

Response to Request for Proposal

# Disaster Mitigation, Preparedness, Response and Recovery Programs

The State of Nebraska, Department of Administrative Services,  
Materiel Division, State Purchasing Bureau

Solocitation No.: 123919 O5 | March 3, 2026



AtkinsRéalis



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March 3, 2026

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## **Subject: Solicitation No. 124469 O5, Disaster Mitigation, Preparedness, Response, and Recovery Program Services**

Dear Selection Committee:

AtkinsRéalis USA Inc. (AtkinsRéalis) is poised and ready to support the State of Nebraska with professional services for Solicitation 124469 O5, Disaster Mitigation, Preparedness, Response, and Recovery Program Services.

AtkinsRéalis offers the State of Nebraska a mission driven, technically focused team that delivers fresh thinking informed by decades of real-world disaster response, recovery, mitigation, and preparedness work. We understand FEMA's programs because we have executed them, on the ground and at scale, bringing engineering rigor and data driven insight that strengthen continuous improvement.

In a dynamic environment of change at the federal level and increasing risk posed by natural hazards, we understand the need for the Nebraska Emergency Management Agency (NEMA) to seek a partner that can provide experience, staff augmentation, and specialized skills in times when disasters can overwhelm staff.

**AtkinsRéalis is that firm that can support NEMA** through these times and in preparation for them by helping to increase capacity and capability across the state. We are a world-class design, engineering services, and program management organization with unparalleled experience providing risk assessment, disaster preparedness, response, recovery and resilience services across the country.

We recognize the challenges faced by Nebraska residents in understanding and responding to the multitude of natural hazards in the state. We bring highly experienced FEMA program and technical staff along with experts with **extensive knowledge of the state's flood risk** having served as the Cooperating Technical Partner (CTP) in the development of flood risk maps the last five years. We also bring experienced staff that have worked in Nebraska and surrounding states, including the former State Hazard Mitigation Officers (SHMOs) of Iowa and South Dakota. To meet these challenges, our team includes recovery specialists, engineers, construction managers, cost estimators, BCA specialists with a deep understanding of the type of hazards Nebraska faces.

Notable experience we bring includes:

- Assisting the Florida Division of Emergency Management with managing Public Assistance (PA) in the hardest hit counties after consecutive major hurricanes.
- Serving as the Commonwealth of Massachusetts' contractor for all Hazard Mitigation grant programs including the Hazard Mitigation Grant Program (HMGP).
- Helping the City of Houston with massive PA and HMGP infrastructure projects to reduce flood risk.

AtkinsRéalis, in partnering with our subcontractors, **Synergy Disaster Recovery, LLC; Indelible; and Project Advocates**, has added to its team firms with extensive experience in project management, FEMA recovery and mitigation programs, speciality services like cost estimating and Nebraska construction practices.

Our team is also prepared to help states make any necessary transitions to a state-centric disaster response and recovery model if the FEMA recovery and mitigation grant programs shift that way. We currently support a state with a state-centric recovery model and two states participating in the FEMA Hazard Mitigation Program Administration by States (PAS) program. PAS allows the states to create a streamlined grant review approval process. We are well-positioned to help other states make the transition to greater responsibility for multiple aspects of the recovery and mitigation programs, from eligibility review to financial management, if necessary.

We look forward to growing our partnership with the State. Please contact me at [matt.talley@atkinsrealis.com](mailto:matt.talley@atkinsrealis.com) or 703.862.7674 if you have any additional questions about our submission or need more information.

Sincerely,



Matt Talley, JD PMP  
Senior Vice President  
AtkinsRéalis USA Inc.



Through our understanding of applicable challenges, the AtkinsRéalis team helps clients navigate recovery and response requirements. Our team will require no ramp-up or training period. We are committed to supporting the state of Nebraska and to that end have presented a local-based team available to be onsite in less than 24 hours' notice. Our focus is immediate mobilization.

# Attachment A - Bidder Questionnaire



# Attachment A

## Bidder Questionnaire

### RFP 124469 O5

**Bidder Name:** AtkinsRéalis USA Inc.

Bidder should provide a response to all questions in this attachment to meet the requirements of the RFP.

## CORPORATE OVERVIEW

### BIDDER IDENTIFICATION AND INFORMATION

1.1

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

**Response:**

Effective September 23, 2023, Atkins North America, Inc. was changed to AtkinsRéalis USA, Inc., (AtkinsRéalis USA or AtkinsRéalis) which is a publicly traded corporation, originally incorporated in Florida. Founded in Florida in 1960 as Post, Buckley, Schuh and Jernigan (PBS&J), AtkinsRéalis has more than 5,750 employees and 70 offices located across the United States. The address of the AtkinsRéalis USA Headquarters is 4030 W Boy Scout Boulevard, Suite 700; Tampa, Florida 33607-5713.

The name of our organization has changed since 1960 as shown below:

- PBS&J (1960-2010)
- Atkins North America, Inc. part of WS Atkins plc (2010 - 2017)
- Atkins North America, Inc., a SNC-Lavalin Group Inc. Company (2017 - 2023)
- AtkinsRéalis USA, Inc. (2023 - present)

### FINANCIAL STATEMENTS

1.2

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

**Response:**

See our signed financial statements and additional financial information in completed Sections II-IV in the Appendix.



<b>1.3</b>	<p><b>CHANGE OF OWNERSHIP</b></p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.</p>
<p><b>Response:</b></p> <p>No change in ownership or control at AtkinsRéalis is anticipated within 12 months of the response due date.</p>	

<b>1.4</b>	<p><b>OFFICE LOCATION</b></p> <p>The bidder’s office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p>
<p><b>Response:</b></p> <p>The office responsible for our performance is in Kansas City at: 6550 Sprint Parkway, Overland Park, KS 66211.</p>	

<b>1.5</b>	<p><b>RELATIONSHIPS WITH THE STATE</b></p> <p>The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder’s solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p>
<p><b>Response:</b></p> <p>Our team’s dealings with the State during the past 10 years.</p> <ul style="list-style-type: none"> <li>• <b>AtkinsRéalis:</b> Nebraska Department of Transportation (DOT); 2017 for the Nebraska DOT Panel Delivering a 21st Century Transportation System. AtkinsRéalis was a panel participant for the transportation session of the 2nd annual Nebraska Governor’s economic development summit. Speaker Agreement</li> <li>• <b>AtkinsRéalis:</b> Nebraska Department of Natural Resources (DNR) FloodMap Desktop (FMD) software sales; 2017. Purchase Order #: 292884</li> <li>• <b>AtkinsRéalis:</b> Nebraska DNR FY21 Task Order / Contract for Cooperating Technical Partner (CTP) Floodplain Mapping Services (2022-2025); Contract #: NeDNR Contract #1297</li> <li>• <b>AtkinsRéalis:</b> Nebraska DNR NECTP FY 2023752 Floodplain Mapping Services for 2-Dimensional (2D) Base Level Engineering (BLE) for the Republican HUC-6 Watershed. Development of rain-on-grid methodology. (2024-2027); Contract #: NEDNR Contract #1491</li> <li>• <b>Project Advocates (our proposed subcontractor):</b> Nebraska Game &amp; Parks Commission; “Construction Budgeting Services for the Weigand Marina Expansion at the Lewis &amp; Clark SRA”; Completed in 2024; Project #23-013</li> <li>• <b>Project Advocates as a sub to Holland Basham Architects;</b> University of Nebraska Lincoln; “UNL City Campus: Housing Master Plan”; 2024 - 2025; UNL Project #: 14127</li> <li>• <b>Project Advocates;</b> University of Nebraska Lincoln “Nebraska Union Facility Conditions Assessment”; October 2025 to present; PO Number: 4800082399</li> <li>• <b>Project Advocates;</b> University of Nebraska Lincoln; “Nebraska Union Master Plan Project Assist”; January 2026 to present; PO Number: 900004120; UNL Project Number: 12469</li> </ul>	



**BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

- 1.6** If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

**Response:**

To the best of our knowledge this response does not contain any individuals who were employed by the State of Nebraska within the last 12 months.

**CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

- 1.7** It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**Response:**

To the best of our knowledge, AtkinsRéalis USA does not have any contract terminations for default in the past 10 years nor do we have any terminations for convenience or other reasons in the past 5 years. None of the subcontractors on our team have had a contract terminated for default during the last 10 years.

### **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation.

These descriptions should include:

- a) The time period of the project,
- b) The scheduled and actual completion dates,
- c) The bidder's responsibilities,
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**1.8**

#### **Response:**

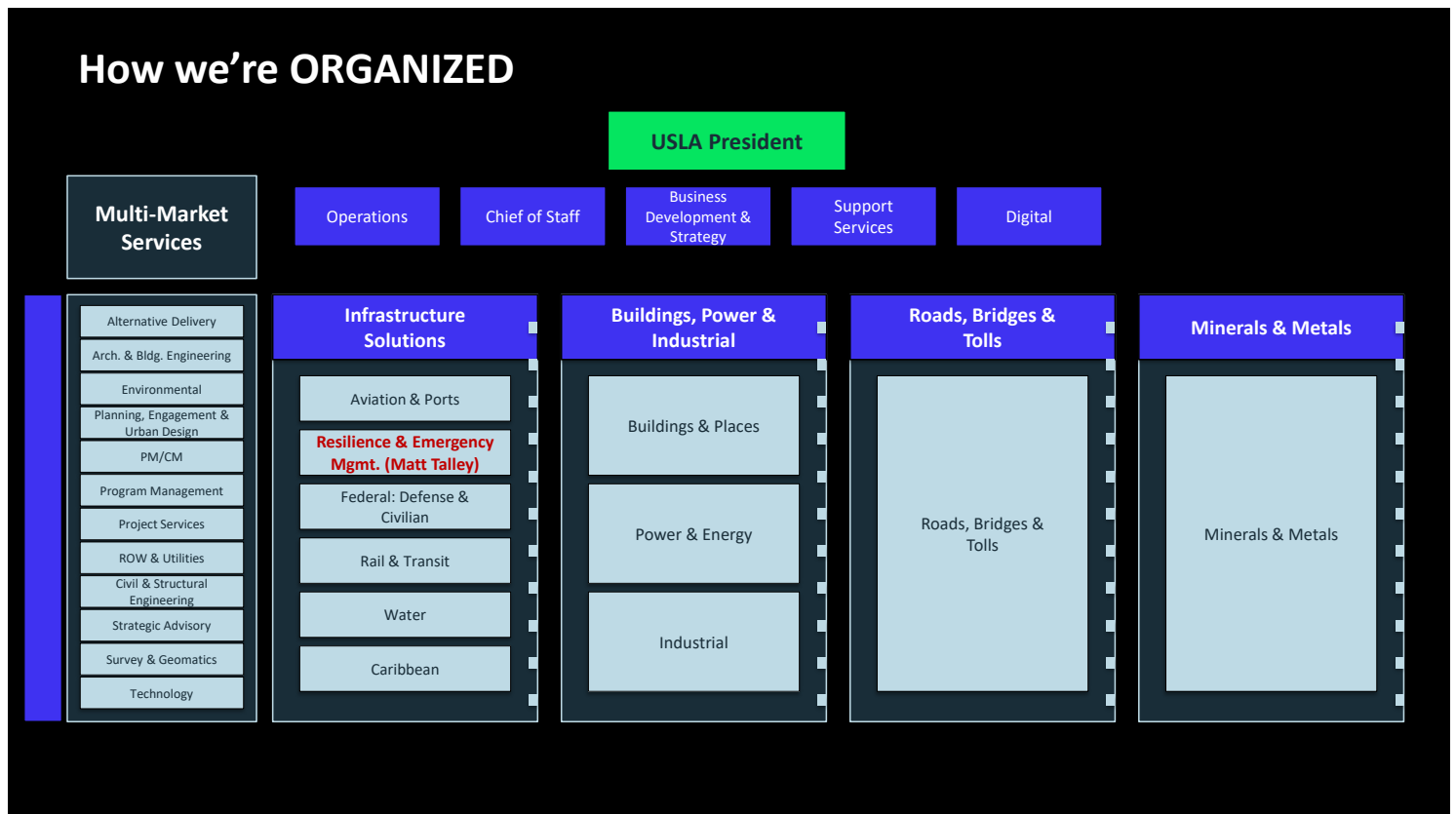
Continue reading on pages 9 - 21 for the response to 1.8.



**AtkinsRéalis USA Inc.** (AtkinsRéalis) is a world-leading design, engineering, and project management organization that connects people, data, and technology to transform the world's infrastructure and energy systems. The company delivers quality services across the globe.

Figure 1 below depicts AtkinsRéalis' corporate organizational structure which is based upon markets. In our Resilience & Emergency Management (REM) market, which falls within the Infrastructure Solutions Business Unit, we have groups overseeing production, operations, and growth. The majority of REM staff (over 100) are in production demonstrating our dedication to serving our clients. This structure is designed to optimize our delivery of customized services to meet each client's unique needs, allowing the AtkinsRéalis production group to align employees with specific technical disciplines needed for resilience, mitigation, emergency management under one national organization to facilitate assignments of staff resources.

AtkinsRéalis is prepared to support the State of Nebraska in delivering high quality response, recovery, and resilience services, bringing extensive experience in disaster recovery, response, mitigation supporting more than **50,000 projects and over \$100 billion in federal grants management** over the last 30 years. Where there are disciplines needed but not currently present in REM, we can easily reach across into other groups or business units to obtain the needed expertise. This streamlined resource management translates to time and cost savings for clients, while promoting technical excellence and development of quality products.



**Figure 1.** AtkinsRéalis Corporate Organizational Structure.

In 2025, AtkinsRéalis acquired David Evans and Associates (DEA), a successful design firm providing engineering, transportation, and hazard response services for states and communities across the nation for many different hazard types ranging from floods and wildfires to geologic hazards like landslides and earthquakes. DEA also includes the response staffing agencies Disaster and Emergency Management Services International, LLC (DEMSI) and Flux Resources, which will allow AtkinsRéalis to quickly ramp up its staffing in the face of catastrophic disasters, providing as-needed, rapid deployment.



## Over 30 years of Disaster Recovery and Hazard Mitigation Experience

AtkinsRéalis enjoys working closely with federal, state, and local agencies on a wide variety of projects. We are proud of our **90 percent repeat business rate**, which we attribute to our long history of providing clients with responsive and reliable emergency management, planning, and engineering services. We are especially proud of our lengthy service to emergency management clients such as FEMA as well as state and local emergency management agencies in times of need following disasters. As part of an ongoing effort to reduce the disaster damage cycle, we have worked extensively with these types of clients and more, helping them reduce their risk to natural hazards through mitigation and resiliency plans and projects.

With more than 30 years of experience in response, recovery, and hazard mitigation working with local, tribal, and state entities to respond quickly, lower their risk and supporting post-disaster reconstruction to meet the latest building codes and standards, AtkinsRéalis offers an unmatched level of understanding of the FEMA process, programs, culture, specifications, and goals. We serve an array of state, local, tribal, and territorial (SLTT) clients with post-disaster work focused on the delivery of Public Assistance (PA) programs (and PWS development) in addition to developing grants, technical guidance publications, designing and delivering technical training programs, and preparing hazard mitigation plans.

At the federal level, in addition to our demonstrated flood risk modelling and floodplain management expertise as a FEMA Risk MAP, Production and Technical Services (PTS) contractor (the STARR and STARR II Joint Ventures) for over 15 years, we have served FEMA on important FEMA response and recovery national contracts. These include the Individual Assistance-Technical Assistance (IA) Contract (IA-TAC) and Housing Inspection Services (HIS) contracts as partners on two separate joint venture teams.

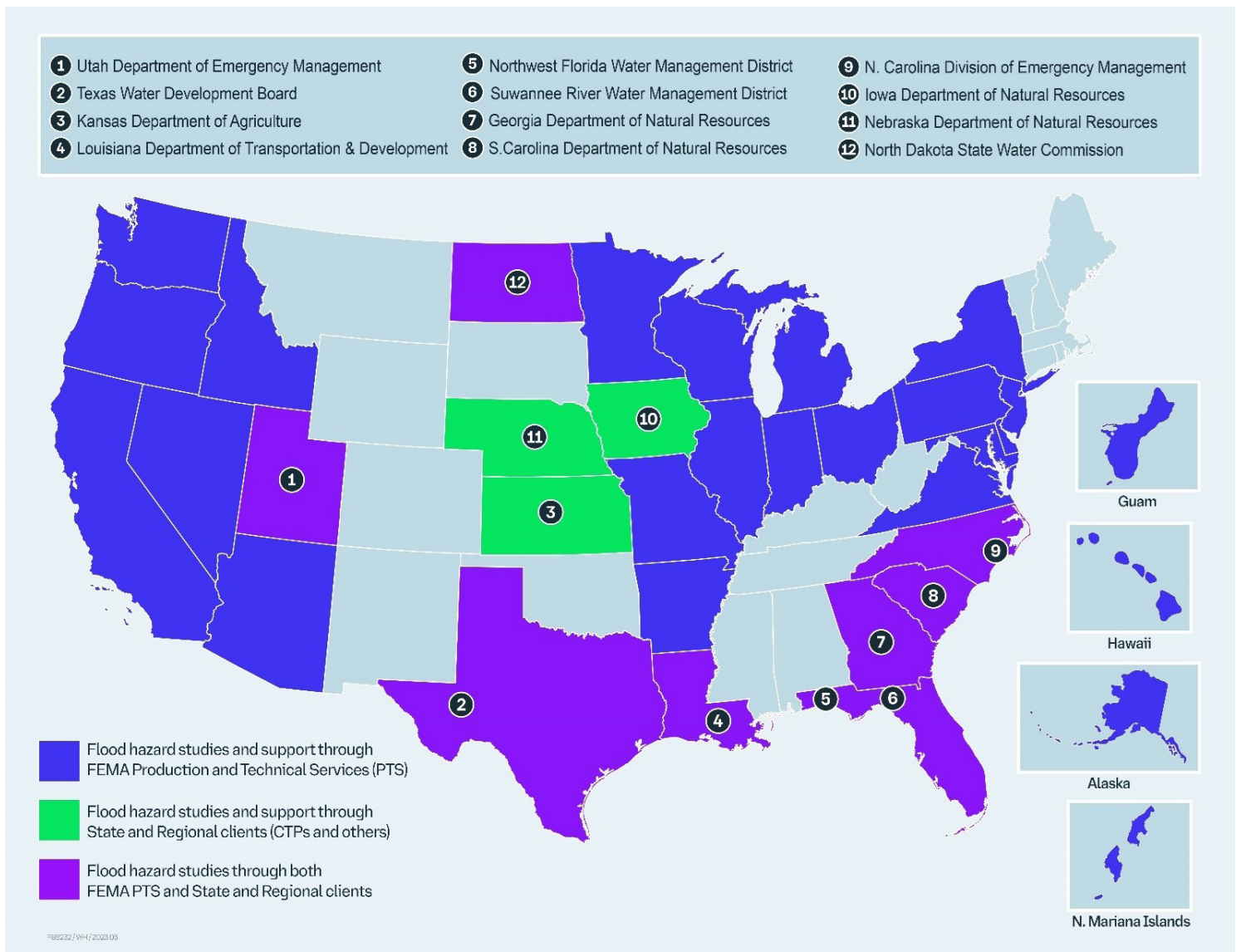
For PTS, we provided PA 406 services to the Houston JFO after Hurricane Harvey and USVI JFOs (St. Thomas and St. Croix) post-Hurricanes Irma and Maria. With both support efforts, AtkinsRéalis provided the field lead as well as technical engineering staff.

We are leaders in providing technical and engineering support (including cost estimation and grant program support) through the FEMA Technical Assistance Research Contract (TARC), and since the mid-1990s, the FEMA Hazard Mitigation Technical Assistance Program (HMTAP) contract.

In summary, we have worked at all levels of government providing FEMA Hazard Mitigation Assistance (HMA) to include the Hazard Mitigation Grant Program (HMGP), IA, and PA, and are ready to share the lessons learned that has come from projects such as:

- **FEMA Headquarters Support:** Providing support to FEMA's Building Science Program analyzing building performance after major disasters including the Lahaina fire in Hawaii; conducting HMA training nationwide; providing floodplain mapping, modelling, engineering, and mitigation support as part of the FEMA PTS Contract. As a Joint Venture providing Housing Inspection Services (HIS) for FEMA, we are managing thousands of post disaster housing inspections.
- **Statewide Recovery:** Managing HMA and/or PA programs for North Dakota, Iowa, California, Florida, Massachusetts, Mississippi, New York, Puerto Rico, South Carolina, and North Carolina, including managing \$3.5 billion over 4 years for Florida.
- **Comprehensive Resilience for Communities:** Working closely with local authorities, stakeholders, and communities from IA missions to project closeout providing comprehensive financial grant management across state and federal programs. To date we have provided grants management support to the City of Mexico Beach, which has a \$4M annual budget, aiding them with the receipt and implementation of over \$100 million in reimbursements without ever taking out a loan. For the City of Houston, Texas, we had oversight for over \$2 billion of PA 406 applications.
- **State Floodplain Engineering and Risk Modelling.** Including the State of Nebraska, AtkinsRéalis has supported FEMA and Cooperating Technical Partners (CTP) on the National Flood Insurance Program (NFIP) for more than 20 years, including development of more than 30,000 FIRM panels across the country. We are currently supporting 12 CTP programs across the nation, including the State of Nebraska, and have almost blanketed support across the country within the last five years (see Figure 2).





**Figure 2.** FEMA PTS and CTP Support.

In summary, our services include:

- Complex cost estimates and Project Worksheets (PWs)
- Data analytics, insurance analytics, and quantitative risk analysis
- Technology and tool development (for hazard risk assessment)
- Grants preparation, review, and management
- Training for mitigation, Benefit-Cost Analysis (BCA), and technology applications
- Hazard mitigation planning, identification, and long-term recovery planning

Our resources are deep, and our professionals are adept at rapid response to disasters that span from floods, severe storms and tornadoes in the Midwest, wildfires in California, and winter storms in the Northeast to hurricanes and severe weather throughout the Gulf Coast. Our proposed staff for this project were selected because of their extensive state-level experience and work in Nebraska and neighboring states in the central part of the US. Figure 3 below shows our overall experience across the nation in managing disasters and disaster-related programs starting in 1992 with Hurricane Andrew.

