or easily exported to Excel or approved equivalent for reconciliation.

**3.3. Task 2 – Debris Estimations**

- 3.3.1. At the direction of the County, the Vendor shall review county debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

**3.4. Task 3 – Collection Vehicle Certification**

- 3.4.1. As directed by the County, the Vendor shall perform initial vehicle certifications, as well as follow up re-certifications, using FEMA approved and established methodologies and documentation practices. Tasks shall include, but are not limited to:

- 3.4.1.1. Receive incoming collection vehicles at designated "certification site(s)".
- 3.4.1.2. Measure collection vehicle capacity using FEMA approved methods.
- 3.4.1.3. Calculations that include all "deductions" for non-usable volumes such as dog houses, sloped or rounded bulk heads, tailgates, etc.
- 3.4.1.4. Certifications must include separate calculations for sideboards, if so equipped, so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.
- 3.4.1.5. Sideboards, tailgate type and any other notable equipment must be indicated on the certification form.
- 3.4.1.6. All other required fields on the vehicle certification forms must be legibly completed.
- 3.4.1.7. Paper certification forms must, at a minimum, be completed in triplicate, with the original copy maintained as record and provided to the County, the second copy provided to the debris management contractor and the third copy provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; additional distribution will be determined at that time.
- 3.4.1.8. Trailers shall have a unique certification number; not the same as the truck
- 3.4.1.9. Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.



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- 3.4.1.10. Photographic records of all certified vehicles shall be maintained, supplied to the County, and made available for inspection and review as needed.
- 3.4.1.11. Certifications shall be maintained in a data base with real time updates in the field.
- 3.4.1.12. A complete certification list shall be provided to each disposal site for reference.
- 3.4.1.13. Copies of the certification forms and certified vehicle list shall be provided to the County and the debris collection contractor on a daily basis when new certifications are added.
- 3.4.1.14. Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by the County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.
- 3.4.1.15. When re-certifications occur, the contractor shall notify the County and provide a list of certification numbers used previously.

**3.5. Task 4 – Collection Monitoring**

- 3.5.1. As directed by the County, the Vendor shall perform work area inspections of storm debris collection. Work areas are as directed by the Contract Administrator. The Vendor shall provide trained, comprehensive field inspections for eligible debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. Services shall include, but are not limited to:
  - 3.5.1.1. Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other federal, state and local debris management and collection rules, criteria and guidelines.
  - 3.5.1.2. Issue and maintain a record of accurately detailed load tickets for each fully loaded debris removal vehicle in the field.
  - 3.5.1.3. Provide "Tickets" that include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. All other ticket fields shall be completed as indicated.
  - 3.5.1.4. Monitor the overall work performance and productivity of the debris collection vehicles and provide photographic records as appropriate.
  - 3.5.1.5. Remain in contact with the central dispatch/staging operations and provide detailed activity and progress reports on a daily basis or as requested.
  - 3.5.1.6. Verify load ticket contents and legibly sign each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.

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- 3.5.1.7. Coordinate with each collection vehicle operator that the assigned collection area is completed and specify the location where the vehicle is to return immediately following the delivery of its load to the disposal location. Once sections are completed, the monitor shall provide confirmation to their supervisor that the assigned section has been completed to the satisfaction of the County and notification is to be provided to Lee County staff. A record of the employees that verify completion of their sections shall be maintained by the supervisor and provided to the County daily.
- 3.5.1.8. Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to the County, such as questionable debris collection locations not on designed Lee County rights of way.
- 3.5.1.9. Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secured and confined within the vehicle prior to leaving the work area.
- 3.5.1.10. Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervisor as discovered.
- 3.5.1.11. GPS coordinates will be provided by the Vendor and used for all tree stumps and special collection items. FEMA stump removal, or other special debris forms may be required to be completed by the Vendor prior to scheduling collection. Items shall not be collected until authorized by the County or its representative.
- 3.5.1.12. Identify potential collection issues and maintain a list of these areas for review by the County and its debris management contractor by the close of each day or determined as needed.
- 3.5.1.13. Maintain a record or maps of the streets in which debris was previously collected for disposal.
- 3.5.1.14. Maintain a complete record of all collection "passes" and provide to County or its debris management contractor as requested.
- 3.5.1.15. Perform other related duties as directed by debris management operational office or designated County personnel.
- 3.5.1.16. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.
- 3.5.1.17. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data, including the specific staff member at each stage of the debris monitoring activities.

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3.5.1.18. Provide a sufficient amount of "spare" ADMS units to ensure that there are no disruptions to the operations.

**3.6. Task 5 – Monitor Temporary Debris Management Sites (TDMS)**

3.6.1. The Vendor shall provide TDMS inspection and recording services related to the debris collected and delivered to the TDMS. Tasks shall include, but are not limited to:

3.6.1.1. Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.