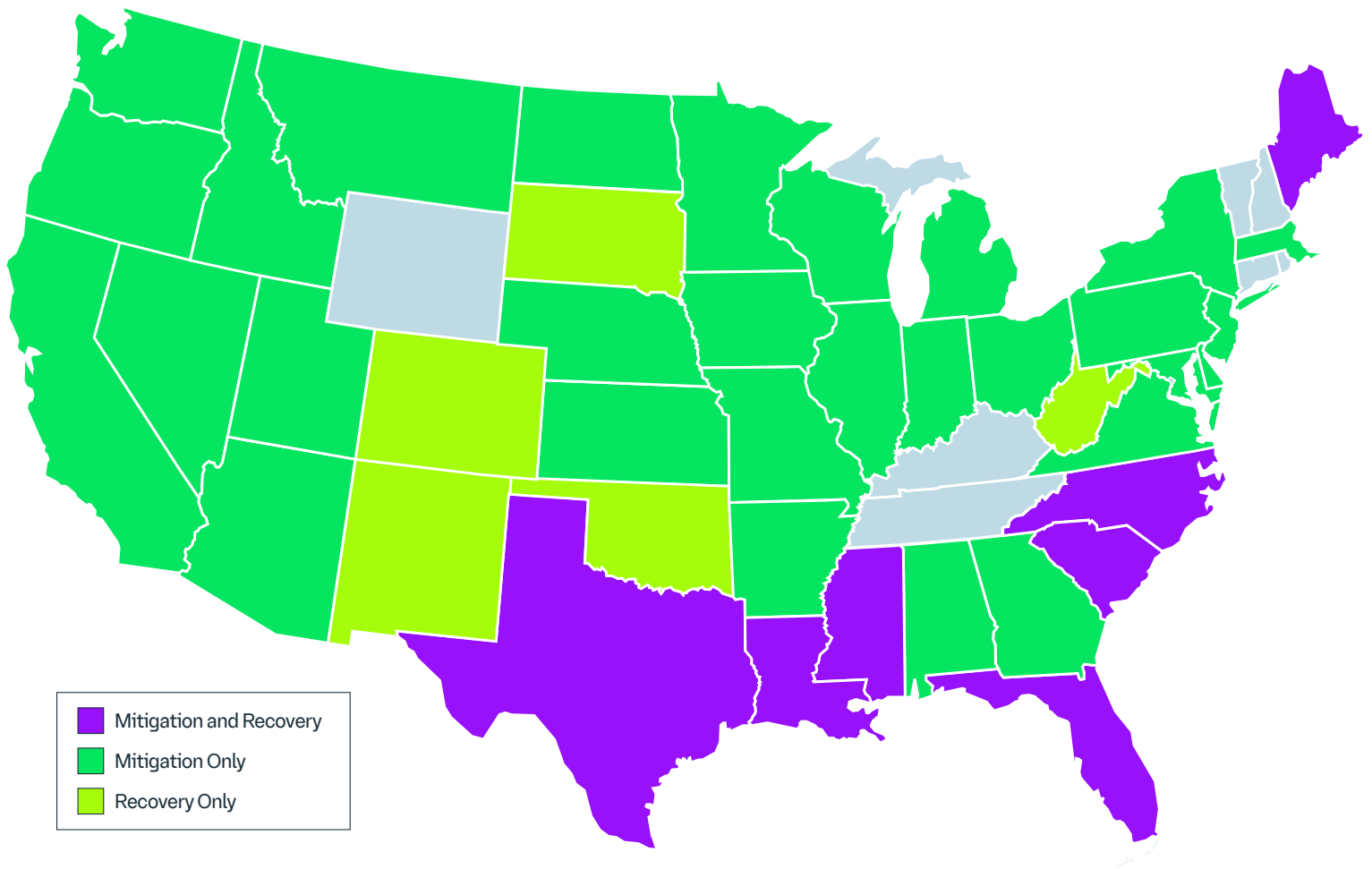


Figure 3. Locations and types of AtkinsRéalis' comprehensive post-disaster services.

## Meet Our Talented Partners

AtkinsRéalis follows a structured vetting process to identify and onboard the right subcontractors for our state recovery pursuits. Our approach includes an analysis of each firm's technical capabilities, past performance, staffing qualifications, financial stability, safety record, and proven experience delivering high-volume, community-focused programs. We assess not only capacity and compliance, but also alignment with our values, commitment to quality, and ability to integrate seamlessly into a collaborative delivery model. To our experienced team, we added three specialty subcontractors to provide a comprehensive team that provides additional value to NEMA: **Synergy Disaster Recovery**, **Indelible**, and **Project Advocates**, details below.



**Synergy Disaster Recovery** (Synergy) is a woman-owned (WOSB) boutique consulting firm specializing in disaster recovery, emergency management, and grant administration services for local and state governments. With a team of seasoned professionals—including former emergency managers, finance officers, and public works leaders—Synergy provides expert support across all phases of disaster recovery. Core services include FEMA PA consulting, debris management advisory, EOC staffing, project formulation, grant compliance, and closeout. Synergy is known for its hands-on leadership, client-first philosophy, and ability to rapidly scale operations during complex disaster events. By combining technical expertise with responsive service, Synergy helps communities maximize funding, streamline recovery processes, and build long-term resilience.

Synergy uniquely provides both field work and administration of debris related activities. Our experience and expertise on both sides of debris missions provides our clients with an unparalleled level of comfort for what may be your biggest expense in the months following a disaster. For communities to stay compliant with FEMA, monitoring of debris removal activities is required. For more than a decade state and local governments have relied on the Synergy Team to manage and document the disaster debris removal process to ensure compliance with stringent and ever-evolving FEMA requirements.

As an example of our work, following the strongest storm to strike the Big Bend region of Florida in more than a century, the Florida Department of Transportation's District 2 activated Eisman & Russo, Inc.'s pre-event Disaster Monitoring contract to oversee emergency access and debris removal operations. As a first tier subconsultant, Synergy provided critical field and data management support throughout the operation, working across seven fiscally constrained counties in North Florida.

Synergy deployed over 125 field and office personnel to support FEMA Category A and B recovery efforts, ensuring accurate documentation and compliance with all federal and state guidelines. The team contributed to **certifying more than 750 trucks, 11,000 miles of roadway processed first pass in 3 months, and documenting over 350,000 debris tickets** across 41 debris management sites. Our monitoring and data teams helped manage the removal and disposal of millions of cubic yards of vegetative and C&D debris and 230,000 hazardous trees. Synergy's meticulous reporting, reconciliation, and QA/QC processes were instrumental in expediting FEMA reimbursement documentation and maintaining operational transparency across all contracted work.



Established in Florida with deep experience managing complex disasters, **Indelible** has since earned a strong reputation as a trusted provider of emergency management, strategic consulting, regulatory compliance, grant administration, and community-centered solutions. Since inception, our mission has been to support public and private sector clients across the country in addressing complex challenges by delivering technical expertise, personalized assistance, and a compassionate, culturally aware approach.

Indelible is proud to be among the fastest-growing firms in its industry, with a dynamic team of full-time dedicated professionals. Our firm has a cadre of seasoned professionals who have created and managed multiple state-wide programs. Our team's capabilities include direct experience in disaster response and recovery, grants management, program and project management, public assistance, and emergency and disaster response - spanning both government-related and private industry sectors. This depth of knowledge allows us to deliver comprehensive and effective support across a broad spectrum of emergency and recovery operations.

As an example of our recent Individual Assistance experience, in the aftermath of Hurricanes Debby, Helene, and Milton, Indelible partnered with the Florida Division of Emergency Management and FEMA's Disaster Survivor Assistance (DSA) team to support critical recovery efforts across the state. Recognizing the urgent need to reach impacted communities quickly, Indelible deployed personnel to supplement FEMA's manpower in conducting door-to-door outreach in some of the hardest-hit areas. Our teams worked alongside FEMA staff to identify disaster survivors, assess immediate needs, and provide on-the-ground support during a critical phase of the recovery process. As part of this effort, Indelible staff were responsible for assisting residents with application intake for FEMA Individual Assistance funding, ensuring that survivors were informed of available resources and were able to initiate their recovery process without delay. Through our collaboration with the DSA team, we helped expedite the delivery of aid, increase the reach of federal assistance programs, and strengthen overall community resilience in the wake of widespread storm impacts. The combined efforts with the DSA team allowed for approximately 25,000 interactions with hurricane survivors across the state of Florida.



Indelible's deep insight into Federal and State programs and community dynamics, guiding disaster recovery, mitigation, and resilience strategies goes beyond just at the state level. Our team has delivered outreach, case management, and advisory services for Federal programs. Additionally, Indelible has successfully led large-scale initiatives for the Florida Department of Children and Families (DCF) and FEMA in response to major hurricanes, including Ian, Idalia, Debby, Helene, and Milton. With a history of rapid mobilization, precise planning management, and seamless multi-agency coordination, Indelible is a trusted leader in disaster recovery consulting.

Our group of professionals effectively serves disparate populations by bridging the gap between resource availability in a community and the individuals in need. Indelible has a history of executing federally funded projects in accordance with federal regulations while encouraging equitable solutions. We understand the State of Nebraska's need to engage its citizens and have a transparent process that keeps its citizens and state staff, informed and engaged. Indelible's priorities as a firm aligns with the state's need to have a robust outreach and community engagement process that is compassionate, empathetic and committed ensuring that information is disseminated to the citizens of the State of Nebraska. Indelible's team has programmatic knowledge; extensive manpower; and the right approach, tools, and technology needed to successfully and efficiently complete complex, large-scale projects.



**Project Advocates**, with a primary office in Omaha, is focused on providing high-level Project Management and Owner Representation services. This is our core business, we are not a real estate, development, design firm, or construction contractor that offers Project Management as an additional service. Our specialities are project development, programming, planning, and design management. Project Advocates has the experience and expertise to offer sophisticated, state-of-the-art development, programming, planning and design collaboration services. The **value of providing accurate cost and constructability input during design** is often the best investment that can be made during the design and decision-making process. Project Advocates provides this value without the unintended consequences of incongruent objectives.

Since the company's inception in 2010, Project Advocates has managed over 900 projects with over 250 clients. We have collaborated with more than 25 local design firms and 20 construction companies to deliver these projects. Our projects have ranged from \$50,000 to \$300 Million in size in various markets including Municipal, Non-Profit, and Education. Project Advocates has strong experience in Nebraska including with the University of Nebraska-Lincoln, Creighton University, and College of St. Mary.

Our passion and experience bring ideas to life. We work to help our clients define and communicate project objectives using detailed cost and programming analysis. We help assemble and lead teams to achieve our client's validated project objectives by providing realistic information in formats that are easy to understand. Conceptual/detailed cost planning with a **procurement strategy in sync with the project objectives brings cost and schedule certainty to every project.**

We are inspired, determined, and highly motivated estimators, engineers, managers, and construction professionals that have united with purpose — provide Concept-to-Completion Program, Design, and Construction Project Management services that save more than they cost. We are Trusted Advisors committed to achieving our client's project objectives.

**Project Advocates will help this team by providing boots-on-the-ground support from their Omaha office after a disaster and lend their construction management and cost estimating expertise and Nebraska-specific experience to assist with complex PA and HMGP projects, both pre- and post-award.**

# Project Summary Matrix

AtkinsRéalis is the firm that provides NEMA with a wide range of experience in the FEMA PA, IA, and HMGP Programs. As demonstrated in Table 1, AtkinsRéalis offers its substantial experience and dedicated resources to NEMA at all levels of government across the nation addressing different types of hazards and different scale events. In addition to providing FEMA programmatic expertise, we have the technical resources to determine engineering feasibility, cost-effectiveness, and accurate costing.

**Table 1.** AtkinsRéalis’ experience delivering similar services. All work in Table 1 performed by AtkinsRéalis; subcontractor experience is highlighted on previous pages and in the Technical Response.

Client and contract	Program(s) and Duration	Experience highlights
<b>Spartanburg County, SC, FEMA Public Assistance Program Support.</b> PA technical assistance and grant management consulting for Hurricane Helene	PA Dec 2024 - present	<ul style="list-style-type: none"> <li>Supported development of Damage Inventory and all subsequent PA projects</li> <li>Procurement and compliance management consulting</li> <li>Development of 406 hazard mitigation proposals</li> <li>Funding Strategy development to optimize recovery</li> </ul>
<b>Florida Division of Emergency Management (FDEM) Multiple Public Assistance Consulting Contracts,</b> Providing PA grant management and technical assistance support on multiple disasters: COVID-19 Pandemic, Hurricane Ian, Hurricane Idalia, Hurricane Helene, Hurricane Milton	PA 2020- present	<ul style="list-style-type: none"> <li>PA technical assistance and grant management services to state PA recipient entity (FDEM)</li> <li>Providing cradle to grave PA Program implementation services for multiple disasters</li> <li>Supporting interpretation and compliance with FEMA policy changes under DRRRA of 2018</li> <li>Ensuring timely project completion and closeout</li> <li>Development of 406 hazard mitigation proposals for multiple applicants</li> </ul>
<b>North Dakota Department of Emergency Services (NDDDES) HMA and PA 406 Support Contract.</b> Comprehensive hazard mitigation services for HMA recipient on consecutive task orders which ranges from local mitigation plan review, HMGP application review, and BCA preparation to 406 hazard mitigation proposal development under FEMA PA.	HMGP 2011 to present (through 2026)	<ul style="list-style-type: none"> <li>HMGP programmatic compliance oversight (over 100 apps)</li> <li>BCA development</li> <li>Engineering and feasibility reviews</li> <li>State mitigation plan development</li> <li>Local mitigation plan review</li> </ul>
<b>Massachusetts Emergency Management Agency HMA Support Contract.</b> Providing comprehensive HMA grant management support to MEMA.	HMGP, FMA, BRIC 2020 to present (through 2029)	<ul style="list-style-type: none"> <li>BCA development</li> <li>Engineering and feasibility reviews</li> <li>HMGP, FMA, and BRIC application/project reviews</li> <li>Technical assistance and training</li> </ul>
<b>Maine EMA Emergency Management and Planning Services Contract.</b> Subcontractor for contract to provide PA consulting services	PA 2018-2025	<ul style="list-style-type: none"> <li>PA consulting services including grant administration, technical assistance, and closeout for multiple disasters</li> </ul>
<b>Mississippi Emergency Management Agency PA Support Contract.</b> Comprehensive technical assistance and grant management services under multiple federal programs (PA and CDBG-DR) services since Hurricane Katrina	PA, CDBG-DR 2005 - present	<ul style="list-style-type: none"> <li>Engineering and feasibility reviews</li> <li>Efficient oversight of more than \$3.2 billion in grant funding and nearly 13,000 Project Worksheets (PWs).</li> <li>Comprehensive HUD CDBG-DR and FEMA PA program administration for the State of Mississippi since Hurricane Katrina</li> <li>Insurance and environmental reviews</li> <li>Appeals support and closeout</li> </ul>



Client and contract	Program(s) and Duration	Experience highlights
<p><b>City of Mexico Beach, FL.</b> Comprehensive Disaster Recovery Services for FEMA PA, HMA, and HUD CDBG-DR/MIT.</p>	<p>PA, HMGP CDBG-DR 2018 to present</p>	<ul style="list-style-type: none"> <li>PA technical assistance and grant management from RPA to closeout</li> <li>Helped City obligate over \$100M in funds; large-scale PA 406</li> <li>HMA grant development/management</li> <li>BCA development and engineering reviews</li> <li>Technical assistance and training</li> </ul>
<p><b>South Carolina Emergency Management Division PA Support Contract.</b> Prime contractor to provide disaster recovery and mitigation consulting.</p>	<p>PA 2014 to 2022</p>	<ul style="list-style-type: none"> <li>Comprehensive PA technical assistance and grant management consulting services</li> <li>Technical assistance and training</li> <li>Financial/grant management support services from six straight disasters including hurricanes, fires, floods, and COVID-19</li> </ul>
<p><b>State of Montana Disaster &amp; Emergency Services PA/HMA Grant Management Contract.</b> As a subcontractor, assist the State with development of HMA applications.</p>	<p>HMGP 2024 to 2025</p>	<ul style="list-style-type: none"> <li>HMGP and BRIC application development</li> <li>BCA development</li> <li>EHP reviews</li> </ul>
<p><b>State of Iowa Department of Administrative Services Statewide HMA Support Contract.</b> On behalf of the State, prepared a BRIC application for the City of Cedar Rapids.</p>	<p>BRIC 2023 to 2024</p>	<ul style="list-style-type: none"> <li>BRIC application development</li> <li>Detailed engineering reviews</li> <li>Budget development</li> <li>BCA development</li> </ul>
<p><b>Florida Department of Financial Services, My Safe Florida Home Program.</b> Implementing intake applications, assigning inspections, and coordinating inspections and repairs, as well as grant management activities.</p>	<p>State-funded mitigation 2022 to present (through 2026)</p>	<ul style="list-style-type: none"> <li>Program compliance</li> <li>Technical assistance and training</li> <li>Grant management support</li> </ul>
<p><b>CODEFIN (non-profit in San Juan, PR) HMGP Support Contract.</b> Reviewed potential Microgrid project in downtown business district for HMGP.</p>	<p>HMGP 2024 to 2025</p>	<ul style="list-style-type: none"> <li>HMGP application review</li> <li>Preliminary BCA development</li> </ul>
<p><b>Texas Water Development Board (TWDB).</b> Statewide Flood Modeling and Mapping Services.</p>	<p>2021 to 2025</p>	<ul style="list-style-type: none"> <li>Updating the State's Substantial Damage Plan</li> <li>Supported TWDB Connected and automated vehicles (CAV)</li> <li>2D Base Level Engineering (BLE) for 35,000+ square miles</li> </ul>
<p><b>FDEM HMGP Support Contract.</b> Lead technical subcontractor providing technical assistance, application review, outreach, and development support for HMGP.</p>	<p>HMGP 2023 to 2024</p>	<ul style="list-style-type: none"> <li>HMGP application development</li> <li>Technical assistance and training</li> <li>Project development and eligibility review</li> </ul>
<p><b>FEMA Headquarters HMA and Floodplain Management National Training Contract.</b> As leading technical support subcontractor to small business, supporting FEMA for all HMA and BCA trainings.</p>	<p>HMGP 2020 to present</p>	<ul style="list-style-type: none"> <li>Conduct all BCA, HMA and Floodplain Management training and provide technical input to course revisions</li> <li>HMA programmatic compliance</li> </ul>
<p><b>City of Houston, TX Disaster Services Support Contract.</b> PA and HMA technical assistance and grant management consulting, which includes providing HMA program compliance and application/project development.</p>	<p>PA, HMGP 2022 to present (through 2027)</p>	<ul style="list-style-type: none"> <li>BCA development and engineering reviews</li> <li>HMGP and FMA application development</li> <li>406 proposal development</li> <li>Homeowner case management</li> <li>Technical assistance and training</li> </ul>

Client and contract	Program(s) and Duration	Experience highlights
<p><b>North Carolina Emergency Management Disaster Support Contract.</b> Provided PA and HMA technical assistance, PA project development, HM application review, and grant management.</p>	<p>HMGP, PA, IA 2018 to 2022</p>	<ul style="list-style-type: none"> <li>▪ BCA development and engineering reviews</li> <li>▪ HMGP, FMA, and BRIC reviews</li> <li>▪ Technical assistance and training</li> <li>▪ Subcontractor for PA and IA technical services</li> </ul>
<p><b>Johnston County, NC HMA/HMGP Support Contract.</b> Provided HMGP support services including case management.</p>	<p>HMGP 2018 to 2021</p>	<ul style="list-style-type: none"> <li>▪ HMA Project Management and Application Development</li> <li>▪ Case management for acquisition / elevation projects</li> </ul>
<p><b>Town of Longboat Key, FL HMA Support Contract.</b> Assisting Longboat Key in responding to Requests for Information (RFI) for HMGP support.</p>	<p>HMGP 2025 to present</p>	<ul style="list-style-type: none"> <li>▪ HMA Application development</li> <li>▪ BCA development</li> <li>▪ Detailed engineering reviews</li> <li>▪ EHP support</li> </ul>
<p><b>City of Crystal River, FL HMA Support Contract.</b> Comprehensive Recovery and Mitigation Support, including HMGP and FMA Swift Current.</p>	<p>HMGP, FMA 2023 to present</p>	<ul style="list-style-type: none"> <li>▪ HMGP and FMA Swift Current application/project development</li> <li>▪ Homeowner case management</li> <li>▪ BCA development</li> </ul>
<p><b>FEMA, Hazard Mitigation Technical Assistance Program (HMTAP).</b> Subcontractor to provide nationwide HMA support under the HMTAP.</p>	<p>HMGP 2015 to 2024</p>	<ul style="list-style-type: none"> <li>▪ Technical assistance and training</li> <li>▪ Financial/grant management</li> <li>▪ BCA development</li> <li>▪ HMA grant management</li> </ul>
<p><b>City of Miami, FL Grant Management Support Contract.</b> Implementing all areas of the ARPA Fiscal Recovery Funding (FRF) program, including project review and compliance.</p>	<p>ARPA 2022 to 2026</p>	<ul style="list-style-type: none"> <li>▪ Compliance management</li> <li>▪ Project eligibility review</li> <li>▪ Reporting</li> </ul>
<p><b>California Office of Emergency Services (Cal OES).</b> Provided BCA training and technical assistance for HMGP projects</p>	<p>HMGP 2018 to 2023</p>	<ul style="list-style-type: none"> <li>▪ BCA development</li> <li>▪ Technical assistance and training</li> </ul>
<p><b>FEMA Production and Technical Services (PTS).</b> Joint Venture (JV) partner to support FEMA's national mitigation programs to FEMA's Risk MAP PTS Contract</p>	<p>2014 to present</p>	<ul style="list-style-type: none"> <li>▪ Project reporting</li> <li>▪ Technical assistance and training</li> <li>▪ Financial/grant management</li> </ul>
<p><b>Alabama Emergency Management Agency Disaster Services Contract.</b> Provided PA and HMA technical assistance, applicant liaison, PA project development and review, HM application review, and BCA analysis.</p>	<p>HMGP 2011 to 2013</p>	<ul style="list-style-type: none"> <li>▪ PA policy support, technical assistance, and program implementation</li> <li>▪ Technical assistance and training</li> <li>▪ Financial/grant management support</li> </ul>

## Detailed Project Descriptions & References

As requested in the RFP, AtkinsRéalis provides the following references for previous projects of similar size, scope and capacity. Through these representative projects, we demonstrate our responsiveness to disaster-driven timelines, our extensive knowledge of and attention to detail in programmatic and grant management regulations, and technical abilities to drive value and get eligible projects approved and in the ground. Our extensive experience shown here and in Table 1 continually enhances our knowledge and processes to the benefits of clients. Should NEMA require any additional references, AtkinsRéalis will gladly supply those upon request.

In the project experience starting on this page, the duration in the table for each project expresses the time period as well as scheduled and actual completion dates. All of these projects are on-going so no final completion dates as of yet. The bidder's responsibilities and project description are found in the narrative for each project. Because these projects are on-going and actual budgets are a moving target, we are able to provide more details on the budgets of these framework contracts on request. AtkinsRealis was the prime contractor for all three of these projects. Subcontractor project experience narratives provided previously on these pages: Synergy on page 13; Indelible on pages 13-14, and Project Advocates on page 14.



**Figure 4.** Devastation from Hurricane Michael resulted in damage to 80 percent of infrastructure for the City of Mexico Beach. AtkinsRéalis was on-site supporting within 10 days of landfall.

### City of Mexico Beach, Florida Comprehensive Recovery Services

<b>Duration</b>	2018 - Present (Contract ends 2028)
<b>Contact</b>	Mell Smigielski, City Administrator
<b>Address</b>	201 Paradise Path, Mexico Beach, FL 32410
<b>Telephone</b>	850.648.5700, extension 5
<b>Email</b>	mell@mexicobeachfl.gov
<b>Facsimile #</b>	850.648.8768
<b>Total Contract Value</b>	\$7.5 Million

AtkinsRéalis professionals, as the prime contractor, were on the ground supporting City of Mexico Beach with comprehensive recovery, mitigation, and resiliency

We have assisted Mexico Beach receive nearly \$100 million in PA projects (obligated) with another approximately \$20 million in PA projects in development. We developed \$16 million in additional successful grant applications under other federal and state assistance programs including: CDBG-DR: \$5 million, HMGP: \$10 million, Natural Resources Conservation Service: \$3 million, National Fish and Wildlife Foundation: \$500,000, Florida Department of Environmental Protection (FDEP): \$100,000. This is all for a city with annual budget of \$4 million which did not have to take out loan in these reimbursement-oriented programs.

efforts since Hurricane Michael made landfall. In addition to leading PA efforts providing disaster assessment assistance, training, project formulation, professional cost estimating (including 428 project formulation), policy,



and compliance reviews, our team was instrumental in all mitigation efforts on behalf of the City, including the completion of successful HMGP and Community Development Block Grant – Mitigation (CDBG-MIT) applications.

Our team managed relationships with all City stakeholders, including Bay County, FDEM, FEMA, and U.S. Department of Housing and Urban Development (HUD), to maximize recovery, mitigation, and resilience efforts. Our team was

successful in pushing the first Hurricane Michael project through for \$2 million obligation and continues to provide grant management support across state and federal resources, including those from FEMA, NRCS, and FDEP, as well as donated resources.

In addition to developing a Resiliency and Redevelopment Plan for the City, AtkinsRéalis created successful BCAs and conducted feasibility review for projects working in concert with consultant engineers and architects.



**Figure 5.** Representatives from the City of Houston at the groundbreaking of the Inwood Detention Basin HMGP project valued at \$80M based on the efforts of AtkinsRéalis.

## Disaster Recovery and Consulting Services, City of Houston, Texas

<b>Duration</b>	2022 - Present (Contract through 2027)
<b>Contact</b>	Luci Correa, Assistant Director of Public Works
<b>Address</b>	611 Walker St, Suite 1010, Houston, TX 77002
<b>Telephone</b>	832.395.2677
<b>Email</b>	luci.correa@houstontx.gov
<b>Facsimile #</b>	832.393.8758
<b>Total Contract Value</b>	\$6 Million

As a grant manager providing staff augmentation to the City of Houston since March 2022, the team is responsible for assistance across all FEMA recovery and mitigation services, and we have supported increases in recovery

Our team was able to successfully grow a project previously projected at

**\$50M**

to over

**\$900M**

in 406 Hazard Mitigation

funding of over \$100 million through detailed BCA review and project analysis. We are responsible for the management of all HMGP projects from Hurricanes Harvey and Beryl, and the development of new HMGP, BRIC, and FMA grants for projects including technical assistance and training, code enforcement, and floodplain management standards.



AtkinsRéalis has overseen multiple \$100+million infrastructure projects in response to Hurricane Harvey. When we started in 2022, one infrastructure project, Inwood Detention Basin, did not initially have a favorable BCA for this project. The City faced the possibility of pulling the project out altogether. The AtkinsRéalis team, led by our BCA lead Hilary Kendro helped the City to not only achieve a positive BCR and application approval in two months' time but supported an amendment to increase the project value from \$58 million to \$80 million.

AtkinsRéalis is also managing the City's homeowner elevation program working with homeowners and stakeholders to elevate homes in compliance with the National Flood Insurance Program (NFIP). While the team is responsible for assistance across all FEMA recovery and mitigation services, currently we have supported the management of the City's home elevation program. This includes:

- Developing HMGP, FMA, and FMA Swift Current applications for home elevations
- Managing the City's FMA home elevation program
- Overseeing all aspects from project application to bid reviews, contracting, inspection, and closeout.

- Providing QA/QC oversight of construction and inspection
- Facilitating contract review, homeowner consultation, and closeout.

As a prime contractor, the team managed the home elevation program for the City in all phases. The team processed over 250 homes for elevation, the largest amount the City had ever received in funding and prior processes as the City dictated approving every single homeowner contract. To expedite the process, we developed unique teams for application development, leveraging our national BCA expertise and established a team structure for grant management. We worked with Houston Public Works and City of Houston legal counsel to create a strategy for a blanket contract approval with the City Council saving months of time for processing.

"AtkinsRéalis folks, really appreciate the support y'all provided this week to timely file our response and solicit support from the state. The team 'whatever it takes' effort is a great reflection on the progress we have made over the past 18-24 months."

— David Wurdlow



**Figure 6.** Torrential rainfall led to historic flooding in Ipswich, MA. AtkinsRéalis has worked with MEMA in the management of multiple HMA grants to increase resiliency for the area.

## Hazard Mitigation Assistance Support, Massachusetts Emergency Management Agency

<b>Duration</b>	2020 - Present (Contract through 2029)
<b>Contact</b>	Michelle (Shelly) O'Toole, Hazard Mitigation Supervisor
<b>Address</b>	400 Worcester Road, Framingham, MA 01702-5399
<b>Telephone</b>	508.820.1443
<b>Email</b>	michelle.otoole@mass.gov
<b>Facsimile #</b>	508.820.2030
<b>Total Contract Value</b>	\$1.5 Million

AtkinsRéalis is providing as needed technical services to MEMA and the Executive Office of Energy and Environmental Affairs (EOEEA) to support Federal and State HMA and municipal vulnerability preparedness grant programs. AtkinsRéalis provides grant development, program management, disaster recovery, engineering reviews, BCA, and other technical services for larger and/or more complex grants. Additionally, AtkinsRéalis has led training for MEMA on BCA and has provided dedicated SMEs in the management of legacy HMA projects and the completion of new mitigation projects, working directly with subrecipients.

Support areas include:

- Technical, review, and administration support for all active Massachusetts HMGP and legacy/legislative PDM applications and projects
- Direct technical assistance in the completion of BCAs

- Technical, review, and administration support for the FFY20 and FFY24 Massachusetts BRIC applications.

Overall, the following bullets summarize the level of assistance we have provided to MEMA and Massachusetts communities applying for FEMA funds under HMA programs (HMGP, LPDM, and BRIC):

- Technical Assistance (TA) provided by AtkinsRéalis to 113 communities.
- Total Number of potential projects reviewed: 211 potential HMA projects.
- Total Trainings Conducted: six (both BCA and HMA in 3 consecutive years).
- Developed six MEMA Customized Assessment Documents (both BCA and HMA) to assist with application development.
- For eight different MEMA disaster program cycles (BRIC, LPDM, and HMGP), of the 90 subapplications we reviewed, 84 went on to be submitted for funding consideration.
- In working closely with MEMA to provide technical assistance to local government, we demonstrated increased proficiency and success as the percentage of Massachusetts BRIC subapplications accepted by FEMA for further review increased from **32.7% in BRIC 22 to 61.2% in BRIC 23** for the same number of subapplications (49).

"AtkinsRéalis has been an extremely professional, detailed, and knowledgeable consultant, without which MEMA would not be able to implement FEMA's Hazard Mitigation Assistance grant programs successfully."

— Mark Talbot, MEMA Training and Exercise Manager

AtkinsRéalis offers the above three previous projects as proof of our successful efforts providing disaster recovery and hazard mitigation projects of similar size, scope and complexity to this RFP's scope of services. AtkinsRéalis served as the prime contractor for all three of these projects.



**SUBCONTRACTORS**

If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:

- 1.9**
- i. name, address, and telephone number of the subcontractor(s),
  - ii. specific tasks for each subcontractor(s),
  - iii. percentage of performance hours intended for each subcontract; and
  - iv. total percentage of subcontractor(s) performance hours.

**No Response Required**

If we are selected on this contractor, we will provide the subcontractor information requested in the RFP.

## TECHNICAL RESPONSE

### Project Management Approach

While disasters can be unpredictable, our approach is consistent and proven, based on an extensive history of providing our disaster recovery services for nearly 30 years. AtkinsRéalis is internationally recognized for the delivery of high-profile, complex, and time-sensitive projects and programs around the globe. Our effective project management helps us control and deliver projects to meet budget and program goals while maintaining safety, achieving quality, and maximizing return on investment for our clients.

To provide NEMA reliable and prompt access to the highest level of professional expertise and skilled and experienced resource capacity, AtkinsRéalis has assembled a team of dedicated professional partners, most of whom we have had long and successful teaming relationships. As the inevitable disasters impact Nebraska, together, we are asking for the opportunity to help NEMA to restore the affected areas to resilient and vibrant communities. Our project recovery specialists are routinely deployed directly to disaster sites, as may be requested for this contract.

We understand that NEMA's needs will vary depending on the type of disaster. A more localized event may require a smaller deployment while a multi-state Midwest Flood or derecho-type event will take an 'all hands on deck' approach. We will scale up appropriately and as directed by NEMA.

Every project at AtkinsRéalis requires the development of a Project Management Plan (PMP) (see Figure 7) that incorporates all critical project elements. Project Manager **Katie Waters**, who has led extensive recovery efforts as the Recovery Lead for the State of Iowa and now in Florida as Deputy Project Management for PA technical assistance and grant management engagements for multiple disasters, will create Project Management Plan to manage multiple tasks and address the key elements of safety, project controls, QA / QC, resource management, communication, change management, and risk management. A PMP is most effective when the project manager balances team coordination and working closely with key staff, while giving them the opportunity to work independently. Katie coordinates with staff to ensure each work task progresses according to planned schedules, budgets, and staffing plans, and to make available additional resources or subject matter experts (SMEs) to meet deadlines.



Figure 7. AtkinsRéalis will create and execute a Project Management Plan using our established quality process.

Portions of the PMP will be relevant to the overarching contract (i.e., safety, communication, quality) and other sections will be updated to include the “What, Where, Why, Who, and How” for scope, schedule, and budget for each assignment. For example, to manage budgeting, staffing, risk, and document control, we will:

- Verify assignment scope – Major scope elements – Specialized scope
- Identify client points of contact (POCs) and key stakeholders involved
- Confirm team members involved and the AtkinsRéalis POCs for staff management
- Establish expected delivery dates or duration of assignments – Milestones – Phasing
- Prepare a schedule for deliverables showing the steps and interim milestones to final task completion and house the schedule on our Microsoft Teams site
- Establish budget expectations – Track original budgets vs. actuals and current forecast
- Define expected communication protocol with NEMA. Our anticipation is to hold weekly progress updates and monthly coordination calls

**Information Management.** In our work, AtkinsRéalis has developed online systems for document sharing, staff management, and monitoring of mission and project status and progress. At the outset of an engagement, the AtkinsRéalis team will devise a file architecture and associated business processes for efficient document management. The AtkinsRéalis team will regularly update and review the contents of each folder to ensure that the documentation is current and compliant with applicable federal standards and NEMA document management protocols. This organized structure will facilitate easy retrieval of information and enhance overall project management. AtkinsRéalis ensures the accuracy of documents through project plans, project quality managers (PQM), audits, and project processes. Our oversight and project management emphasizes responsiveness, effective communication, and trust.

We will leverage technology to increase efficiency and accuracy while saving costs by diverting resources and freeing up staff from time-consuming but important tasks.

In addition to accurately reviewing, analyzing, and processing FEMA regulatory requirements to help with procurement compliance, we also interpret gray areas of FEMA policy, which may determine eligibility. Having been involved in more than 50,000 projects, we have worked with FEMA to resolve issues and appeals and prepare audit-ready documentation of field activities supporting all levels of government.

Our team is ready to mobilize immediately if selected. Based on a call or notice to proceed, we would determine which staffing positions and numbers would be initially required, and the location(s) and time(s) of deployment based on the immediate and longer term needs communicated by NEMA.

The AtkinsRéalis team structure, as depicted in our organizational chart at the end of this section, has been thoughtfully and strategically developed to enhance our proven ability to provide superior disaster recovery services. Our team is cohesive having worked together on past disaster recovery efforts. Our two lead Recovery Executives, Project Manager Katie Waters and Project Principal Matt Talley have been working on these types of disasters for a combined 40 years. Because complex disaster operations may sometimes require unique specialties, we are currently supported by a team of three specialty subcontractor firms. We have over 100 core professionals with experience across the scope of work.

Our recovery program and project specialists will lead this effort, and they will be supplemented by technical professionals as needed. Based on any assigned scope we receive we will determine which disciplines are needed and look at our extensive roster and bench of discipline experts to assemble the best team for what is being requested on a specific disaster by NEMA. We will factor in experience in the state and region in this determination as well as similar type disasters (e.g., derecho, winter storm, flood). Our organizations are geographic-agnostic, and we will designate the needed expertise regardless of location. If specialized expertise or augmented resources are needed, we will reach our expert subconsultants. Depending on an individual task order needs, our Project Manager can designate resources from any of the AtkinsRéalis team offices. We have staff in each area of expertise who could augment critical tasks if the schedule dictates. Our team structure ensures that if major task leaders change due to circumstances reviewed by NEMA, the impact of lost knowledge can be minimized.

To reduce this risk, we have developed standard quality/operating procedures associated with staff changes. This plan relies heavily on open communication. We continuously foster an environment of information sharing so that, if staff changes, other team members are aware of current project statuses, schedule modifications, staffing needs, and budget updates. By managing staff involvement, maintaining team communications, and providing a deep and local staffing plan, AtkinsRéalis will continually mitigate any risk for key personnel who leave the project.

To that end we will ensure that staff are trained and certified. A commitment to training is embedded in our processes, demonstrating our focus on how we grow and develop our people. Training needs are identified through our regular performance management reviews and formally agreed to annually. Our internal “Learning Zone” is accessible to all employees, hosting training opportunities, covering technical, project, and professional skills, as well as behaviors and knowledge. This enables everyone to tailor their training to their needs and aspirations. We have established technical networks, led by our technical fellows and network chairs, who are responsible for delivering technical training webinars and knowledge-based learning.

## Project Management Leadership



**Matt Talley, JD, PMP, Project Principal**, a seasoned program executive with more than 25 years of experience leading complex, multi-agency disaster recovery and resilience programs. He has an extensive record delivering FEMA PA, IA, and HMA programs, as well as portfolio scale federal grant programs supporting multibillion dollar recoveries. His expertise includes interpreting the Stafford Act and 2 CFR 200, designing policy, overseeing large-scale workforce mobilization, and establishing performance governance frameworks that help state and local partners navigate federal disaster programs. Mr. Talley has managed more than 2,000 deployments and over 50 task orders, including leadership roles on the \$1.2B PA Technical Assistance Contract (PATAAC) and inaugural Consolidated Resource Centers (CRC) startup. He has supported more than 25

major disasters across the country, including the World Trade Center (2001), Hurricane Katrina (2005), Superstorm Sandy (2012), the 2008 Iowa Floods, the Joplin Tornado (2011), and most recently the 2025 Palisades Fire in California. Mr. Talley’s executive-level leadership and mastery of federal disaster programs position him to help the State of Nebraska rapidly organize, manage, and optimize recovery operations while ensuring applicants maximize all eligible funding opportunities.



**Katie Waters, Project Manager**, brings 17 years of comprehensive experience in emergency management, specializing in grant program development, administration, and the management of complex disaster recovery operations. Her background spans statewide disaster policy, programmatic oversight, supervision, and the coordination of multi-agency recovery efforts. As a former **Public Assistance Officer** and **Bureau Chief for the State of Iowa**, Ms. Waters oversaw the State and Joint Preliminary Damage Assessments, coordinated the preparation of statewide infrastructure damage data, and led the development of Presidential Disaster Declaration requests. She also served as the **Alternate State Coordinating Officer**, guiding federal, state, local, and private stakeholders through all phases of recovery. Her deep understanding of local, county, state,

and federal regulatory frameworks ensures that clients deliver compliant, timely, and well-scoped programs that maximize eligible reimbursements.

Bios of key staff by discipline are found in their respective sections in 2.1, 2.2, and 2.3. See Figure 8 for our organizational chart for this project. AtkinsRéalis staff that are located within the FEMA Region 7 geographic footprint are shown in red font with a (R7) behind their name in the org chart.

# NEBRASKA

## EMERGENCY MANAGEMENT SERVICES

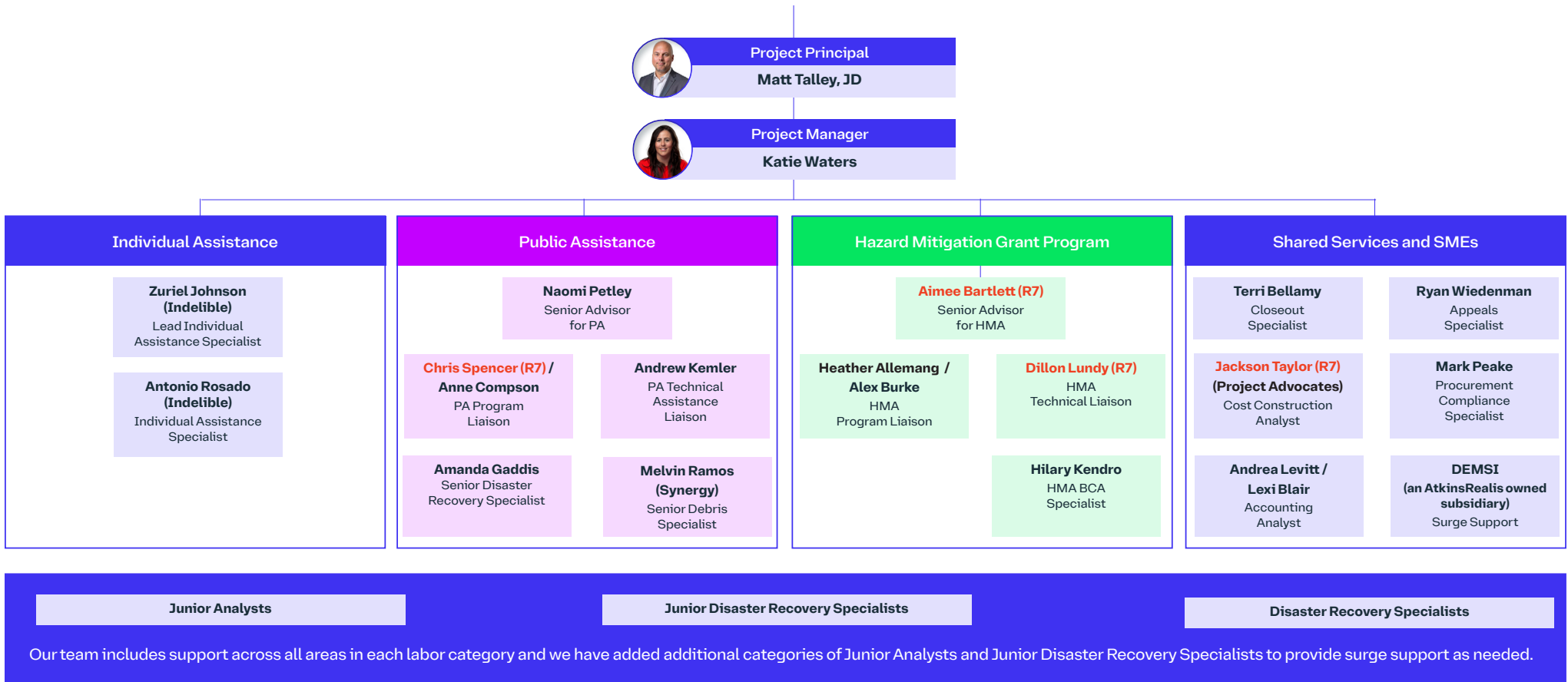


Figure 8. Organization Chart.

\* The people provided on this organization chart are key personnel who will be committed to the project with substitutions made only with NEMA approval. Additional qualified personnel can be provided based on project needs.

**Describe bidder’s process for providing PA technical services.**

The bidder should address the following:

**2.1**

- i. Bidder’s process for reviewing projects for sub-recipients not yet obligated by FEMA
- ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process
- iii. Bidder’s process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

**Response:**

## Bidder’s Process for Providing PA Technical Services

Implementing the FEMA Public Assistance (PA) Program from disaster declaration through closeout is inherently complex process involving navigation of evolving policy and guidance, strict eligibility rules, and detailed documentation requirements while coordinating across multiple applicants and stakeholders. An effective disaster recovery consultant must bring **technical expertise in FEMA PA regulations**, strong **program and grants management skills**, and the ability to interpret and apply policies consistently throughout all phases of a disaster.

Success depends on

- Deploying the right **resources**, including knowledgeable staff, document management systems, and tools for tracking costs, damages, and compliance milestones;
- Applying structured **methodology**—typically combining project formulation, proactive subrecipient engagement, rigorous documentation review, and recurring quality assurance checks—to keep projects eligible and compliant; and
- Facilitating collaboration between state, local, and federal partners to ensure that scopes of work, cost estimates, and environmental and historic preservation requirements are met without delays.

Ultimately, a disciplined, methodical, and analytics driven approach is critical to achieving timely PA project obligation, maximum reimbursement, effective compliance management, and smooth project closeout.

AtkinsRéalis has over 30 years of experience providing PA Program technical services and grant management support to recipients, subrecipients, and impacted communities. We were at the helm of disaster response and recovery support services after Hurricane Andrew and we have continued to provide support for every major disaster since, including Hurricanes Katrina, Sandy, and Michael, and the COVID-19 pandemic response. Maximizing the financial assistance available under the FEMA PA Program is critical to a rapid and successful recovery. Our decades-long professional experience provides insight into the framework of the program under the Stafford Act and program improvements implemented following Hurricanes Katrina and Superstorm Sandy, as well as the Disaster Recovery Reform Act of 2018. Our teams support PA recipients and subrecipients across the full PA Program lifecycle – from damage identification, damage inventory development, and recovery scoping meetings to site inspections, project scope and cost development, obligation, versioning, and closeout – while maintaining an “closeout-ready” posture throughout.

Our approach to providing PA technical services is designed to help the State of Nebraska and its communities move from incident response to reimbursement and closeout with speed, compliance, and defensibility. We recognize that disaster recovery is a complex endeavor that requires an integrated delivery system that connects operational decisions in the field with real-time documentation, procurement and financial controls, and disciplined project formulation. Acknowledging that every disaster is also a learning opportunity, we also focus on improving outcomes beyond the current incident. We help agencies strengthen preparedness and resilience planning, build reliable and effective internal processes, and develop staff capacity so future incidents can be managed more effectively and with less administrative burden.



## Key PA staff for this project

An approach to providing effective PA Program technical assistance and grant management support begins with the selection of a qualified and experienced team. Key staff selected and offered under this proposal are provided below.



**Naomi Petley – Senior Public Assistance Advisor.** Before joining the private sector, Naomi served as the Maine Emergency Management Agency State Public Assistance Officer, where she worked with state and local governments, tribal nations and certain non-profit agencies to recover disaster-related costs through the Federal Disaster Declaration process. She has worked directly with public entities and state and federal agencies, providing technical assistance and oversight for complex Public Assistance projects. Ms. Petley’s strengths include compliance review, project scoping, lifecycle grants management, and quality assurance. She has led teams of grant professionals and supported subrecipients from project initiation through closeout, ensuring adherence to the Stafford

Act and FEMA PA policies. Her attention to detail and ability to translate federal requirements into actionable steps help subrecipients maintain compliance and maximize eligible funding. Ms. Petley’s strong quality-control focus and end-to-end PA expertise equips Nebraska to expedite project processing and maintain full compliance throughout the grant lifecycle.



**Chris Spencer, AICP, PA Program Liaison.** Chris Spencer is an experienced professional with a diverse background in project management, facilitation, administration, and environmental and emergency management programs. His background includes serving the State of Iowa as a Policy and Technical Assistance Program Officer and Disaster Project Specialist, roles in which he supported FEMA program activities and stakeholder coordination. He has also worked as a Grant Writer/Planner supporting tribal emergency management and as a Natural Resource Director, managing FEMA-related environmental programs. His work has consistently involved collaboration with local and

county agencies, supporting subrecipients and stakeholders through complex development and compliance processes. Mr. Spencer’s multi-sector experience and strong coordination skills enable him to help Nebraska subrecipients navigate complex PA and mitigation requirements while strengthening local capacity.



**Anne Compson, JD, PA Program Liaison,** With 29 years of experience, Anne Compson is a seasoned expert in project management, long-term recovery, compliance, and grant administration for state and local governments and nonprofit organizations. Her work spans recovery program design, implementation of multi-funding source strategies, and extensive leadership across FEMA Public Assistance, Hazard Mitigation, HUD CDBG-DR, and other federally funded programs. Ms. Compson has been instrumental in helping clients navigate the Stafford Act, developing and applying comprehensive compliance frameworks, and preparing large-scale programs for audit and closeout. She has managed

major recovery initiatives, including over \$1.2 billion in federal COVID-19 assistance, and has been recognized by FEMA for her excellence in project management. Her expertise in regulatory interpretation, policy advice, compliance, and problem resolution positions her to support Nebraska in accelerating recovery operations and ensuring subrecipients receive every dollar for which they are eligible.