3.6.1.2. Maintain a copy of the collection vehicle certification log or database at each TDMS.

3.6.1.3. Verify each collection vehicle, delivering debris to the TDMS, for its certified placard information. The provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on the placard.

3.6.1.4. Confirm the collection vehicles are properly tarped when arriving at the TDMS.

3.6.1.5. As directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.

3.6.1.6. Review the vehicles manifest and observe the vehicles bed to confirm that the vehicle was loaded to capacity or as described on manifest ticket. Loaded volume of vehicles shall be determined at sites where scales are not in use.

3.6.1.7. Sign, or electronically sign, inbound load tickets before permitting vehicle to leave the TDMS check-in area to empty its load.

3.6.1.8. Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.

3.6.1.9. Maintain all debris tickets in an organized manner for daily reconciliation and storage.

3.6.1.10. Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to County representative.

3.6.1.11. Ensure adequate training for staff determining load percentages from incoming collection vehicles.

3.6.1.12. Remain in contact with the central dispatch/staging operation command center. Notify county supervision immediately of any issues or potential issues.

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3.6.1.13. Perform other related duties as directed by the County Contract Administrator, e.g. conduct routine and final inspections and issue closeout reports.

3.6.1.14. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.

3.6.1.15. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

### **3.7. Task 6 – Data Management**

3.7.1. The Vendor shall coordinate data recording and information management systems as directed by the County. Services shall include, but are not limited to:

3.7.1.1. Prepare detailed estimates and submit to the County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in project worksheet preparation.

3.7.1.2. Implement and maintain an ADMS linking load tickets and TDMS information, including reconciliation and photographic documentation processes.

3.7.1.3. Provide daily, weekly or other periodic reports for the County and its municipal debris managers noting work progress and efficiency, current and revised estimates, project completion and other schedule forecasts and updates.

3.7.1.4. Provide ADMS data daily, weekly, or as requested to the County and its debris management contractor.

### **3.8. Task 7 – Other Technical and Administrative Assistance**

3.8.1. The Vendor shall provide technical assistance related to a post-event response. Tasks shall include, but are not limited to:

- Route mapping;
- Traffic management;
- TDMS review;
- Baseline assessment;
- Private property identification;
- Right of entry documentation;
- Contractor management; and
- FEMA negotiations

End of Detailed Specifications

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## **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### **1. PROJECT TERM**

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### **2. FEMA REIMBURSEMENT**

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications. 4.

### **3. CONDUCT**

- 3.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

### **4. COST BREAKDOWN NOTICE**

- 4.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

### **5. CONTRACT TYPE**

- 5.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) or equivalent work authorization, by and the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the work authorization.
- 5.2. As a labor only contract, this contract shall be considered a time and materials contract. As such, each work authorization issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

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## **6. INVOICING**

6.1 The Vendor agrees that all invoices shall be submitted monthly for work conducted or monitored, with each invoice for the respective month to be sent to the County within thirty days of the conclusion of said month's activities.

### **6.2 Invoice Corrections:**

6.2.1 Separate Invoicing: Any corrections to invoices shall be invoiced separately and individually, distinct from other debris invoicing, to ensure clarity and transparency in financial transactions.

6.2.2 Debris Type Separation: Corrections shall be categorized by debris type, maintaining distinct clarity for each correction without commingling with other types.

6.2.3 Cross-walk Requirement: The Vendor shall provide a cross-walk document accompanying each corrected invoice, outlining the original ticket/invoice details alongside the corrected ticket/invoice information for convenient reference and audit purposes.

End of Special Conditions

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IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

DATED this 11/20/2024 | 8:41 AM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:  
Douglass L. Whitehead  
BY: 764B298DA8E6491...  
Douglass Whitehead  
Director of Solid Waste, on behalf of the  
Board of County Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

DocuSigned by:  
Amanda L. Swindle  
BY: EC9B5A5584DD473...  
County Attorney's Office

DATED this 15th day of November, 2024 by Thompson Consulting Services, LLC

ATTEST:

BY: [Signature]  
Authorized Signature

Lydia Pena  
(Witness)

Oliver Yao  
Authorized Signature Printed Name

Vice President  
Authorized Signature Title

CORPORATE SEAL:






November 11, 2024

**RE: DELEGATION OF SIGNATURE AUTHORITY – THOMPSON CONSULTING SERVICES, LLC**

To Whom It May Concern,

The President or Executive Vice President of Thompson Consulting Services, LLC may authorize any employee to sign a proposal, contract, subcontract or change order provided this form is completed allowing said individual to execute the contract.

Designated employee:	<u>Oliver Yao, Vice President</u>
President or Executive Vice President signature:	<u></u>
President or Vice President Printed:	<u>Jon Hoyle, President</u>

**Proposal / Contract Information:**

Contract/Proposal Dates: 11/13/2024 – 11/15/2024