**Amanda Gaddis, Senior Disaster Recovery Specialist,** has nine years of experience in finance, accounting, government operations, and disaster recovery, with specialization in FEMA Public Assistance, budgeting, data analysis, and contract management. She has played key roles in major disaster recovery missions, including Hurricane Ian and Hurricane Idalia, where she led project review efforts, ensured regulatory compliance, and supported the distribution of more than \$40 million in public assistance to a Florida subrecipients. Ms. Gaddis manages teams of junior consultants and provides hands-on guidance to subrecipients navigating the PA process. Her ability to ensure accurate

documentation, maintain compliance, and streamline workflow is directly aligned with Nebraska’s need for qualified personnel capable of expediting recovery and maximizing grant opportunities.



**Andrew Kemler, PA Technical Liaison**, brings seven years of experience supporting disaster recovery and mitigation programs from the subrecipient, recipient, and federal perspectives. A Nebraska native, his background includes extensive work with FEMA Public Assistance. As a Program Delivery Manager (PDMG), he has advised clients on policy interpretation and documentation requirements. He has supported some of the state's largest subrecipients, including NPPD, the City of Lincoln, and the City of Omaha, on complex Public Assistance project submissions. He has simultaneously managed the development of multiple Project Worksheets across all PA categories, conducted site assessments, and produced detailed and compliant scopes of work, damage descriptions, and cost estimates to facilitate seamless processing through FEMA's CRC. Mr. Kemler has extensive experience providing guidance on Stafford Act Section 404 and 406 Hazard Mitigation programs, floodplain management considerations under EO11988 and EO13690, and complex Section 428 Alternative Procedures. His expertise enables subrecipients to pursue and optimize eligible mitigation funding while ensuring full compliance with federal and state requirements. This combination of technical knowledge and practical field experience strengthens state-led recovery operations and helps subrecipients maximize available grant opportunities.



**Terri Bellamy, Closeout Specialist**, brings 18 years of FEMA PA experience supporting federal, state, and local governments across more than a dozen federally declared disasters. Since 2004, she has served as a PA technical assistance consultant supporting major disasters, including Hurricanes Charley, Francis, Jeanne, Katrina, Irene, Sandy, Harvey, and Irma, as well as flooding disasters in Iowa, Montana, and Colorado. Ms. Bellamy is experienced in multiple PA roles, including Project Officer/CRC Specialist, Public Assistance Coordinator/PDMG, QA/QC Specialist, Closeout Specialist, Liaison, Reports Specialist, and Policy Advisor. Her strong command of FEMA policy, scope of work development, contract monitoring, and quality assurance supports efficient and compliant closeout of large and complex project portfolios. Ms. Bellamy's extensive closeout expertise strengthens Nebraska's ability to resolve projects efficiently, avoid deobligations, and ensure compliance with federal PA requirements.



**Ryan Wiedenman, AICP, CFM, Appeals Specialist**, brings 15 years of experience in grant development and project management across risk assessment, PA, HMA, and community engagement programs. He has supported state and local governments in developing and managing recovery, mitigation, and resilience initiatives designed to reduce long-term community risk. Mr. Wiedenman has led tasks for FEMA and HUD, including RiskMAP outreach, Substantial Damage Estimation (SDE), and CDBG-DR program support, and is well-versed in the full lifecycle of PA Project Worksheet development and management. He recently supported missions for the FDEM following Hurricane Ian and has

provided continuous project management support for the communities of Mexico Beach, FL, and Houston, TX, advancing comprehensive disaster recovery, mitigation, and resilience efforts. Mr. Wiedenman's technical expertise in risk reduction and appeals strengthens Nebraska's capacity to secure mitigation funding and successfully navigate complex PA eligibility and documentation challenges.



**Melvin Ramos, Senior Debris Specialist (Synergy)**, brings over 14 years of disaster response and recovery experience with deep expertise in tornado, flood, severe storm, and winter storm operations common in the Midwest. His background spans large-scale, multi-jurisdictional debris operations under FEMA PA programs, where he has led data management, debris monitoring, QA/QC processes, and the implementation of automated debris management systems (ADMS). Throughout his career, Mr. Ramos has played a critical role in helping state and local governments rapidly capture, validate, and reconcile disaster-related debris and damage data—often under complex operational conditions

following high-impact hazard events. He is recognized for developing durable procedures, databases, and field-to-FEMA documentation systems that have been adopted and standardized across multiple firms in the debris management industry.

Following the strongest storm to strike the Big Bend region of Florida in more than a century, Synergy was an integral part of a team assisting the Florida Department of Transportation's District 2 in a contract to oversee emergency access and debris removal operations. Synergy deployed over 125 field and office personnel to support FEMA Category A and B recovery efforts, ensuring accurate documentation and compliance with all federal and state guidelines. The team contributed to certifying more than 750 trucks and documenting over 350,000 debris tickets across 41 debris management sites. In partnership with the prime contractor and FDOT, Synergy's monitoring and data teams helped manage the removal and disposal of millions of cubic yards of vegetative and C&D debris and 230,000 hazardous trees.

In addition to the positions requested under the RFP, we also propose the following additional specialized positions and personnel:



**Mark Peake, Procurement Compliance Specialist**, has over 25 years of public- and private-sector procurement experience and holds a Bachelor of Science in Business Administration with a finance concentration. He is highly skilled in applying and interpreting 2 CFR 200 procurement requirements for federally funded programs and providing compliance guidance to recipients and subrecipients. His mastery of procurement compliance ensures that Nebraska subrecipients maintain eligibility, avoid disallowed costs, and strengthen the integrity of their disaster recovery programs.



**Jackson Taylor, Cost Construction Analyst (Project Advocates)**, is a versatile construction professional with five years of experience in estimating, design, field supervision, preconstruction, and project management, giving him strong practical grounding in construction cost estimating and budget analysis for complex projects. He holds dual bachelor's degrees in Real Estate & Land Use Economics and Marketing from the University of Nebraska-Omaha, providing him with analytical training in economic modeling, cost evaluation, and financial decision-making directly relevant to cost analysis. He has supported multifaceted efforts across higher education, justice, non-profit, industrial, and entertainment sectors, including work on the Council Bluffs Police Department, Dundee Theater, and College of Saint Mary's facilities—projects requiring disciplined cost tracking and technical review. Jackson's estimating experience, cost-focused training, and proficiency with industry tools make him well-suited to support Nebraska's disaster-related programs with accurate, timely, and actionable cost assessments.

## i. Bidder's process for reviewing projects for sub-recipients not yet obligated by FEMA

The process for supporting project development to obligation begins with supporting implementation of the overall PA Program for a newly declared disaster. The AtkinsRealis process for supporting implementation of the PA Program including individual projects is described below, starting with subrecipient exploratory calls and recovery scoping meeting through project scope and cost development.

Over the past decade, FEMA has developed and refined a model for delivery of the PA Program based on use of the online FEMA Grants Portal system. Our team will also immediately secure appropriate access to the FEMA Grants Portal system, which is integral to the FEMA PA funding processes. FEMA will administer PA project development using the workflow under the National Program Delivery Model, which is based on four operational phases. Each phase is intended to produce an objective which advances the project development process to funding and eventually to closeout out. Our approach to supporting the PA Program will align with FEMA's process and workflow.

### FEMA Public Assistance Project Development Workflow

Milestones and deadlines built into the program delivery model, such as the Recovery Scoping Meeting, development and finalization of the Damage Inventory, conducting site inspections, completion of Essential Elements of Information, and cooperation with the FEMA CRC for project formulation, are necessary components of the PA funding process.

With our knowledge of the expectations and challenges of navigating the process and the tools and strategies developed from our experience supporting PA recipients and subrecipients, we will ensure that potential subrecipients are prepared to respond to all FEMA requests for information and documentation and avoid pitfalls such as Duplication of Benefits or inadequate support of eligibility or cost to maximize funding and recovery opportunities.



Figure 9. Milestones.

### Operational Planning

Based on prior experience, and in consultation with NEMA, our team would outline initial tasks and objectives to be completed, including the following short-term tasks:

- Hold a kick-off meeting with Leadership to understand the immediate needs, response and recovery accomplishments to date, ongoing efforts, pinch points, and goals and priorities.
- Preparation for supporting FEMA Exploratory Calls and Recovery Scoping Meetings.
- Meeting with NEMA project management and PA subrecipients to explain and review documentation critical to implementation of the FEMA PA Program, including insurance policies and claim status, procurement policies and procedures, labor and payroll policies, and expenditures to date and any immediate needs.
- Support development and submission of applications for Expedited Projects for emergency work.
- Track and support development of subrecipient damage inventories identifying all damage in FEMA's required format with all necessary supporting information.

**Exploratory Calls and Recovery Scoping Meetings.** We will ensure that NEMA and PA subrecipients are optimally prepared for Exploratory Calls and Recovery Scoping Meetings by supporting collection of photos, inspection reports, and other documentation of disaster-related damage; presentation of clear and comprehensive descriptions of damages and

impacts; collection and transfer of critical documentation, identification of potential hazard mitigation opportunities, and identification of recovery funding priorities.

**Damage Inventory.** Our PA Program Technical Liaisons will work with every subrecipient to collect damage and expenditure information to compile the FEMA Damage Inventory on which to base project development. The Damage Inventory must be complete and accurate prior to the deadline for finalization, which is 60 days after the completion of the Recovery Scoping Meeting. The Damage Inventory must include a description of the damage or emergency work, the estimated cost, whether work has been completed, and the anticipated method of completing the work.

**Site Inspections.** FEMA will conduct site inspections for all items included in the Damage Inventory. Through the site inspections, FEMA verifies that the items on the Damage Inventory are a result of the disaster and are accurately described. We will assist subrecipients with providing photographs, maintenance records, and damage/inspection reports to FEMA prior to the site inspections. We also will provide knowledgeable and experienced staff to accompany FEMA on the site inspections to ensure that FEMA accurately records the cause, dimensions and extent of damage. We will ensure that the site inspectors identify any damage that they determine to be not disaster related so there is an opportunity to dispute the findings.

Where damage has already been repaired or work completed, FEMA will conduct a “tabletop site inspection” or document review to verify disaster-related cause and accuracy of Damage Inventory items.

**Turning a Damage Inventory into Projects.** As information regarding DI items is compiled through site inspections and collection and review of subrecipient documentation, AtkinsRéalis staff will monitor the organization of DI items into projects to move forward for formulation. During this process of formulating DI items into projects, several aspects of damage and work must be considered: whether DIs are for work completed, whether it is advantageous to group DI items for a Large Project, and whether DI items will trigger Special Considerations such as environmental, historic preservation, or floodplain issues, insurance, or 406 hazard mitigation, are a few. AtkinsRéalis will ensure that PA staff with specialized and significant multi-disaster project formulation experience will be involved in this phase of subrecipient project development.

**Essential Elements of Information (EIs).** Before the FEMA PDMG will submit the project to the CRC for project formulation, the recipient must respond to EIs, which are questions and requests for documentation that FEMA needs to support damage eligibility, severity, scope and costs. The EIs are pre-defined based on the type of damage and project. We will work with the subrecipient to compile the anticipated documentation and information necessary to promptly respond to the EIs and move the project forward.

**Damage Dimensions and Description (DDD).** Following the approval of site inspection reports and organization of Damage Inventory organization into projects, FEMA will develop the DDD for approval. Project development will not advance until the DDD has been approved. Our team will review the DDDs to ensure that all eligible damage identified is appropriately claimed and confirmed during the site inspections.

**Scoping and Costing.** Our team will provide resources necessary to develop independent scope and cost estimates for projects where work has not been completed. We have extensive experience and technical expertise in developing project scopes and detailed costs utilizing FEMA’s Cost Estimating Format (CEF) and guidelines. Our team will ensure that the scope addresses all line items within the DDD and any applicable codes and standards, or special considerations that should be incorporated. Our team has working knowledge of International Building Code (IBC) and federal applicable codes and standards, including Consensus based Codes and Standards, to ensure that project development incorporates these requirements and associated costs. In addition, our team will review and apply soft costs appropriate to each project’s specific implementation considerations.

For completed work projects, we will verify that all eligible costs are claimed and all necessary cost support documentation is provided. We will ensure that cost support documentation includes appropriate procurement and contract documentation where applicable. We will also validate all invoices and proof of payments for compliance with contract terms. For force account labor, equipment and materials, we will validate that these costs are adequately supported and enter them into required summary spreadsheets for FEMA to rapidly review and request.

FEMA’s CEF is a uniform methodology that is used to calculate the total estimated costs for work-to-be-completed large and complex construction projects. The CEF was developed by FEMA under a mandate from the Disaster Mitigation Act of

2000 directs FEMA to establish a standard methodology for consistently estimating the cost to repair, restore, or replace eligible public facilities.

FEMA originally developed the CEF for use in estimating costs for Large Project only; however, with the increase in the Large Project threshold to over \$1 million under DRRRA of 2018 (\$1,062,900 for FY 2025), use of the CEF to address common “soft” costs, such as project management, design, and permitting, beyond the base construction costs, requires the use of construction cost estimation software. The AtkinsRéalis staffing and operations planning will address the potential need for engineering and cost estimating expertise and capacity to ensure adequate resources for use of the CEF to develop project cost estimates.

## ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process

### Post-Obligation Support of Small Projects

The increase in the Large Project threshold under the DRRRA of 2018 to over \$1 million has resulted in a significantly larger portfolio of Small Projects under the program. This means that more projects are eligible for simplified reimbursement and closeout. With this shift, our approach to post-obligation support of Small Projects is to build high volume, low friction workflows and tools and use tracking dashboards so that each project’s reimbursement status, documentation needs, and closeout timeline are visible in real time.

The Large Project Threshold under the FEMA Public Assistance Program for FY2025 was \$1,062,900.

Under the PA Program, once a Small Project is obligated, FEMA will release the funds to NEMA and the subrecipient without additional request for reimbursement. Our primary role in supporting these projects is in facilitating reimbursement and closeout by guiding the subrecipient through the simplified completion and documentation process. As Small Projects are obligated, we will ensure the subrecipient understands exactly what documentation FEMA does require at closeout: confirmation that the approved scope of work was completed, verification of insurance reductions, certification of compliance with procurement and EHP requirements, and certification that no duplication of benefits occurred. Our team can accelerate closeout by confirming completeness as soon as work is finished. This proactive, structured support helps subrecipients close out more quickly, reducing the administrative burden for all stakeholders, including NEMA and FEMA.

Through our involvement in the Small Project development process, we will also be aware of potential issues with the project that may require additional action prior to closeout of Small Projects. These potential issues include failure to comply with subgrant conditions, such as EHP compliance or permitting; errors or omissions in the original scope of work; duplication of benefits concerns such as inadequate project cost deductions for actual insurance proceeds; or failure to complete project in accordance with the approved and obligated scope of work. As potential or actual obstacles to closeout are identified, we will coordinate with NEMA, FEMA and the subrecipient to identify the preferred path to resolution that maintains compliance and maximizes allowable funding to the subrecipient.

### Post-Obligation Support of Large Projects

For **Large Projects**, our support to review and completion of projects starts with establishing a structured performance monitoring framework. Because FEMA will reconcile actual costs for Large Projects, ongoing monitoring is essential to ensure that the subrecipient performs the approved scope of work, maintains compliance with procurement and environmental/historic preservation requirements, and tracks costs in real time. Our value added approach includes creating project specific monitoring plans, conducting periodic check ins, reviewing procurement records and contract amendments, and validating that the project remains within its approved scope.

**Quarterly reporting** is one of the most critical FEMA requirements for Large Projects. Subrecipients must submit **Quarterly Progress Reports (QPRs)** to NEMA, who then compiles and submits them to FEMA. These reports track the status of work, expenditures, issues encountered, and projected timelines. Our team will establish reminder process for all subrecipient Large Projects. Missing or late quarterly reports can jeopardize funding or delay reimbursement, making the deadlines essential. Therefore, we will maintain a calendar with internal deadlines for subrecipients to allow time for review and consolidation. We will also conduct pre submission reviews to ensure accuracy and completeness.

For **Capped Projects** (also known as fixed cost or Section 428 projects), reporting emphasizes adherence to the agreed upon fixed cost and completion of the approved alternate or improved scope. As project funding will not increase even if the project costs exceed the capped amount, these projects benefit significantly from early and continuous engagement to ensure that project completion is aligned with anticipated budget. Deviations identified during re-submittal reviews of quarterly reporting can be discussed with the subrecipient and reported to NEMA for potential troubleshooting or corrective action.

The **reimbursement process** for Large Projects requires subrecipients to submit Requests for Reimbursement (RFRs) supported by actual cost documentation. Because FEMA reconciles the final project cost at closeout, our team will establish protocols and check-ins to ensure subrecipients maintain organized records from the start: invoices, proof of payment, contracts, change orders, force account labor summaries, equipment logs, and insurance adjustments. Our document and compliance management process includes offering document retention tools and guidance, maintaining cost tracking spreadsheets, and periodic document audits to identify gaps before reimbursement requests are submitted.

Finally, **closeout** of a Large Project occurs only after all work is complete, all eligible costs are reconciled, and FEMA validates that the subrecipient has complied with all program requirements. Important milestones include confirming substantial completion, conducting a final cost review, ensuring insurance reductions are applied, collecting all required documentation, and submitting the closeout packet within established timelines—unless FEMA approves time extensions. Our process for facilitating timely closeout includes the use of proven closeout checklists, providing pre-closeout technical assistance, and coordinating early with FEMA to resolve anticipated issues. Proactive preparation ensures a smooth closeout process and protects subrecipients from deobligations, rejection of final scope or costs, or compliance findings.

Expedited Projects, where PA funding is rapidly obligated and advanced to support critical emergency work, are validated for actual eligible expenditure of the advanced funding before additional funding can be requested. Inability to validate proper expenditure of the advance can result in deobligation of the original project funds.

A subrecipient must submit a supported closeout request to the recipient **no later than 90 days after completion of project work**, unless an extension is approved. If a project is complete when obligated, the closeout deadline is 90 days from obligation.

For Capped Projects, closeout focuses on documenting completion of the approved scope and verifying that the work complies with the fixed cost agreement.

### iii. Bidder's process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

Our scalable Public Assistance (PA) delivery system is designed to meet the needs of both major metropolitan counties—such as Lee and Sarasota Counties in Florida during events ranging from minor impacts from Hurricane Helene to catastrophic impacts from Hurricane Ian—and rural, fiscally constrained counties during significant disasters like Hurricane Idalia, as well as Hardee and DeSoto during lower-impact events. Our process centers on proactive, structured engagement from the earliest stages of disaster recovery, where we work side-by-side with sub-recipients to ensure deadlines are understood and adhered to. Throughout the lifecycle of each project, we will keep NEMA informed of status, risks, and successes through transparent reporting, structured issue tracking, and consistent coordination to ensure that every sub-recipient, regardless of size or capacity, receives the level of guidance necessary to advance their projects successfully.

#### 1. Establish Communication Standards

Our communication process begins with an introductory email from the assigned Disaster Recovery Specialist to establish points of contact, confirm communication cadence, and outline expectations for the project. From there, we focus on fostering strong working relationships with the subrecipient and assigned FEMA personnel, ensuring an open and consistent line of communication among all stakeholders. Our team participates in all FEMA-subrecipient meetings beginning with the Exploratory Call and continuing through the Recovery Transition Meeting (RTM), after which we host regular progress meetings between the recipient and subrecipient through closeout. To maintain clarity and accountability, we provide written minutes or follow-up summaries after all calls and meetings, along with documented electronic communications when preferred by the subrecipient. Throughout the process, we offer transparent, policy-based guidance to drive forward progress, resolve issues proactively, and align expectations. When needed, our team also provides onsite support to ensure subrecipients have hands-on assistance during critical phases of project development and recovery.

#### 2. Deploy Workflow Management for Tracking Deadlines

Meeting deadlines are key to sub-recipient success in the Public Assistance program, to ensure deadlines are known and adhered to, we have developed proprietary tracking systems utilizing Monday.com and Grants Portal data integration to manage workflow and track deadlines and statuses for time extensions, amendments/versions, RFIs, validations, payments, and closeout. These systems provide our Disaster Recovery Specialists updates on individual subrecipient deadlines and required notification as well as real time visibility to project leadership on the current trends outstanding actions for disaster wide deadlines and subrecipients that are at risk of missing deadlines so that corrective action can be initiated.

#### 3. Provide Deadline Accountability

Written communications to subrecipients that include notification of deadlines and potential consequences for non-compliance. We have developed a standardized process for regular subrecipient notifications for deadlines throughout the project life cycle. Beyond the standardized outreach process, we provided an open line of communication through regularly scheduled meetings and touchpoints on an as needed basis.

##### Project Lifecycle Deadline Compliance Procedures:

###### a. Recovery Scoping Meeting (RSM) & Impact List (Damage Inventory)

Active participation during RSM, followed up with a 30-day, 14-day and 7-day notification reminders of the 60-day regulatory deadline for sub-recipients pending Impact List submission.

###### b. Project Development Phases

Notification to sub-recipients within 24 hours of FEMA issuing RFI's and have the support and resources to accurately respond. If the RFI has not been addressed within 7 days of its expiration, we will follow up with the subrecipient to ensure progress is being made on a response.



### **c. Post-Obligation: Time Extensions (TEX), Quarterly Reporting (QPR) & Determination Memos (DMs)**

Track and monitor actions required by the subrecipient for time extensions utilizing Monday.com. Provide email reminders to sub-recipients 60-days, 30 days and 14 days notifying them of the project performance end date and document current work completion status in our internal project database.

Notify sub-recipients 14 days prior to Quarterly Report deadlines, follow up with a reminder 7 days prior to the QPR deadline. In our experience there are often challenges in responsiveness to QPR requests so we plan utilize various methods of communication as necessary to contact nonresponsive subrecipients.

If a project is reviewed for FEMA determination, our team will notify the subrecipient of the 30-day appeal deadline within 24 hours of the determination being released in Grants Portal. We will follow up with the subrecipient 7 days prior to the deadline with a reminder for the upcoming due date.

### **d. Closeout**

Track and monitor subrecipient required action for large and small project closeouts, providing 30, 60 and 90 day notification of deadlines to ensure awareness of requirements and due dates.

## **4. Deficiency Identification, Issue Resolution, and Escalation Process**

We will implement our proven deficiency identification and issue resolution process that ensures NEMA receives timely, transparent, and accurate information throughout all stages of the Public Assistance lifecycle. As we work with subrecipients across Nebraska, our Disaster Recovery Specialists will route information through the Public Assistance Liaison to communicate regular status updates covering any deficiencies, concerns, or compliance issues that arise with NEMA. We follow a process where the concern is documented immediately, followed by the development of policy based corrective options that are presented to NEMA for concurrence before taking action. To maintain full accountability, all communications with subrecipients and NEMA – including meeting notes, email summaries, decisions, and supporting documentation – will be captured in a clear audit trail and stored in the established document repository. This approach ensures NEMA always has full visibility into subrecipient performance, emerging risks, and project progress, enabling coordinated, well informed decision making during disaster recovery operations.

## **AtkinsRealis Support of Hurricane Ian Subrecipients in Lee County Florida**

Hurricane Ian made landfall in Lee County, FL on Sept. 28, 2022, as a Category 4 storm with a wind speed of 155 mph and gusts at 161 mph. Initial damage assessments and data collected since the storm indicate that Ian caused more than \$112 billion in structural damage. It impacted all forms of public facilities and infrastructure, including beaches, roads, and parks, and generated an estimated 12 million cubic yards of debris.

Within months of hurricane landfall, Florida Department of Emergency Management (FDEM) awarded AtkinsRealis a contract to provide Public Assistance grant management supporting Hurricane Ian subrecipients, including Lee County subrecipients. Under the contract to support FDEM's recipient role and responsibilities under the PA Program, AtkinsRealis was tasked with providing review, formulation, and amendment of Project Worksheets; technical assistance to subrecipients on PA Program requirements, including 406 hazard mitigation and capped projects (ex: 428 Alternative Procedures); subrecipient compliance management including, monitoring for RFIs and project issues for resolution, program compliance and monitoring enforcement, evaluating subrecipient programmatic and financial compliance processes and capacity; timely processing of Requests for Reimbursement, project amendments, time extension requests, and quarterly reporting; validation of project expenses and support of payment processing; and management of project closeouts.

Due to the breadth and severity of Hurricane Ian, it was especially critical for AtkinsRealis to closely monitor and maintain strong, proactive communication with Lee County subrecipients, ensuring they received the guidance, support, and oversight needed to navigate complex recovery priorities and requirements. Since 2023, AtkinsRealis has supported formulation, obligation, and validation of Large Expedited Projects advancing critical funding for debris removal and

On behalf of FDEM, AtkinsRealis oversees administration of the Hurricane Ian PA Program in Lee County FL, encompassing 120 subrecipients, including Lee County, Fort Myers, Sanibel Island, and Fort Myers Beach. Currently these subrecipients represent over 1,700 projects and nearly \$900,000,000 in PA funding.



emergency protective measures; evaluation of capped funding options; preparation and submittal of Requests for Reimbursement; preparation of time extensions; and close out of Small and Large Projects.

Execution of these services requires effective communication and coordination with FEMA, FDEM and Lee County subrecipients as well as awareness and monitoring of all programmatic and project-specific subgrant conditions and deadlines. Procurement and contractor monitoring have posed significant compliance risks due to the exigent circumstances and the limited existing county resources immediately following the storm. The total destruction of critical infrastructure and facilities, such as bridges and schools, have led to protracted discussions regarding the best way to rebuild and restore functionality to the community. This has led to evaluation of capped project options, like 428, Improved Projects, and Alternate Projects.

Time extensions for project development, project work completion, and closeout have been required. Our PA Liaison staff work closely with subrecipients, subrecipient consultants, FEMA and FDEM permanent staff to anticipate potential compliance risks or project delays for which corrective action may be required. Our project and funding tracking tools and dashboards are constantly maintained and updated with the latest information from Grants Portal and Florida's PA management portal to enable us to provide timely reminders to subrecipients and to report progress and actual or potential deviations to FDEM as quickly as possible.

Our role with FDEM includes recipient review of Streamlined Project Applications required for development of emergency work projects, and recipient final review of all projects before subrecipient approval and obligation. These reviews evaluate projects for compliance with eligibility requirements, adequate cost support, accuracy of insurance adjustments, capture of all scope and cost submitted by the subrecipient, inclusion of hazard mitigation proposals, and significant special considerations, such as environmental conditions that the subrecipient must meet to retain funding. Through these reviews we have identified issues and opportunities for improvement that we report to FDEM programmatic staff for consideration and further discussion with FEMA if warranted.

Our grant management and finance teams have worked closely with subrecipients to gather the necessary documentation to develop and submit fully supported Requests for Reimbursement to facilitate the return of funding to communities still recovering. Subrecipients within the county have begun to move to Small Project and Large Project closeout. As we have worked with these subrecipients since the beginning, we have been able to ensure that their projects are closeout-ready. We maintain a dedicated closeout team that has developed communication tools and templates that are aligned with FEMA and FDEM requirements. This ensures a streamlined closeout process that reduces the administrative burden on subrecipients and FDEM and reduces delays and potential deobligation risks when closeout documentation is presented to FEMA.

Throughout the Hurricane Ian recovery in Lee County, the AtkinsRealis team have worked hand-in-hand with PA subrecipients, FDEM, and FEMA. Our engaged and proactive approach is enabled by the communication and reporting protocols we have established, close monitoring and review of projects in formulation, the policy and programmatic expertise of our technical assistance staff, and the trust and positive relationships we have developed with all stakeholders in the PA process.

## 2.2 Describe bidder's process for providing IA technical services.

**Response:**

### Bidder's Process for Providing IA Technical Services

Members of the AtkinsRéalis team have expertise in the policy parameters, eligibility requirements, and application processes for FEMA Individual Assistance (IA) Programs, including Mass Care and Emergency Assistance (MC/ EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS). We are available to the NEMA to support community outreach and public information to provide policy clarification and guidance on eligibility and application process for all available Federal, State and Local assistance programs.

We can provide advocacy on behalf of disaster survivors whose applications have been denied, are unable to receive updates on the status of existing applications, or are having difficulty completing the application process through the available systems. AtkinsRéalis team IA experts can also represent disaster survivors, their representatives, or other stakeholders in discussions with FEMA and other entities to pursue activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.

If FEMA and NEMA pursue federally-funded shelter and housing or home repair programs including direct temporary housing assistance, permanent housing construction, Sheltering and Temporary Power (STEP), or HUD Disaster Housing Assistance Programs, the AtkinsRéalis team also includes disaster recovery experts who have supported the approval and execution of similar programs and can be available to discuss the role we can play in supporting community access to this assistance.

We understand the State of Nebraska's need to engage its citizens and have a transparent process that keeps its citizens and state staff informed and engaged. As part of our comprehensive team assembled to meet all of Nebraska's recovery needs, AtkinsRéalis teaming partner Indelible's priorities as a firm aligns with the state's need to have a robust outreach and community engagement process that is compassionate, empathetic and committed ensuring that information is disseminated to all citizens. Indelible has programmatic knowledge; extensive manpower; and the right approach, tools, and technology needed to successfully and efficiently complete complex, large-scale projects.

### Taking Control of Individual Assistance Delivery

As FEMA's role in delivering IA continues to evolve, states are facing increased pressure to prepare for new models of survivor support. This moment presents an opportunity for Nebraska to take a proactive approach—building a flexible, scalable IA delivery framework that leverages the state's existing disaster response infrastructure. By expanding core IA functions such as intake, eligibility review, outreach, and case support, the state can create a survivor-centered model that adapts to changing federal roles, ensures continuity of service, and delivers support with speed and operational clarity.

Delivering a survivor-centered IA program requires more than policy—it demands trusted hands-on execution, deep regulatory knowledge, and a team that can mobilize quickly.

The AtkinsRéalis team combines these strengths with a grounded, community-first mindset and a track record of delivering high-stakes recovery programs across the country. Our approach is built for action and tailored for partnership.

**1. Regulatory Expertise at Your Fingertips.** Indelible excels in navigating complex federal and state regulations, ensuring full compliance while driving operational efficiency.



**Figure 10.** Our team stands ready to serve those in need after disasters.

- 2. Assistance Administration Made Simple.** We manage all aspects of the individual assistance program—from application intake through documentation, payment tracking, reporting, and closeout—making programs easier to run and easier to audit. Our approach is scalable and dynamic allowing it to pivot quickly to integrate with all federal and state processes at any time and adjust to necessary policy and community needs.
- 3. Built for Delivery.** We don't just design programs—we staff, operate, and improve them in real time. With rapid deployment models, trained bilingual teams, and proven tools, we bring execution capacity from day one.
- 4. Rooted in the Work.** Our team has stood up Disaster Recovery Centers, gone door-to-door after disasters, staffed EOCs, and managed billions in disaster recovery funding. This isn't new to us—it's what we do every day.

## A Community-First Approach

Recovery doesn't happen in a vacuum—it happens in neighborhoods, at community centers, and face-to-face with survivors. The AtkinsRéalis team brings a local-first mindset to every engagement. We don't just show up—we embed ourselves within the community, collaborating with trusted organizations and local leaders to ensure programs are accessible, effective, and understood.

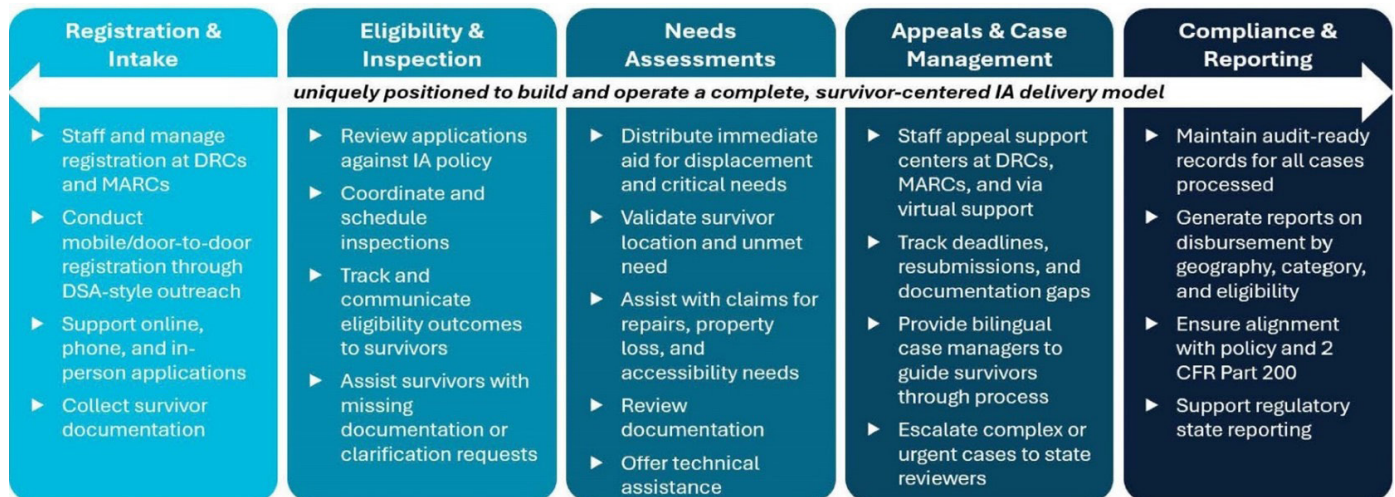
- 1. Community Focused Approach.** We lead with compassion and respect, meeting survivors where they are—whether at their door, in a recovery center, or through community-based outreach. Our approach prioritizes clarity, access, and trust.
- 2. Strategic Partnerships & Collaboration.** We work closely with government agencies, nonprofits, and technology providers to coordinate services, avoid duplication, and ensure survivors receive what they need, when they need it.
- 3. Hiring Local Staff.** We prioritize hiring from within the communities we serve, creating economic opportunity while ensuring services are delivered by people who understand the local context.
- 4. Grassroots Approach.** We partner with community-based and faith-based organizations to extend reach, boost awareness, and increase participation—especially among underserved or hard-to-reach populations.



**Figure 11.** Our team emphasizes strategic partnerships with those we serve.

## Delivering the Entire Individual Assistance Lifecycle for Nebraska

A successful IA program requires coordinated delivery across five core functions—each of which the AtkinsRéalis team is equipped to manage at scale.



**Figure 12.** Key functions of IA Program delivery.

## Registration & Intake

The AtkinsRéalis team will manage a multi-channel registration and intake process to ensure survivors can access assistance quickly and with support. Our trained, bilingual staff will operate at Disaster Recovery Centers (DRCs), Multi-Agency Resource Centers (MARC)s, and mobile intake locations, as well as provide support through virtual and phone-based channels. We'll also deploy door-to-door teams to reach survivors in remote or underserved areas. Throughout intake, we help subrecipients complete their submissions, verify their identity and residence, and collect any required documentation—ensuring applications are accurate and ready for review.

## Eligibility & Inspection

Once intake is complete, our team will coordinate the review of applications and ensure eligibility determinations are made in a timely and transparent manner. Our team will manage communication with survivors, provide guidance if additional documentation is needed, and help resolve any issues that might delay approval. If inspections are required, we'll work closely with the state to schedule and track those visits, ensuring alignment with program policy. Our goal is to streamline the eligibility process so that applicants understand where they stand and what they need to do next—without unnecessary delays.

## Needs Assessments

The AtkinsRéalis team will conduct structured needs assessments to determine the type and amount of assistance survivors may be eligible for, including displacement aid, home repair, personal property, or accessibility-related support. We'll validate the survivor's living situation, identify unmet needs, and assist with claims that require supporting documentation. Our team will be trained to handle sensitive conversations with empathy while ensuring accuracy in documentation and adherence to program requirements. We will also offer survivors technical assistance to navigate the process and make informed decisions about their recovery options.

## Appeals & Case Management

We provide personalized case management for the FEMA IA program to disaster survivors. Our case management team will oversee each application from intake through final determination, ensuring every case is thoroughly reviewed, tracked, and supported throughout its lifecycle. Our staff will review applications for completeness, identify and request missing documentation, and monitor status updates to keep the process moving efficiently. For cases requiring additional support, we'll provide clear communication to subrecipients, helping them understand the next steps or reasons for delays. If an application is denied or incomplete, we'll assist survivors with understanding their options and, when appropriate, guide them through the appeals process—ensuring that every applicant receives fair consideration and consistent support.

## Compliance & Reporting

The AtkinsRéalis team will maintain a strong focus on compliance and transparency through every phase of IA delivery. We'll ensure that all application records, determinations, and communication is tracked in a secure and audit-ready system. Our team will generate regular reports on disbursement activity, case status, and key performance indicators to support oversight by the State and federal partners. We are experienced in aligning operations with federal requirements and will support NEMA in meeting all applicable reporting and documentation standards, now and as policies evolve in the future.

## Community Competency

As shown in Figure 13, we support disaster recovery success by integrating community competency, local engagement, and clear communication, with seamless coordination at every level to build trust, foster cooperation, and deliver the best service to the communities we serve.

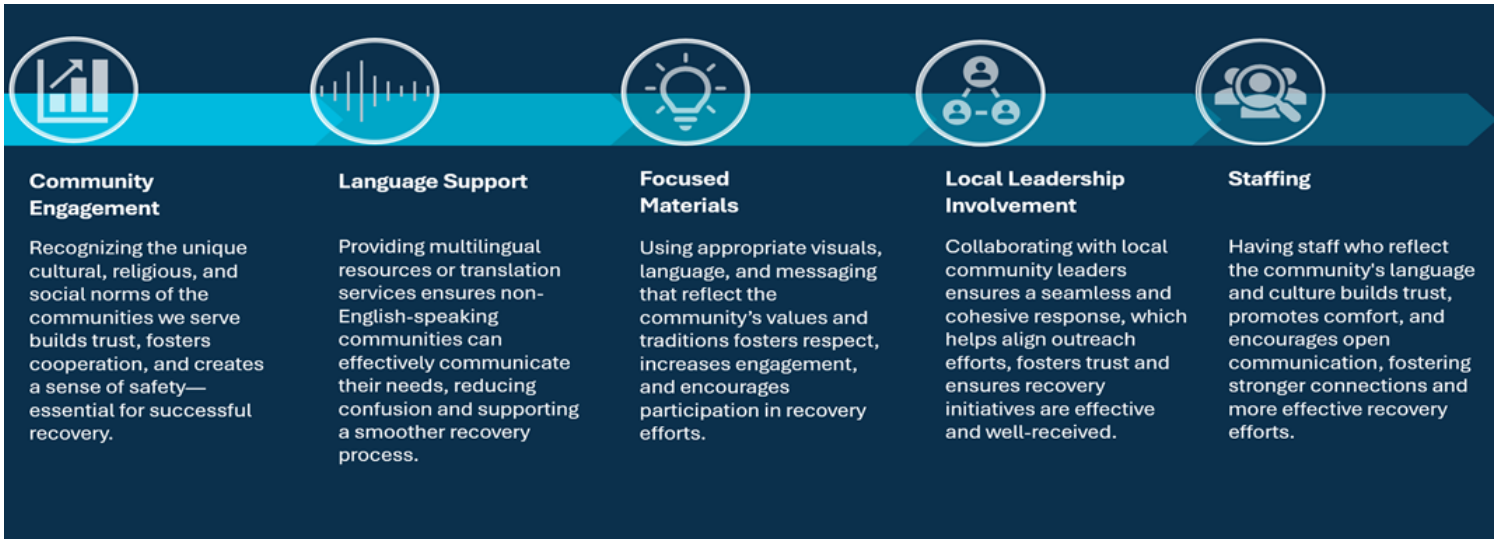


Figure 13. Elements of Community Competency.

## Relevant IA Experience

- For the FEMA IA TAC contract, AtkinsRéalis helped scope out potential IA missions while embedded at FEMA Headquarters with our Disaster Solutions Alliance (DSA) JV Partner after Hurricanes Irma and Maria in 2017. This effort evolved into overseeing the execution of a mass feeding mission for the US Virgin Islands (USVI) and Puerto Rico which produced over 400,000 meals per day (seven days a week) for shipment for a total of 57 straight days for the USVI and 40 straight days for Puerto Rico. This was equivalent to over 20 tractor-trailer loads of food leaving the assembly warehouses each day for shipment to the Caribbean. DSA/AtkinsRéalis provided program management, operations oversight, and planning for these two task orders, which had a contract value of over \$200 million, determining details and addressing operational issues that inevitably arise due to the difficult logistical circumstances.
- AtkinsRéalis is currently a contractor on the FEMA Logistics Housing Operations Unit Installation, Maintenance, and Deactivation (LogHouse) contract, for which we have supported five post-disaster missions so far.
- AtkinsRéalis teaming partner Indelible, in the aftermath of Hurricanes Debby, Helene, and Milton, contracted with FDEM and FEMA's Disaster Survivor Assistance (DSA) team to support critical recovery efforts across Florida. Recognizing the urgent need to reach impacted communities quickly, Indelible deployed personnel to supplement FEMA's manpower in conducting door-to-door outreach in some of the hardest-hit areas. Our teams worked alongside FEMA staff to identify disaster survivors, assess immediate needs, and provide on-the-ground support during a critical phase of the recovery process. As part of this effort, Indelible staff were responsible for assisting residents with application intake for FEMA IA funding, ensuring that survivors were informed of available resources and were able to initiate their recovery process without delay. Through our collaboration with the DSA team, we helped expedite the delivery of aid, increase the reach of federal assistance programs, and strengthen overall community resilience in the wake of widespread storm impacts. The combined efforts with the DSA team allowed for approximately 25,000 interactions with hurricane survivors across the state of Florida.
- Indelible also contracted with FDEM in response to Hurricane Ian to help with outreach and mutual aid assistance to individuals impacted by the hurricane. Indelible deployed a staff of approximately 27 team members to Lee County offices where they provided case management and case review services to expedite and clear a critical backlog of IA applications. In the final days of the Hurricane Ian recovery window, Indelible staff were deployed in heavily impacted areas to assist disabled, vulnerable and veteran populations to submit the applications for IA.

Our team successfully established and managed MARCs and DRCs in hurricane-impacted areas, ensuring accessible and coordinated disaster recovery services. We provided direct assistance to residents and businesses by facilitating applications for FEMA aid including IA, SBA loans, and local relief programs. Our trained personnel offered case management, housing referrals, and mental health support while collaborating with federal, state, and nonprofit agencies to streamline resource distribution. Through efficient operational logistics, technology integration, and real-time data tracking, we ensured compliance with emergency management regulations and optimized service delivery. Public outreach and multilingual support were key components, enhancing community engagement and recovery efforts. Services provided included: Case Management, Site Management, local agency collaboration, logistics, reporting, community engagement, and outreach.

## Key IA staff



**Zuriel Johnson, Lead Individual Assistance Specialist (Indelible)**, a results driven disaster recovery professional with 16 years of experience in IA aligned survivor support, case management, and community outreach. He has played leadership roles in major hurricane recovery efforts, directing outreach and case management activities under Florida's \$1.1 billion CDBG DR allocation and overseeing a 32 member team conducting outreach to more than 41,500 households. His work emphasizes equitable service delivery, survivor centered coordination, and efficient, structured assistance to guide individuals and communities through complex IA related recovery environments.

These capabilities directly support the core mission of FEMA IA to connect survivors with critical resources and accelerate long term recovery.



**Antonio Rosado, Individual Assistance Specialist (Indelible)**, a seasoned disaster recovery and emergency management professional with deep experience supporting IA related case management, survivor services, and community outreach. He has coordinated multidisciplinary teams during large scale response operations and served as a Regional Director for MARC/DRC operations during Hurricanes Milton and Helene—key functions that align with FEMA's Individual Assistance mission. Antonio's background also includes delivering survivor focused housing recovery services through programs such as Rebuild Florida and Hurricane Irma, helping impacted households navigate resources,

long term recovery planning, and stabilization. His strengths in coordinating accessible, survivor centered service delivery make him a strong asset to IA operations.

**Describe bidder's process for providing HMGP technical services.**

The bidder should address the following:

**2.3**

- i. Bidder's process to review applications for eligibility and completeness to FEMA approval
- ii. Bidder's process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process
- iii. Bidder's process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

**Response:**

## Bidder's process to review applications for eligibility and completeness to FEMA approval

AtkinsRéalis, which brings both programmatic knowledge and technical expertise, is well-equipped to provide superior service to support Nebraska in the review of HMGP subapplicant submissions for eligibility, completeness, technical effectiveness and compliance to the CFR on the path to FEMA approval, as shown by the following experience:

- Developed hundreds of HMA Letters of Interest (LOIs) and Notices of Interest (NOI) across the country.
- For North Carolina EM after the devastation of Hurricane Florence, AtkinsRéalis worked closely with **the state to develop \$250 million worth of applications**. Where there were shortcomings in the applications, we helped the communities rework them which led to FEMA approval.
- For North Dakota, developed more than 100 BCAs for HMGP applications.
- For the City of Houston, TX we prepared multi-million dollar large-scale infrastructure projects worth over \$100 million which were approved by FEMA. AtkinsRéalis also established a homeowner case management system for successful elevation and acquisition projects with Houston.
- For Mexico Beach, FL, we prepared multiple HMGP applications, primarily for large infrastructure projects, all of which were approved by FEMA.
- AtkinsRéalis worked with Florida communities following Hurricane Ian and Idalia to submit more than 100 HMGP applications.

From this extensive and varied experience, we offer HMGP implementation best practices to make sure that HMGP applications are finalized and submitted to FEMA on an 'as-ready' basis. This commitment to 'getting it right the first time' will reduce or eliminate requests for information (RFIs) and get projects awarded quickly so future disaster-affected areas in Nebraska can recover quickly.

**Capacity-Building, Training and Post-Disaster Response.** Before the notices of funding availability or notice of HMGP availability are sent out, we work with clients to build up their capacity, where needed. In the State of Massachusetts, we help build the capacity of local governments and tribes so that eligible, complete and cost-effective applications are submitted the first time. Capacity-building and training also creates awareness at the local level on the variety of mitigation options available so they do not simply default to a few well-known ones.

**A critical element to HMGP success is outreach.** Our team is well-versed in local government outreach from working on multiple disaster recovery efforts and statewide HMA programs where training and technical assistance are a core component. We understand the vital role partnerships play at the local level. On virtually all disaster operations we have worked on, we have conducted multiple public outreach events. We can present outreach in the form of both training and technical assistance in-person or virtually, depending on the need. We have the ability to teach, coach, and train on any type of relevant hazard including the more common types like flood, high wind, wildfire, and winter storms to more rare events like dam failure.

What distinguishes us from the typical disaster services company is that we pull resources from some of the best technical minds (e.g., engineering, cost estimating, benefit-cost, and floodplain management) in the country to devise creative mitigation solutions.

We also know the pitfalls that catch subrecipients post-award and stay proactive in helping avoid these common problems.



Our technical assistance is also successful as a follow-up to the training and outreach helping build on the local governments' HMGP knowledge. In working closely with MEMA to provide technical assistance to local government, we demonstrated increased proficiency and success as the percentage of Massachusetts BRIC subapplications accepted by FEMA for further review **increased from 32.7% in BRIC 22 to 61.2% in BRIC 23** for the same number of subapplications (49).

Our outreach approach could include any of the following which we would discuss with NEMA to find the most appropriate avenue:

- Introduce FEMA programs- such as HMGP - in either small community meetings or larger, more regional meetings, describing future consideration factors and the basics of grant program goals, eligibility criteria, and the application process.
- Provide in-person technical assistance and / or training at a community, county or regional level. These visits could also coincide with Data Collection site visits to optimize the value of the visit.
- Provide virtual training and / or technical assistance based on project type or by application part (e.g., BCA).
- Piggyback the above type of outreach at already established statewide and regional conferences (e.g., Nebraska Floodplain and Stormwater Managers Association).

The end goal is to increase capability in every county we touch whether pre- or post-disaster. Ultimately, we envision Nebraska as an HMGP leader with a **comprehensive state program with all 93 of its counties dedicated to the mitigation mission** and with the ability to develop complete and eligible mitigation sub applications.

**Notice of Interest (NOI).** The formal interaction of the Nebraska HMGP application process starts with the submittal of an NOI that requests key information needed to screen a project's ability to meet key FEMA requirements. As requested, we can assist the state in the prioritization of the NOIs based on eligibility and feasibility providing NEMA with a rank order listing of NOIs. We will also provide comments that speak to any nuances of the project or the need to follow up to gain clarification for confusing responses.

**Application Intake and Completeness Review.** Effective collaboration with sub-applicants and thorough screening of proposed projects is pivotal in advancing a swift and efficient application process. Our team will utilize the NEMA application intake processes and systems and work in concert with NEMA Mitigation staff in providing sub-application development and submittal services.

The process will include:

- Screening, processing, and reviewing subapplications for completeness and general programmatic eligibility
- As directed by NEMA, conduct outreach to sub-applicants to collect missing information and provide technical assistance.
- Follow NEMA document and data management processes for preparation of project files for organization and review of project documentation
- Work with NEMA technical staff (engineering, environmental, and planning) to ensure that applications include all necessary documentation and information including:
  - Original signed applications
  - Local Mitigation Plan Endorsement
  - Worksheets by project type
  - Budget workbook and supporting documentation

## BUILD LOCAL CAPACITY FOR BETTER RESULTS

Along with our small business partner Bloomsburie, LLC, we are FEMA's national partner to deliver Hazard Mitigation and Floodplain Management training under a small business set aside contract. Under this contract, we have updated HMA training materials like L212 (Unified Hazard Mitigation Assistance: Developing Quality Application Elements). We have also conducted over 40 trainings over the last 5 years at EMI, in the field, and virtually.

These training have been conducted in all 10 FEMA Regions and at Headquarters with 960 students participating. If beneficial to NEMA, we can set up a HMGP training program in Nebraska to help continually enhance local government capability.



- Subrecipient Management Cost (SRMC) Request Workbook and supporting documentation
- Pre-award request and supporting documentation
- All required attachments (designs, plans, maps)

AtkinsRéalis will work with sub-applicants to accurately complete the sub-application submittal process, including assisting with securing appropriate access to NEMA systems if needed. As requested, AtkinsRéalis can assist with the review or completion of BCAs including outreach to sub-applicants for any additional documentation or information necessary to complete the BCAs (see below). AtkinsRéalis will track and report on the status of sub-applications throughout the review and approval process.

**Knowledge of FEMA’s BCA, pre-determined cost effectiveness types and use of BCA Tool Kit** BCA is a critical component of the HMGP grant application process because the Stafford Act and FEMA guidance and regulations state that hazard mitigation measures must be cost-effective and substantially reduce the risk of future damage in accordance with Office of Management and Budget (OMB) Circular A-4 and OMB Circular A-94. Our team brings an understanding of BCA tools, policies, and procedures, as well as the foundational economic precepts that provide a basis for the standard values and financial analysis of the FEMA BCA Process.

Our team members have supported the FEMA BCA Helpline for many years and have provided BCA development to multiple states and local governments including North Carolina, California, North Dakota, Florida, Massachusetts, Mexico Beach, FL, California, Johnston County, NC, and Houston, TX. We also deliver FEMA BCA training, both in the field and virtual, under our HMTAP Small Business contract with Bloomsburie LLC.

For this training, in addition to delivering the training, we continually update the BCA training modules with new policy information which keeps us on the forefront of new guidance, like the reversion back to the 7.0% discount rate, to help our clients in a dynamic environment. Overall, we have 10 staff that can perform BCAs and eight staff that are trainers for the FEMA BCA 0276 trainings.

**BCA Toolkits.** Our team has extensive experience using the different hazard modules in the BCA Toolkit, as well as an understanding of the history and progression of the BCA Toolkit from a macro-based spreadsheet to the current online interface. This experience allows us to assess simple as well as complex approaches to BCA as presented in HMGP applications. We have extensive experience with the FEMA current version of the BCA Toolkit, Version 6.0, as well as the eight hazard modules. The Flood Module and Damage Frequency Assessment for multiple hazards will be critical for this contract. As needed, we can evaluate whether a proposed project should be evaluated using the additional BCA guidance and supplemental tools. We are also well versed in the value and importance of Data Documentation Templates (DDT) to support defensible and valid analysis. Where available, we use FEMA pre-determined benefit values to truncate the process.

**Complex BCAs.** Our team does not shy away from complex challenges with BCAs. To help resolve some of the most complex BCA challenges, AtkinsRéalis has had success in applying flood loss avoidance data from sources like FEMA Future Flood Risk Data and Hydrology & Hydraulics Water Surface Elevation to mitigation projects utilizing the FEMA BCA Toolkit. Specifically using damage calculation workbooks, which we have developed outside the box in accordance with the most recent FEMA guidance for calculating damage outside of the FEMA BCA Toolkit 6.0 software platform.

Our damage calculation workbooks can be applied to estimate total damages to structures based on pre- and post-mitigation flood elevations at each structure location. Separate damage calculation workbooks are applied to estimate damages to residential properties and non-residential properties. This process uses Depth Damage Functions, structure data, and Water Surface Elevation values to calculate damages. Other sources of data include fields that are automatically

### INSIGHT FROM EXTENSIVE EXPERIENCE – BCA process does not end with project approval



A key part of our process is monitoring project cost effectiveness throughout implementation. Because scope adjustments, market conditions, or cost escalations can affect a project’s benefit cost ratio, our team of BCA experts conducts periodic evaluations to ensure the project continues to meet FEMA’s cost effectiveness requirements.

When significant changes occur, we can perform interim BCA runs to validate continued eligibility and identify corrective actions or scope refinements if needed. This early warning approach prevents surprises at closeout and protects both the state and sub recipient from potential de-obligation risks.

populated or selected within the FEMA BCA Tool as a default, such as project useful life. This results in pre- and post-mitigation damage amounts generated by the damage calculation workbooks that are then entered into a FEMA BCA Toolkit 6.0 software package utilizing the Professionally Expected Damages (Damage Frequency Assessment).

**Perform site inspections pre-approval.** As part of the overall subapplication support and eligibility review services for our HMA clients, both state and local, we regularly provide site inspections at key project milestones, including pre-approval. As the State of Florida's technical assistance contractor for the ground-breaking Elevate Florida HMGP project, we have completed over 185 structural integrity assessments for elevation. For this project, we have inspectors in the field performing non-intrusive interior and exterior inspections backed by an experience engineering team doing quality control and using Professional Engineering credentials to sign off on the assessments.

AtkinsRéalis' successful execution on previous state and local HMGP contracts is combined with increased team capacity and expertise gained through providing HMGP and BCA training on behalf of FEMA which requires us to keep ahead of all program updates. The overall combination of Nebraska and Midwest experience/presence and national expertise positions us above our competition to confidently perform this contract's requirements for Nebraska.

## Bidder's process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process

### Sub Recipient Project Implementation and Oversight Process

Once a sub recipient receives an official obligation, our team initiates a structured onboarding and oversight process to ensure compliant project execution, timely progress, and accurate closeout. We begin by coordinating a formal kickoff meeting with the sub recipient, state program staff, and relevant local stakeholders. During this session, we review the scope of work, budget, responsibilities, reimbursement procedures, documentation standards, and federal procurement requirements.

We also establish lines of communication, introduce the project team, and outline all reporting and performance expectations. Following the kickoff, working with NEMA, we develop a project specific communication plan that includes regular coordination calls, document submission schedules, milestone checkpoints, and preferred communication channels to ensure transparency and accountability throughout the project lifecycle.

Our ongoing support includes proactive schedule management and continuous compliance monitoring. We work closely with local staff to review procurement documents before bids are released, verify that local practices meet federal standards, and provide corrective guidance when needed to prevent eligibility issues later in the project. As invoices are generated, we encourage sub recipients to submit requests for reimbursement early and regularly, helping avoid unnecessary cash flow strain and allowing NEMA to identify potential documentation issues before closeout. We also assist with quarterly performance reporting, maintaining complete documentation files, and tracking progress against approved scopes, budgets, and

### IMPORTANCE OF TIMELY AND ACCURATE REPORTING

Our team understands how critical timely and accurate reporting is for states, especially when leadership needs quick visibility into program progress. State executives and program managers often rely on high-level summary reports to see how projects are advancing through the lifecycle, identify where they are in the approval or reimbursement process, and monitor how efficiently funding is being disbursed. Because these reports directly support decision-making and public accountability, we prioritize responsiveness and accuracy in every reporting request we receive.

A good example of this commitment is our work with the Massachusetts Emergency Management Agency. There, our team has been developing tools to streamline and strengthen the state's reporting workflow by leveraging their existing project-tracking system. Through secure access to the system and close collaboration with our Technology Services group, we have enhanced the functionality and usability of reporting outputs—making it faster and easier for state leadership to pull the information they need, when they need it. This proactive approach reflects our broader philosophy: supporting states with efficient, reliable reporting that drives transparency and program success.



timelines. Standing monthly or biweekly check ins ensure that emerging challenges are quickly addressed, whether related to design progress, permitting, procurement delays, or construction readiness.

We not only understand quarterly reporting requirements at the state level—we also bring extensive experience supporting communities directly with this process. Through our work with both large jurisdictions like Houston and smaller communities such as Mexico Beach, we routinely help local officials navigate data collection, documentation, and compliance challenges that often make quarterly reporting difficult. This hands-on engagement gives us a clear, practical understanding of the obstacles communities face during implementation, as well as the best approaches for organizing, evaluating, and delivering complete and accurate quarterly reports. Our dual perspective at both the state and local levels enables us to provide tailored support that improves efficiency, accuracy, and overall program performance.

Throughout implementation, we remain focused on preparing each sub recipient for a smooth closeout. This includes periodic internal reviews of procurement and payment documentation, verification that federal audit standards are met, and confirmation that all deliverables—such as as-builts, environmental documentation, procurement files, and final BCA materials—are complete and accurate. By combining consistent communication, early intervention, procurement and BCA expertise, and experience supporting both large and small communities, we help ensure that HMA projects stay on schedule and within budget, **remain fully compliant, maintain cost effectiveness, and close successfully without risk of de obligation.**

## Bidder's process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

Our process to assist subrecipients in identifying hazard mitigation projects starts with telling the story of the problem related to the natural hazard risk and then fleshing out details needed for a Nebraska NOI and HMGP subapplication. It is rooted in the following principles:

- HMA Eligibility. Does the proposed solution address a natural hazard, and is it an eligible HMA project type?
- Technical Feasibility. Does the proposed solution comprehensively solve a problem?
- Has the project type been implemented elsewhere with success? Can the project be completed within the period of performance?
- Cost-Effectiveness. Who benefits from the project and how? Do the benefits outweigh the costs?

This information will be used to then construct a coherent and comprehensive scope of work; a budget based on eligible cost items, and a schedule that meets program guidelines. Constructability and environmental review will be considered in the budget and timeline as well as potential material cost increases anticipated. Where possible, we will recommend approaches like the phased approach to allow for development of a detailed engineering design and completion of environmental review. We have creative approaches to BCA and can assist with locating the necessary documentation to substantiate the avoided damages and disruptions. We will also help identify the non-federal match source (s) and discuss options like provision of in-kind resources to help meet it.

Overall, our staff have helped develop and manage grant applications for all types of hazard mitigation projects, including residential flood mitigation (acquisition, elevation and mitigation reconstruction), large-scale infrastructure that provide community flood protection, landslide mitigation, utility relocation, stream restoration, commercial floodproofing, erosion protection, power redundancy, wind retrofits, safe rooms, code plus projects, defensible space projects, and more. This comprehensive experience across the grant life cycle – from training to application to close-out – for multiple types of hazards and assets, enables us to help recipients and subrecipients identify eligible, technically feasible, cost-effective hazard mitigation projects that can be completed within the period of performance.

## Two narratives about our assistance to subrecipients

**In Texas.** Hurricane Harvey had a large impact on the Houston metropolitan area, including its economy as it flooded downtown and its transportation system. Damages from Hurricane Harvey reached \$2 billion. As the grant manager providing staff augmentation to the City of Houston since March 2022, AtkinsRéalis has overseen development of multiple \$100+ million complex infrastructure projects in response to Hurricane Harvey. We are responsible for managing all HMGP



projects and the development of new HMGP, BRIC, and FMA grants for projects including technical assistance and training, code enforcement, and floodplain management standards.

Under this contract, AtkinsRéalis is responsible for assistance across all FEMA recovery and mitigation services. An essential part of our services to the City of Houston has been providing strategic advice to guide the recovery efforts and maximize federal reimbursements. This advice ranges from selection of HMGP and PA 406 opportunities to helping identify as many benefits as possible for a project which has meant an increased scope from the originally conceived scope. Through innovative and detailed review analysis of benefits and cost-effectiveness, we have supported **successful increases in HMGP funding for projects.**

For example, we helped the City with large-scale infrastructure projects including successful implementation of four major resilience projects valued at \$100+ million each. In this effort, we collaborated with area stakeholders and communities in the implementation of large mitigation projects. Our experts help guide the City through challenging projects like the approximate \$80 million Inwood Forest Regional Detention Basin which initially did not have a favorable BCA ratio and the City was ready to drop as a project. Through our efforts, led by proposed BCA lead Hilary Kendro, we not only helped the City achieve a positive BCR, we supported a successful amendment to **increase the project value from \$58 million to \$80 million.** This project is scheduled to be completed with construction in the spring of 2026.

In addition to infrastructure projects, we also helped the City with complicated elevation projects which require both technical knowledge and homeowner case management skills. AtkinsRéalis processed over 250 homes for elevation, the largest amount the City had ever received in funding. We also helped streamline the contracting process that previously had strict administrative requirements to treat each homeowner elevation contract one-by-one for review. To expedite the process, we coordinated a blanket contract approval that shaved off months of time of processing the grants.

We also led the City's development of HMA grants for recent storms such as Hurricane Beryl HMGP, and for annual cycles of HMA funding such as FMA. Using a well-organized SharePoint site, the project team was able to manage vast amounts of technical data, leading to faster processing and better project management.

Our AtkinsRéalis' management and finance team assigned to the project adheres to strict documentation and accountability for all work performed. We prioritized efficient planning, effective resource allocation, and proactive project management to ensure successful outcomes including delivering projects on schedule and within the allocated budget. We also helped the City identify other sources of funding through programs such as the State of Texas Flood Infrastructure Funding (FIF) program.

**In Florida.** Hurricane Michael's devastation to the City of Mexico Beach was total with approximately 95% of the City's geographic area inundated by storm surge. The storm caused significant impacts to the City's water and sewer systems, critical municipal lifelines, which took several weeks to restore. All public facilities and infrastructure were damaged and out of service for a period of time and 760 out of 1,690 structures were substantially damaged (over 50%).

In this case study, AtkinsRéalis was there weeks after the storm made its devastating landfall and helped the City obtain the necessary initial debris removal assistance so it could provide basic functions. After assisting the City with immediate response needs (e.g., Substantial Damage Estimations and PA work including receiving the first PA obligation of any Florida community from Michael), AtkinsRéalis assisted the city in obtaining funds to develop a Resilient Redevelopment Plan to guide the longer-term recovery and rebuild of the Mexico Beach. Throughout this effort, the AtkinsRealis PA and Hazard Mitigation leads worked together to provide a comprehensive approach that maximized what mitigation could be obtained through PA 406 and then moving other projects to HMGP.

Our team was **instrumental in all recovery and mitigation efforts** on behalf of the City, including the completion of successful HMGP and Community Development Block Grant – Mitigation (CDBG-MIT) applications. The HMGP applications included protection of critical infrastructure like the wastewater system, a flood barrier protecting the back side of the City from storm surge, and a massive stormwater project that included a future blue trail component to attract recreational tourists. We met with the City Engineer to get the needed technical data and then our programmatic eligibility and BCA SMEs led the development and submittal of the subapplications. Where necessary, we brought in specialized experience like coastal engineers for assistance with projects like the flood barrier across a canal.



## Key Mitigation Staff



**Aimee Bartlett, Senior Advisor for HMA**, offers 14 years of experience in emergency management with a strong focus on federal grant programs, including FEMA's Public Assistance and Hazard Mitigation Grant Program (HMGP). She served as the State Hazard Mitigation Officer for the State of Iowa, where she acted as a primary resource for interpreting federal grant regulations, drafting program guidance, and advising applicants on compliance with FEMA policy and statutory requirements. Ms. Bartlett has worked extensively with local governments, state agencies, federal partners, and private stakeholders to ensure strong coordination and compliant mitigation program delivery. Her expertise includes reviewing applications, explaining eligibility requirements, and guiding applicants through complex federal processes to ensure the development of successful, regulation aligned mitigation projects. Ms. Bartlett's state-level mitigation leadership and regulatory expertise enable her to help the State of Nebraska to deliver compliant, competitive mitigation projects that reduce long-term risk and maximize federal funding.



**Heather Allemang, MPA, CEM, HMA Program Liaison**, has nine years of experience spanning disaster preparedness, response, recovery, planning, and mitigation across nonprofit, public, and private sectors. As the former SHMO for South Dakota, Ms. Allemang led the annual update of the State's Administrative Plan, the procedural guide that details how the South Dakota Office of Emergency Management (SDOEM) administered their HMGP awards and subawards. She brings a solutions-driven and customer-focused approach to mitigation grant services, supporting innovative and flexible project development tailored to community needs. Her primary expertise includes project scoping, subapplication development, and task management for Hazard Mitigation Assistance (HMA) funding opportunities. Ms. Allemang has developed competitive, regulation aligned mitigation subapplications in multiple states, including South Carolina, Florida, Iowa, Louisiana, and Texas. Ms. Allemang's strong mitigation planning and subapplication development skills will help Nebraska design competitive, fundable projects that advance long-term resilience.



**Alex Burke, AICP, HMA Program Liaison**, is an urban planner and geographer with nine years of experience of providing technical support, application processing, and project tracking for Hazard Mitigation Assistance programs across multiple states and jurisdictions. His analytical skills and understanding of mitigation program requirements strengthen Nebraska's ability to develop competitive subapplications and enhance long-term resilience efforts.



**Hilary Kendro, CFM, AICP, BCA Specialist**, brings over 20 years of emergency management and hazard mitigation planning experience with deep expertise in benefit-cost analysis, Hazus, and FEMA's mapping and mitigation programs. She has contributed to Risk MAP initiatives, hazard mitigation plan development, and project scoping across multiple FEMA regions and territories. Ms. Kendro is highly trained in FEMA's Benefit-Cost Analysis (BCA) process and has supported local, state, federal, and tribal stakeholders in developing competitive and compliant Hazard Mitigation Assistance (HMA) applications. Her proficiency in GIS, mitigation planning, and federal grant requirements equips Nebraska to strengthen mitigation strategies, reduce future risk, and secure funding under BRIC, HMGP, and other disaster-related programs.



**Dillon Lundy, HMA Technical Liaison**, is an experienced professional with a wide-ranging background in grants and project management, including work in public assistance, closeouts, hazard mitigation under Sections 404 and 406, BRIC, budgeting, and project oversight. His technical experience also includes construction management, water and wastewater systems, roads, stormwater systems, and safety programs. Prior to joining AtkinsRéalis, Mr. Lundy served as a disaster mitigation specialist for Iowa Homeland Security and Emergency Management. Mr. Lundy's combination of engineering-related field expertise and federal mitigation program knowledge allows him to guide Nebraska applicants in developing resilient, technically sound projects that maximize available funding.

## HOURLY RATES

Bidders should provide not-to-exceed hourly rates that will be used for Task Orders as they are issued. There is no guarantee on the number of hours that will be used.

The hourly rates provided below will not be a scored item for the evaluation of this solicitation, but all responses will be reviewed for cost realism and reasonableness.

The roles listed below are mandatory roles that the bidder must be able to provide the State (See RFP Section V.F. for more detailed role descriptions). Bidders may add additional roles/titles as they see fit. The hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

These not-to-exceed rates will be fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

Required Personnel Roles (See RFP Section V.F.)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
1.	Project Manager	220	220
2.	Senior Advisor for Public Assistance	210	210
3.	Public Assistance Program Liaison	190	190
4.	Public Assistance Technical Assistance Liaison	150	150
5.	Appeals Specialist	190	190
6.	Senior Debris Specialist	130	130
7.	Senior Advisor for Hazard Mitigation Assistance	180	180
8.	Hazard Mitigation Assistance Program Liaison	150	150
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	190	190
10.	Hazard Mitigation Assistance Technical Liaison	130	130
11.	Lead Individual Assistance Specialist	170	170
12.	Individual Assistance Specialist	120	120
13.	Closeout Specialist	170	170
14.	Disaster Recovery Specialist	130	130
15.	Accounting Analyst	130	130
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
1.	Project Principal	310	310
2.	Procurement and Compliance Specialist	170	170
3.	Cost Construction Analyst	180	180
4.	Senior Disaster Recovery Specialist	170	170
5.	Junior Disaster Recovery Specialist	115	115
6.	Junior Analyst	105	105



# Contractual Agreement Form




## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

<sup>DS</sup>  
 NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

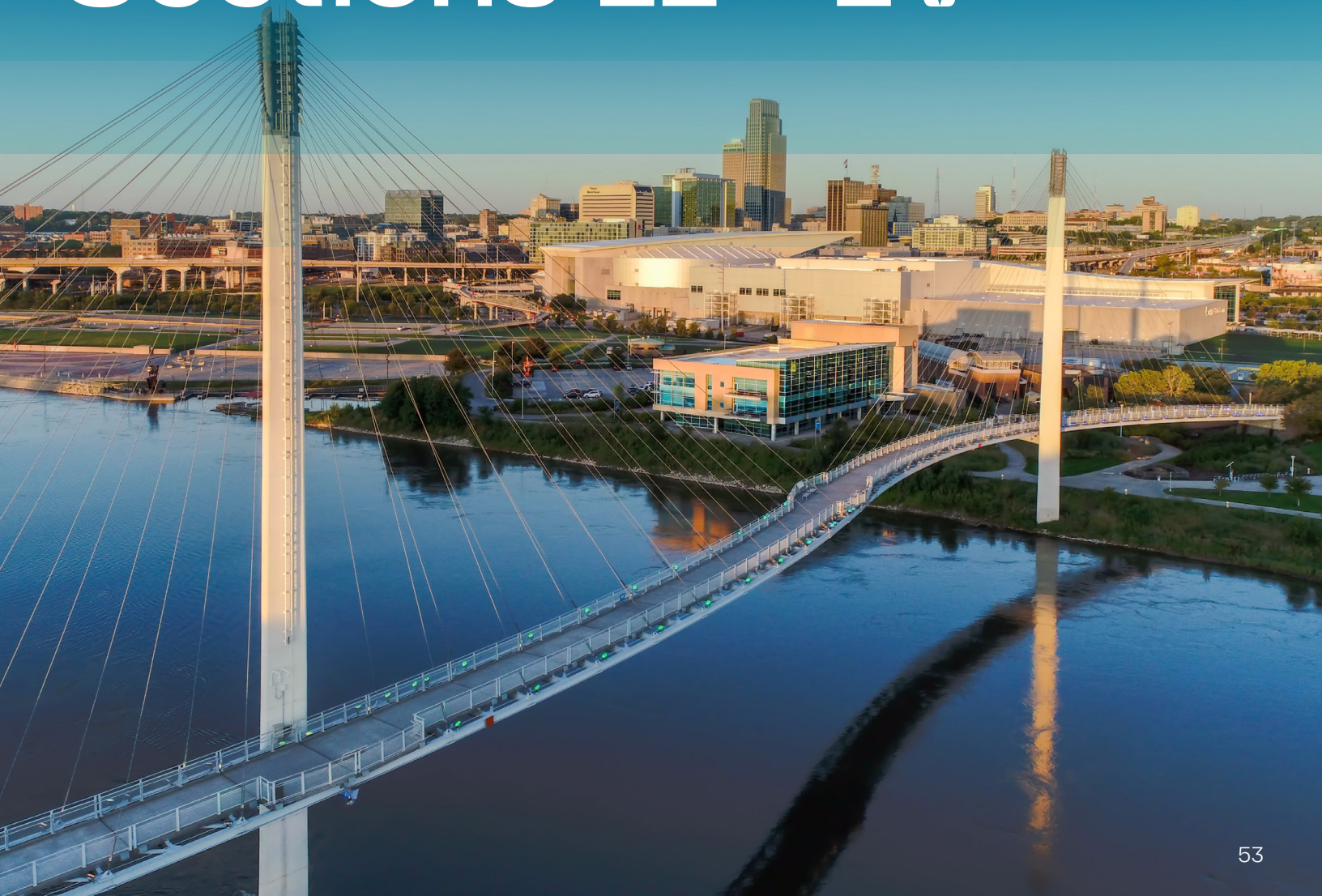
COMPANY:	AtkinsRealis USA Inc.
ADDRESS:	6550 Sprint Parkway, Suite 200, Overland Park, KS 66211
PHONE:	703.862.7674
EMAIL:	Matt.Talley@atkinsrealis.com
BIDDER NAME & TITLE:	Matt Talley, Senior Vice President
SIGNATURE:	<small>DocuSigned by:</small> 
DATE:	<small>4E7F28C27E624F3...</small> 3/3/2026

### VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	



# Sections II - IV




## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

### A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.



Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.



The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

**K. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss



or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply



to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**R. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with



- applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
  5. Cooperate with any successor Vendor, person, or entity with the transfer of information or data related to this contract,
  6. Return or vacate any state owned real or personal property; and,
  7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**U. AMERICANS WITH DISABILITIES ACT**


Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

#### A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor’s representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder’s solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor’s employees).



If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**D. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.



**F. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. Not-to-exceed hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

Prices submitted on the Hourly Rates portion of Attachment A – Bidder Questionnaire, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**I. INSURANCE REQUIREMENTS**

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance, evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**



The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.



<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

124469 O5

Nebraska Emergency Management Agency  
 Attn: Recovery Section Administrator  
 1526 K Street  
 Lincoln, NE 68508  
 Donny.Christensen@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.



- J. ANTITRUST**  
The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.
- K. CONFLICT OF INTEREST**  
By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.
- Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.
- If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.
- L. STATE PROPERTY**  
The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.
- M. SITE RULES AND REGULATIONS**  
The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.
- N. ADVERTISING**  
The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.
- O. DISASTER RECOVERY/BACK UP PLAN**  
The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.
- P. DRUG POLICY**  
Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
- Q. WARRANTY**  
Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- R. TIME IS OF THE ESSENCE**  
Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.




## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Nonnegotiable)**

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

**C. INVOICES**

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but are not limited to:

1. Billing period,
2. Total billed amount, and
3. Total hours billed

Supporting documentation shall include, but not be limited to:

1. Staff name,
2. Hours worked each day,
3. Hourly rate, and
4. Name of task

Approved invoices will be packaged for payment on a monthly basis. NEMA prefers to receive the invoices electronically and will provide email addresses after the award of contract. Any terms or conditions on or attached to any such invoice shall not be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.



The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

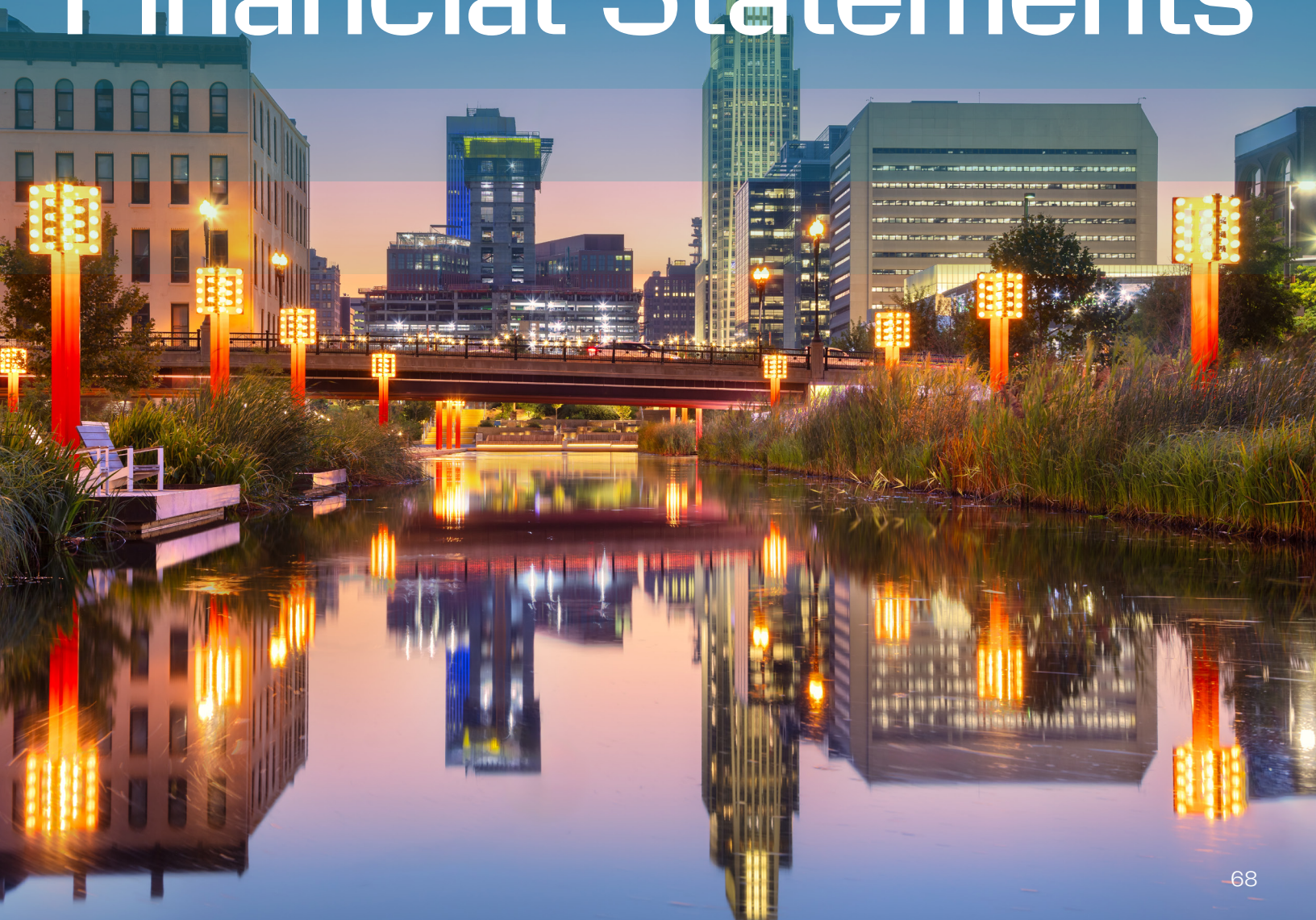
**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.



# Financial Statements



# AtkinsRealis USA, Inc.

Consolidated Financial Statements as of and for the  
Years Ended December 31, 2024, and 2023  
and Independent Auditor's Report

# **ATKINSREALIS USA, INC.**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
AtkinsRealis USA, Inc.  
4030 West Boy Scout Blvd, Suite 700  
Tampa, FL 33607

### Opinion

We have audited the consolidated financial statements of AtkinsRealis USA, Inc. and subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2024 and 2023, and the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB).

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Emphasis of Matter

As discussed in Note 15 to the financial statements, the financial statements include allocations of certain expenses from the Company's parent. Accordingly, the financial statements may not be indicative of the financial condition that would have existed or the results of operations that would have been achieved if the Company had operated without such affiliation. Our opinion is not modified with respect to this matter.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards as issued by the IASB, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern at least, but not limited to, one year from the end of the reporting period, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

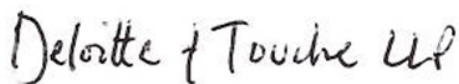
## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

The image shows a handwritten signature in dark ink that reads "Deloitte & Touche LLP". The signature is written in a cursive, flowing style.

August 11, 2025

# ATKINSREALIS USA, INC.

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

AS OF DECEMBER 31, 2024 AND 2023

(Dollars in thousands)

	December 31, 2024	December 31, 2023
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 1,439	\$ 2,469
Trade and other receivables (Note 7)	124,342	117,525
Prepaid expenses	3,619	4,977
Contract assets	119,875	88,889
Receivables from fellow group undertaking	132,207	125,911
Income tax receivables	1,051	941
<b>Total current assets</b>	<b>382,533</b>	<b>340,712</b>
<b>Non-current assets:</b>		
Receivables from fellow group undertaking	82,854	118,681
Goodwill (Note 9)	35,178	35,178
Other intangible assets (Note 9)	8,738	8,379
Property and equipment (Note 8)	381	26,756
Right of Use Assets	117	409
Deferred income tax asset (Note 6)	110,736	118,378
Other non-current assets	413	382
<b>Total non-current assets</b>	<b>238,417</b>	<b>308,163</b>
<b>TOTAL ASSETS</b>	<b>\$ 620,950</b>	<b>\$ 648,875</b>
<b>LIABILITIES</b>		
<b>Current Liabilities:</b>		
Current portion of lease liabilities	\$ 60	\$ 142
Trade and other payables and accrued liabilities (Note 10)	126,172	123,701
Payables to fellow group undertaking (Note 15)	6,598	106,102
Contract liabilities	50,763	44,121
Contract loss provisions	6,393	-
<b>Total current liabilities</b>	<b>189,986</b>	<b>274,066</b>
<b>Non-current liabilities:</b>		
Non-Current portion of lease liabilities	71	290
Post-employment benefit liabilities (Note 11)	749	806
Other non-current liabilities	6,609	146
<b>Total non-current liabilities</b>	<b>7,429</b>	<b>1,242</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 197,415</b>	<b>\$ 275,308</b>
<b>CAPITAL AND RESERVES:</b>		
Common stock, par value \$5.00, 100 shares authorized, 100 and 100 shares issued and outstanding at December 31, 2024 and 2023, respectively	1	1
Additional paid-in capital	192,502	192,502
Retained earnings	231,103	181,116
Accumulated other comprehensive loss	(71)	(52)
<b>TOTAL EQUITY</b>	<b>423,535</b>	<b>373,567</b>
<b>TOTAL EQUITY AND LIABILITIES</b>	<b>\$ 620,950</b>	<b>\$ 648,875</b>

The notes are an integral part of these consolidated financial statements.

**ATKINSREALIS USA, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023**  
**(Dollars in thousands)**

	<b>Year Ended December 31, 2024</b>	Year Ended December 31, 2023
REVENUES	\$ <b>1,017,925</b>	\$ 933,590
COST OF SALES	<b>(669,800)</b>	(616,627)
GROSS PROFIT	<b>348,125</b>	316,963
ADMINISTRATIVE EXPENSES	<b>(272,371)</b>	(258,352)
REVERSAL OF IMPAIRMENT ON FIXED ASSETS	<b>7,158</b>	-
GAIN ON SALES OF FIXED ASSETS	<b>7,763</b>	-
OPERATING INCOME	<b>90,675</b>	58,611
EQUITY GAIN / (LOSS) FROM JOINT VENTURES	<b>3</b>	(20)
INCOME BEFORE INTEREST AND TAXES	<b>90,678</b>	58,591
FINANCE INCOME	<b>27</b>	41
FINANCE EXPENSE	<b>(102)</b>	(1,373)
FINANCE EXPENSE —Net	<b>(75)</b>	(1,332)
INCOME BEFORE TAX	<b>90,603</b>	57,259
INCOME TAX EXPENSE (Note 6)	<b>(14,883)</b>	(15,693)
NET INCOME	<b>\$ 75,720</b>	\$ 41,566

The notes are an integral part of these consolidated financial statements.

**ATKINSREALIS USA, INC.**

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023  
(Dollars in thousands)**

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	<b>Year Ended December 31, 2024</b>	Year Ended December 31, 2023
NET INCOME	<b>\$ 75,720</b>	\$ 41,566
OTHER COMPREHENSIVE EXPENSE—Items that will not be reclassified to profit or loss—remeasurements of post-employment benefit liabilities	<b>(19)</b>	(132)
Other comprehensive income/(expense) for the year-net of tax	<b>(19)</b>	(132)
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>\$ 75,701</b>	\$ 41,434

The notes are an integral part of these consolidated financial statements.

**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023  
(Dollars in thousands)**

	<b>Common Stock</b>		<b>Additional</b>	<b>Retained</b>	<b>Accumulated</b>	<b>Total</b>
	<b>Shares</b>	<b>Amount</b>	<b>Paid-In</b>	<b>Earnings</b>	<b>Other</b>	<b>Equity</b>
			<b>Capital</b>		<b>(Loss)/Income</b>	
BALANCE— AS PREVIOUSLY REPORTED — December 31, 2022	100	\$1	\$192,502	\$75,659	\$80	\$268,241
Revision of prior year Income taxes				76,729		
BALANCE— AS RESTATED — December 31, 2022	100	\$1	\$192,502	\$152,388	\$80	\$344,970
Net Income	-	-	-	41,566	-	41,566
Remeasurements of post-employment benefit liabilities	-	-	-	-	(132)	(132)
Total comprehensive income for the year	-	-	-	41,566	(132)	41,434
Deemed Distribution to Parent Company	-	-	-	(12,838)	-	(12,838)
<b>BALANCE—December 31, 2023</b>	<b>100</b>	<b>\$1</b>	<b>\$192,502</b>	<b>\$181,116</b>	<b>(\$52)</b>	<b>\$373,567</b>
<b>Net Income</b>	-	-	-	<b>75,720</b>	-	<b>75,720</b>
<b>Remeasurements of post-employment benefit liabilities</b>	-	-	-	-	<b>(19)</b>	<b>(19)</b>
<b>Total comprehensive income for the year</b>	-	-	-	<b>75,720</b>	<b>(19)</b>	<b>75,701</b>
<b>Deemed Distribution to Parent Company</b>	-	-	-	<b>(25,733)</b>	-	<b>(25,733)</b>
<b>BALANCE—December 31, 2024</b>	<b>100</b>	<b>\$1</b>	<b>\$192,502</b>	<b>\$231,103</b>	<b>(\$71)</b>	<b>\$423,535</b>

## ATKINSREALIS USA, INC.

### CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2024 AND 2023 (Dollars in thousands)

	Year Ended December 31, 2024	Year Ended December 31, 2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 75,720	\$ 41,566
Adjustments for:		
Income tax expense recognized in profit (Note 6)	14,883	15,693
Finance income recognized in profit	(27)	(41)
Finance costs recognized in profit	102	1,373
Depreciation expense (Note 8)	2,335	6,290
Amortization expense (Note 9)	1,819	1,950
Amortization on right-of-use assets	99	180
Gain on sale of property and equipment	(7,763)	-
Reversal of Impairment on Fixed Assets	(7,158)	-
Movement in financial provisions	2,129	896
Other	2	54
Movements in working capital:		
Trade and other receivables	(6,817)	(18,956)
Prepaid expenses	1,358	(6,100)
Contract assets	(33,115)	(8,788)
Non-current assets	(33)	222
Increase in trade and other payables	3,295	12,704
Contract provisions	6,393	(52)
Contract liabilities	6,642	16,265
Receivables and payables to fellow group undertaking	(102,915)	(52,052)
Other non-current liabilities	6,273	(2)
Post-employment benefits	(116)	(160)
Net cash provided by (used in) operating activities	<b>(36,894)</b>	11,042
Interest received	27	41
Interest costs	(62)	(645)
Income taxes paid	(143)	(515)
Net cash provided by (used in) operating activities	<b>(37,072)</b>	9,923
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment (Note 8)	(108)	(63)
Capitalization of intangibles (Note 9)	(2,178)	-
Proceeds from sale of property, plant and equipment	38,428	-
Net cash provided by (used in) investing activities	<b>36,142</b>	(63)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment of lease liabilities	(118)	(4,627)
Increase in lease liabilities	18	-
Non-recourse debt repayment	-	(17,000)
Net cash used in financing activities	<b>(100)</b>	(21,627)
NET DECREASE IN CASH AND CASH EQUIVALENTS	<b>(1,030)</b>	(11,767)
CASH AND CASH EQUIVALENTS—Beginning of year	2,469	14,236
CASH AND CASH EQUIVALENTS—End of year	<b>\$ 1,439</b>	<b>\$ 2,469</b>

The notes are an integral part of these consolidated financial statements.

# ATKINSREALIS USA, INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2024, AND 2023 AND FOR YEARS ENDED DECEMBER 31, 2024, AND 2023

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### 1. ACCOUNTING POLICIES

AtkinsRéalís USA, Inc. (the "Company") is a direct wholly owned subsidiary of AtkinsRéalís USA, LLC (the "Parent Company"), an indirect wholly owned subsidiary of SNC-Lavalin Group Inc. (doing business under the name "AtkinsRéalís") (together with its subsidiaries the "Group"). The address of the Company's registered office is 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607. AtkinsRéalís has its registered office at: 455 Boul. Rene-Levesque oust, Montreal, Quebec, Canada H2Z 1Z3. Copies of the annual report and financial statements for AtkinsRéalís are available at [Annual reports 2024 – AtkinsRéalís](#).

**Basis of Preparation**—The consolidated financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board.

The preparation of the consolidated financial statements in conformity with IFRS requires the use of certain critical accounting estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Although these estimates are based on management's best knowledge of the amount, event, or actions, actual results ultimately may differ from those estimates. Material estimates applied across the businesses and joint arrangements are reviewed to a common standard and adjusted where appropriate to ensure that consistent treatment of similar and related issues that require judgment is achieved upon consolidation. Any revisions to estimates are recognized prospectively.

The preparation of the consolidated financial statements in conformity with IFRS also requires management to exercise its judgment in the process of applying the Group's accounting policies. Those areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements are estimates to complete in relation to contract accounting, including recoverability of receivables, income tax and impairment. These critical accounting policies are described in more detail below and relate to revenue accounting and contract accounting.

#### Recently Adopted Accounting Standards

The following amendments to existing standards were adopted by the Company on January 1, 2024:

- Amendments to IFRS 16, Leases, ("IFRS 16") require a seller-lessee to subsequently measure lease liabilities arising from a leaseback in a way that it does not recognize any amount of the gain or loss that relates to the right of use it retains. The new requirements do not prevent a seller-lessee from recognizing in profit or loss any gain or loss relating to the partial or full termination of a lease.
- Amendments to IAS 7, Statement of Cash Flows, and IFRS 7, Financial Instruments: Disclosures, ("IFRS 7") introduce disclosure requirements to enhance the transparency of supplier finance arrangements and their effects on an entity's liabilities, cash flows and exposure to liquidity risk.

The adoption by the Company of the amendments listed above did not have a material impact on the Company's financial statements.

## **Immaterial Correction in relation to Prior Year Financial Statements**

Subsequent to issuing the December 31, 2023 financial statements, the Company identified a misstatement in relation to previous years financial statements. More specifically, the Company entered into a tax-deferred reorganization with AtkinsRealis Renewable Resource Corporation ("ARRC"). ARRC had historically generated net operating losses. The reorganization was concluded to be a valid reorganization. As such, AtkinsRealis USA, Inc., inherited the tax basis for the assets and tax attributes of ARRC. The Company concluded that it would be able to utilize the net operating losses of ARRC. As such, the Company concluded that it should have reversed the prior valuation allowance and recorded deferred tax assets in 2022. As a result, it was determined that the Company understated the deferred tax asset balance and retained earnings by \$76.7 million as of January 1, 2023. The correction in relation to the deferred tax asset balance as of January 1, 2023, also resulted in the same increase in the deferred tax asset balance as of December 31, 2023. The restatement did not have any impact on the consolidated income statement or the consolidated statement of cash flows for the year ended December 31, 2023.

In addition, the Company identified a misstatement in relation to classification of receivables from fellow group undertaking and payables to fellow group undertaking. The Company previously presented certain receivables from fellow group undertaking and payables to fellow group undertaking as non-current assets and payables. The Company concluded that \$125.9 million of receivables from fellow group undertaking as of December 31, 2023, which settled in 2024 was restated as a current asset. Since all payables to fellow group undertaking were due on demand, \$106.1 million was restated as a current liability as of December 31, 2023. As a result, working capital was understated by \$19.8 million as of December 31, 2023.

The restatement did not have any impact on the consolidated statement of income or the consolidated statement of cash flows for the year ended December 31, 2023.

## **Amendments Issued to be Adopted at a Later Date**

The following amendments to an existing standard have been issued and are applicable to the Company for its annual periods beginning on January 1, 2025, and thereafter, with an earlier application permitted:

- Amendments to IAS 21, The Effects of Changes in Foreign Exchange Rates, require an entity to apply a consistent approach in assessing whether a currency can be exchanged into another currency and, when it cannot, determining the exchange rate to use and the disclosures to provide.

The Company is currently evaluating the impact of adopting these amendments on its consolidated financial statements.

**Going Concern**—The directors have a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future and therefore continue to adopt the going concern basis in preparing the consolidated financial statements.

**Revenue**—Revenue from long-term contracts comprises the value of work performed during the period calculated in accordance with the Company's policy for contract accounting set out below.

**Revenue Recognition and Contract Accounting**—The value of contract work in progress comprises the costs incurred on contracts plus an appropriate proportion of overheads and attributable profit. Fees invoiced on account are deducted from the value of work in progress and the balance is separately disclosed in contract assets, unless such fees exceed the value of the work in progress on any contract in which case the excess is separately disclosed in contract liabilities.

Revenue from contracts with customers is recognized, for each performance obligation, either over a period of time or at a point in time, depending on which method reflects the transfer of control of the goods or services underlying the particular performance obligation to the customer. The Company enters into a number of different forms of contracts with clients, the most common being cost-plus and time and materials contracts based on hourly rates, as well as fixed price lump sum contracts.

In most cases, for performance obligations satisfied over time, the Company recognizes revenue over time using an input method, based on costs incurred to date relative to total estimated costs at completion, to measure progress toward satisfying such performance obligations. Under this method, costs that do not contribute to the performance of the Company in transferring control of goods or services to the customer are excluded from the measurement of progress toward satisfying the performance obligation. For certain contracts, notably certain cost-plus contracts or unit-rate contracts, the Company recognizes revenue based on its right to consideration when such amount corresponds directly with the value to the customer of the entity's performance completed to date. In certain other situations, the Company might recognize revenue at a point in time, when the criteria to recognize revenue over time are not met. In any event, when the total anticipated costs exceed the total anticipated revenues on a contract, such loss is recognized in its entirety in the period it becomes known and a provision for forecasted losses on contracts is recognized in the consolidated statement of financial position.

The amount of revenue recognized by the Company is based on the transaction price allocated to each performance obligation. Such transaction price corresponds to the amount of consideration which the Company expects to be entitled to receive in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties. The transaction price includes, among other things and when applicable, an estimate of variable consideration only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Variable consideration is usually derived from incentives, performance bonuses, and penalties, and could include claims and unpriced change orders. AtkinsRéalis may enter into contractual arrangements with a client to deliver services on one project with respect to more than one performance obligation. When entering into such arrangements, the Company allocates the transaction price by reference to the stand-alone selling price of each performance obligation. Accordingly, when such arrangements exist on the same project, the value of each performance obligation is based on its stand-alone selling price and recognized according to the respective revenue recognition methods described above. The Company accounts for a contract modification, which consists of a change in the scope or price (or both) of a contract, as a separate contract when the remaining goods or services to be delivered after the modification are distinct from those delivered prior to the modification and the price of the contract increases by an amount of consideration that reflects the stand-alone selling price of the additional promised goods or services. When the contract modification is not accounted for as a separate contract, the Company recognizes an adjustment to revenue on a cumulative catch-up basis at the date of contract modification.

The Company presents its contract balances, on a contract-by-contract basis, in a net contract asset or deferred revenues position, separately from its trade receivables. Contract assets and trade receivables are both rights to receive consideration in exchange for goods or services that the Company has transferred to a customer, however the classification depends on whether such right is only conditional on the passage of time (trade receivables) or if it is also conditional on something else (contract assets), such as the satisfaction of further performance obligations under the contract. Contract liabilities represent the cumulative amount received and contractually receivable by the Company that exceeds the right to consideration resulting from the Company's performance under a given contract.

**Remaining Performance Obligation**—The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially satisfied) at December 31, 2024, on all contracts with customers, is expected to be recognized in revenues as follows: 2025 – \$503.2 million, 2026 – \$351.8 million, and thereafter – \$160.9 million (2023: 2024 – \$599.9 million, 2025 – \$305.8 million, and thereafter – \$171.5 million).

**Income Tax**—Current and deferred income tax are recognized in the consolidated statements of income for the period except where the taxation arises as a result of a transaction or event that is recognized in other comprehensive income or directly in equity. Income tax arising on transactions or events recognized in other comprehensive income or directly in equity is charged or credited to other comprehensive income or directly to equity, respectively. Federal and state combined, and unitary income taxes are paid by the Parent Company, as the respective income tax liabilities are recorded in the Company's intercompany account.

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax basis of assets and liabilities and their carrying amounts in the consolidated financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting, nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantively enacted by the statement of financial position date and are expected to apply when the related deferred income tax asset is realized, or the deferred income tax liability is settled.

Deferred income tax assets are recognized to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

**Cash and Cash Equivalents**—Cash and cash equivalents comprise cash in hand, demand deposits, and short-term liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash, and which are subject to an insignificant risk of changes in value.

**Trade Receivables**—Trade receivables are amounts due from customers for services performed in the ordinary course of business.

Accounts receivables are recognized at original invoice amount. A provision for allowance for expected credit losses is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivables. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy or financial reorganization, and default or delinquency in payments are considered indicators that the account receivable should be written-off.

**Contract Assets**—Contract assets represent the gross unbilled amount for a given project that is expected to be collected from customers for contract work performed to date. It is measured at cost plus profit recognized by the Company to date less progress billings. If progress billings for a given project exceed costs incurred plus recognized profits, then the difference is presented as contract liabilities.

**Joint Arrangements**—The Company applies IFRS 11 to all joint arrangements. Under IFRS 11, a joint arrangement is an arrangement over which two or more parties have joint control. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control. The Company classifies its interests in joint arrangements as either joint ventures or joint operations.

**Joint Operations**—A joint operation is a joint arrangement whereby the parties that have joint control have the rights to the assets and obligations for the liabilities relating to the arrangement, or that other facts and circumstances indicate that this is the case. The Company's share of assets, liabilities, revenue, expenses and cash flows are combined with the equivalent items in the consolidated financial statements on a line-by-line basis.

**Goodwill**—Goodwill is stated at cost less impairment and is subject to annual impairment review. Upon an acquisition of a business by the Company, fair values are attributed to the assets, liabilities and contingent liabilities of the acquired business at the date of acquisition. Goodwill arises when the fair value of the consideration given for a business exceeds the fair value of the net assets. In accordance with IFRS 3, *Business Combinations*, goodwill arising on acquisitions is capitalized and is subject to impairment review annually and when there are indications that the carrying value may not be recoverable. No impairment charges were recorded during the years ended December 31, 2024, or December 31, 2023.

**Intangible Assets**—Intangible assets acquired in a business combination and recognized separately from goodwill are initially recognized at their fair value at the acquisition. Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately. In accordance with IFRS 2, intangible assets arising on acquisitions are subject to impairment review both annually and when there are indications that the carrying value may not be recoverable. No impairment charges were recorded during the years ended December 31, 2024, or December 31, 2023.

Development expenditures for a software is capitalized only when there is a technical and commercial feasibility of completing the development, and the Company has the intention, ability and sufficient resources to use the outcome of the development, it is probable that the outcome will generate a future economic benefit, and the cost can be measured reliably.

Intangible, assets with definite useful lives are amortized on a straight-line basis for each asset over the term of its estimated useful economic life, as follows:

Software	2 to 5 years
Developed technologies	7 years
Customer relationships	13 years
Trade name	15 years

**Property and Equipment**—Property and equipment is carried at cost less accumulated depreciation and impairment. Cost comprises purchase price after discounts and rebates plus all directly attributable costs of bringing the asset to working condition for its intended use. Major renewals and improvements are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. The useful lives of the assets range from three to twenty years. Depreciation and amortization expenses are included in administrative expenses in the accompanying consolidated statements of income.

Impairment losses recognized on property and equipment can be reversed if there has been a change in the estimates used to determine the asset's recoverable amount. The reversal is limited to the amount necessary to restore the asset's carrying amount to what it would have been if the original impairment loss had not been recognized.

Property and equipment are depreciated on a straight-line basis for each asset over the term of its estimated useful economic life, as follows:

Equipment, machinery and vehicles	3-20 years
Leasehold Improvements	10 years or life of the lease, whichever is shorter

**Impairment of Long-lived Assets**—Assets that have an indefinite useful life are not subject to amortization and are reviewed for impairment annually and when there are indications that the carrying value may not be recoverable. Assets that are subject to amortization are reviewed for impairment wherever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the carrying amount of the asset exceeds its recoverable amount. The recoverable amount is the higher of the fair value less costs to sell and value in use. For purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows.

## Leases

**Estimate of the Lease Term**—When the Company recognizes a lease as a lessee, it assesses the lease term based on the conditions of the lease and determines whether it is reasonably certain that it will exercise its extension or termination option, if any. It then uses the expected modified term under such option if it is reasonably certain that it will be exercised. As such, a change in the assumption used could result in a significant impact in the amount recognized as right-of-use asset and lease liability, as well as in the amount of depreciation of right-of-use asset and interest expense on lease liability.

**Determining the Discount Rate for Leases**—IFRS 16 requires the Company to discount the lease payments using the rate implicit in the lease if that rate is readily available. If that rate cannot be readily determined, the lessee is required to use its incremental borrowing rate ("IBR"). The Company generally used its IBR when recording leases initially, since the implicit rates are not readily available due to information not being available from the lessor regarding the fair value of underlying assets and direct costs incurred by the lessor related to the leased assets. The determination of the IBR requires the use of various assumptions which, if different than those being used, could result in a significant impact in

the amount recognized as right-of-use asset and lease liability, as well as in the amount of depreciation of right-of-use asset and interest expense on lease liability.

**Trade Payables**—Trade payables are obligations to pay for goods and services that have been acquired from suppliers in the ordinary course of business. Trade payables are recognized at original invoice amount.

**Fair Value Measurement**—The carrying amounts of cash and cash equivalents, trade and other receivables, and trade and other payables approximate fair value due to the short-term maturities of these assets and liabilities.

## 2. CREDIT RISK MANAGEMENT

Credit risk is the risk that the Company will suffer financial loss as a result of counterparties defaulting on their contractual obligations. The risk arises on financial instruments recorded at fair value through profit or loss, cash and cash equivalents, and trade and other receivables, with the maximum exposure to risk equivalent to 100% of the carrying value disclosed in the Company's consolidated statements of financial position at December 31, 2024, and 2023. The Company does not hold any collateral as security.

For trade and other receivables, concentration of credit risk exists due to the large portion of work performed for governmental entities. For non-governmental clients, an assessment of the credit quality of the customer is made where appropriate using a combination of external rating agencies, past experience, and other factors. Ongoing credit evaluations of customers are performed and generally no collateral is required. Exposure and payment performance are monitored closely by management. The Company provides an allowance for expected credit losses based upon factors surrounding the credit risk of specific customers, historical trends, and other information.

## 3. CONCENTRATIONS OF REVENUE AND CREDIT RISK

**Major Customers**—Work performed for governmental entities accounted for approximately 75.39% and 77.2% for the years ended December 31, 2024, and 2023, respectively. Trade receivables and contract assets from governmental entities were \$90.9 million and \$68.4 million, respectively, at December 31, 2024, and \$81.5 million and \$49.8 million, respectively, at December 31, 2023.

For the year ended December 31, 2024, revenue of \$117.4 million was derived from various districts of the Florida Department of Transportation ("FDOT"), \$69.9 million was derived from the Federal Emergency Management Agency ("FEMA"), \$69.9 million was derived from the Georgia Department of Transportation ("GDOT"), \$57.0 million was derived from various districts of the Texas Department of Transportation ("TXDOT"), and \$43.2 million was derived from Intel North America.

For the year ended December 31, 2023, revenue of \$110.9 million was derived from various districts of the Florida Department of Transportation ("FDOT"), \$61.1 million was derived from the Federal Emergency Management Agency ("FEMA"), \$56.9 million was derived from the Georgia Department of Transportation ("GDOT"), \$47.9 million was derived from various districts of the Texas Department of Transportation ("TXDOT"), and \$40.3 million was derived from the Colorado Department of Transportation ("CDOT").

The Company maintains its cash and cash equivalents with various financial institutions. The Company does not hold any amounts in excess of the Federal Deposit Insurance Corporation ("FDIC") limits at the end of December 31, 2024. The Company believes that it is not exposed to any significant credit risk on its cash balances due to the strength of the financial institutions.

#### 4. JOINT OPERATIONS

The company carries out contracts in joint arrangements with other contractors as the Company's clients seek a single point of responsibility for major projects. The following are the principal joint operations in which the Company participated during the years ended December 31, 2024 and 2023.

<b>Name</b>	<b>Nature of Business</b>	<b>Proportion of Interest</b>
ABSolute Joint Venture	A joint operation providing architectural and engineering design services at Hartsfield-Jackson International Airport for the City of Atlanta	65.0%
Atkins - Black & Veatch – FSB JV	A joint operation providing design construction services for the Air Force Civil Engineer Center (AFCEC)	50.0%
Atkins – HNTB JV	A joint operation providing services for the NYC Metropolitan Transportation Authority	60.0%
Atkins-KCI Joint Venture	A joint operation providing construction support services for US Dept of Transportation, Eastern Federal Lands Highway Division	50.0%
Atkins-UC Joint Venture	A joint operation providing services for the US Army Corp of Engineers (USACE) – Europe District	51.0%
Atlanta Transportation Solutions Group	A joint operation providing services for the Atlanta Department of Transportation	70.0%
Atlanta Civil Partners LLC	A joint operation for pursuing on-call services at the airport for the City of Atlanta	39.0%
Chicago Aviation Runway Designers	A joint operation providing design management services for the Chicago O'Hare Airport runway extension project	28.0%
CGA Solutions	A joint operation providing construction management services for the DeKalb County Dept of Watershed Management	30.0%
Disaster Solutions Alliance, LLC	A joint operation providing technical assistance to the Department of Homeland Security and FEMA	49.0%
Hazen + Atkins JV	A joint operation providing development services to the City of Baltimore	47.0%
IRIS Solutions	A joint operation established to pursue federal contracts related to facility assessments, building sustainability surveys and related services	49.0%

<b>Name</b>	<b>Nature of Business</b>	<b>Proportion of Interest</b>
Marstel-Day/Atkins Mentor Protégé JV	A joint operation established to develop and execute Small Business Administration opportunities	49.0%
Merrick-Atkins Joint Venture	A joint operation providing design, investigation, planning and contract administration services for various projects	49.0%
NWI&T Atkins SB JV, LLC	A joint venture established to bid and perform on small business contract opportunities	49.0%
South County Transit Partners	A joint operation providing services for the Central Puget Sound Transportation Authority Federal Way Link Extension project	45.0%
STARR, a Joint Venture	A joint operation that provides production and technical services related to the nation-wide floodplain mapping and management programs	40.5%
STARR II, a Joint Venture	A joint operation that provides engineering and mapping support services to produce the riverine and coastal flood studies and other related services. STARR II PTS3 contract.	40.5%
STARR II, a Joint Venture	A joint operation that provides engineering and mapping support services to produce the riverine and coastal flood studies and other related services	49.0%
Vanguard Emergency Management	A joint operation providing services for the FEMA housing inspection program	33.3%
Vanguard Inspection Services	A joint operation providing services for the FEMA housing inspection program	50.0%
Water Smart Alliance	A joint operation providing services for the purpose of DC Water and Sewer Authority's water program management project	55.0%

The principal place of business for all the joint operations noted above is the United States of America ("U.S.").

## 5. AFFILIATED COMPANY MERGERS AND TRANSFERS

- a) There were no mergers and/or transfers for the year ended December 31, 2024.
- b) On August 31, 2023, the Company transferred 100% of the interest of an affiliated company, Capital Engineering, LLC to Atkins US Holdings Inc. The primary purpose of this transfer was to better align mining operations with the rest of Engineering Services in the U.S. There was no cash consideration for this transaction. The assets and liabilities transferred were as follows:

<b>(In thousands)</b>	<b>Assets and Liabilities Transferred</b>
Trade and other receivables	5,194
Contract assets	369
Income tax receivables	367
Accounts receivable from fellow group undertaking	343
Trade and other payables	862
Contract liabilities	(6,469)
Current income tax liability	(265)
Provisions for other liabilities and charges - current	(443)
Accounts payable to fellow group undertaking	<u>42</u>
Net assets and liabilities	<u>\$ -</u>

- c) On July 31, 2023, SNC-Lavalin America, Inc. merged with and into The SNC-Lavalin Corporation. On September 29, 2023, SNC-Lavalin Capital USA merged with and into The SNC-Lavalin Corporation. The primary purpose of these dissolutions was to support the Company's legal entity reduction initiative.

## 6. INCOME TAX

### Income Tax Expense

#### a) Analysis of Income Tax Expense

<b>(In thousands)</b>	<b>Year Ended December 31, 2024</b>	Year Ended December 31, 2023
Current income tax:		
Federal provision	\$ 4,756	\$ 13,668
State provision	2,485	2,981
Deferred income tax:		
Federal provision	7,328	(1,421)
State provision	314	465
Income taxes	\$ 14,883	\$ 15,693
Income before taxes	\$ 90,603	\$ 57,259
Effective income tax rate	16.4 %	27.4 %

#### b) Income Tax Rate Reconciliation

The income tax rate for the years ended December 31, 2024, and 2023 varied from the U.S. Federal statutory rate, as follows:

	<b>Year Ended December 31, 2024</b>	Year Ended December 31, 2023
U.S. statutory rate	21.0	21.0
State taxes, net of federal benefit	3.3	3.5
Research and development credit	(1.3)	0.0
Taxes payable true-up	(5.6)	0.1
Other Adjustments	(1.4)	2.4
Permanent items	0.4	0.4
Effective income tax rate	16.4 %	27.4 %

## Deferred Income Tax

### c) *Deferred Tax Assets and Liabilities*

Deferred income tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income taxes relate to the same fiscal authority. The offset amounts are as follows:

<b>(In thousands)</b>	<b>December 31, 2024</b>	December 31, 2023
Deferred tax assets and other reserves:		
Deferred tax assets to be settled within 12 months	\$ 7,044	\$ 8,544
Deferred tax assets to be settled after more than 12 months	<u>104,250</u>	<u>117,219</u>
	<u>111,294</u>	<u>125,763</u>
Deferred tax liabilities:		
Deferred tax liabilities to be settled within 12 months	(338)	(77)
Deferred tax liabilities to be settled after more than 12 months	<u>(220)</u>	<u>(7,308)</u>
	<u>(558)</u>	<u>(7,385)</u>
Net deferred tax assets	<u>\$ 110,736</u>	<u>\$ 118,378</u>

**d) Net Deferred Tax Assets (Liabilities)**

<b>(In thousands)</b>	<b>December 31, 2024</b>	December 31, 2023
Deferred tax assets:		
Deferred revenue	\$ 405	\$ 496
Accounts payable and accrued expenses	694	2,308
Accrued vacation	4,656	4,441
Deferred compensation	1,694	1,795
ROU and lease liability	249	860
Amortization of intangibles	29,386	33,626
Net operating losses	70,752	78,053
Research and development	1,200	-
Reserve Accruals	2,258	3,229
Other	-	955
<b>Gross deferred tax assets</b>	<b>111,294</b>	125,763
Deferred tax liabilities:		
Fixed assets	\$ (134)	\$ (7,308)
Joint venture basis difference	(338)	-
Prepaid assets	(86)	(77)
<b>Gross deferred tax liabilities</b>	<b>(558)</b>	<b>(7,385)</b>
<b>Net deferred tax asset</b>	<b>\$ 110,736</b>	<b>\$ 118,378</b>

**e) Income Tax Payables/Receivables**

AtkinsRéalisis USA, Inc. files a consolidated federal income tax return with Atkins US Holdings, Inc. and its subsidiaries. As of the year ended December 31, 2024, the Company had an income tax payable of \$5.6 million reflected on the statement of financial position in two components.

The Company files separate state income tax filings for which a receivable of \$1.0 million is recorded as of December 31, 2024. The remaining \$6.6 million is reflected on the statement of financial position as part of the payables to fellow group undertaking and is primarily related to the filing of the consolidated federal and state income tax returns.

The net recognized operating loss carryforward for the years ended December 31, 2024 and 2023 is \$409.0 million and \$447.0 million, respectively.

## 7. TRADE AND OTHER RECEIVABLES

### *Trade and Other Receivables*

<b>(In thousands)</b>	<b>December 31, 2024</b>	December 31, 2023
Current assets:		
Trade receivables	\$ 122,505	\$ 115,698
Allowance for expected credit losses	(797)	(823)
Trade receivables—net	<b>121,708</b>	114,875
Other receivables	<b>2,634</b>	2,650
Total	<b>\$ 124,342</b>	\$ 117,525

## 8. PROPERTY AND EQUIPMENT

(In thousands)	Leasehold Improvements	Equipment, Machinery and Vehicles	Total
Cost—December 31, 2022	\$ 2,636	\$ 74,801	77,437
Additions	(1)	64	63
Disposals	(2,635)	(2,135)	(4,770)
<b>Cost—December 31, 2023</b>	<b>-</b>	<b>72,730</b>	<b>72,730</b>
<b>Additions</b>	<b>-</b>	<b>108</b>	<b>108</b>
<b>Disposals</b>	<b>-</b>	<b>(67,049)</b>	<b>(67,049)</b>
<b>Cost—December 31, 2024</b>	<b>\$ -</b>	<b>\$ 5,789</b>	<b>\$ 5,789</b>
Accumulated depreciation—December 31, 2022	\$ 2,634	\$ 38,906	\$ 41,540
Depreciation expense	1	6,289	6,290
Transfer prior year impairment reserve from accounts payable	-	2,914	2,914
Disposals	(2,635)	(2,135)	(4,770)
<b>Accumulated depreciation and impairment losses—December 31, 2023</b>	<b>-</b>	<b>45,974</b>	<b>45,974</b>
<b>Depreciation expense</b>	<b>-</b>	<b>2,335</b>	<b>2,335</b>
<b>Reversal of impairment loss</b>	<b>-</b>	<b>(7,158)</b>	<b>(7,158)</b>
<b>Transfer prior year impairment reserve from accounts payable</b>	<b>-</b>	<b>824</b>	<b>824</b>
<b>Disposals</b>	<b>-</b>	<b>(36,567)</b>	<b>(36,567)</b>
<b>Accumulated depreciation and impairment losses—December 31, 2024</b>	<b>\$ -</b>	<b>\$ 5,408</b>	<b>\$ 5,408</b>
Net book value—December 31, 2023	\$ -	\$ 26,756	\$ 26,756
<b>Net book value—December 31, 2024</b>	<b>\$ -</b>	<b>\$ 381</b>	<b>\$ 381</b>

In May 2024, the Company sold certain non-core gas-processing assets held by Valerus Compression Services LLC, a wholly-owned subsidiary.

## 9. INTANGIBLE ASSETS

(In thousands)	Software	Trade Names	Developed Technologies	Customer Relationships	Total
Cost—December 31, 2022	\$ 4,224	\$ 2,100	\$ 3,560	\$ 12,000	\$ 21,884
Disposals	<u>(24)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(24)</u>
<b>Cost—December 31, 2023</b>	<b>4,200</b>	<b>2,100</b>	<b>3,560</b>	<b>12,000</b>	<b>21,860</b>
<b>Additions</b>	<b>2,178</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,178</b>
<b>Disposals</b>	<b><u>(221)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>(221)</u></b>
<b>Cost—December 31, 2024</b>	<b><u>\$ 6,157</u></b>	<b><u>\$ 2,100</u></b>	<b><u>\$ 3,560</u></b>	<b><u>\$ 12,000</u></b>	<b><u>\$ 23,817</u></b>
Amortization—December 31, 2022	\$ 3,435	\$ 723	\$ 2,628	\$ 4,769	\$ 11,555
Amortization charge	378	140	509	923	1,950
Disposals	<u>(24)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(24)</u>
<b>Amortization—December 31, 2023</b>	<b>3,789</b>	<b>863</b>	<b>3,137</b>	<b>5,692</b>	<b>13,481</b>
<b>Amortization charge</b>	<b>333</b>	<b>140</b>	<b>423</b>	<b>923</b>	<b>1,819</b>
<b>Disposals</b>	<b><u>(221)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>(221)</u></b>
<b>Amortization—December 31, 2024</b>	<b><u>\$ 3,901</u></b>	<b><u>\$ 1,003</u></b>	<b><u>\$ 3,560</u></b>	<b><u>\$ 6,615</u></b>	<b><u>\$ 15,079</u></b>
Net book value—December 31, 2023	<u>\$ 411</u>	<u>\$ 1,237</u>	<u>\$ 423</u>	<u>\$ 6,308</u>	<u>\$ 8,379</u>
<b>Net book value—December 31, 2024</b>	<b><u>\$ 2,256</u></b>	<b><u>\$ 1,097</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 5,385</u></b>	<b><u>\$ 8,738</u></b>

## 10. TRADE AND OTHER PAYABLES AND ACCRUED LIABILITIES

(In thousands)	December 31, 2024	December 31, 2023
Current liabilities:		
Trade payables	\$ 69,066	\$ 39,340
Social security and other taxation	19,488	2,678
Accruals	30,827	73,543
Other payable	6,791	8,140
<b>Total</b>	<b>\$ 126,172</b>	<b>\$ 123,701</b>
<b>Contract liabilities</b>	<b>\$ 50,763</b>	<b>\$ 44,121</b>

## 11. SHORT TERM BORROWINGS

As part of the internal merger of ARRC in December 2022, the Company results included the senior secured non-recourse notes of a subsidiary internally acquired. The notes were up to \$40 million aggregate principal amount, of which \$38 million was issued and \$17 million outstanding as of December 31, 2022. The Senior Secured Notes were payable in installments until 2026 and recorded interest at a variable rate that was reset quarterly. The net proceeds from the issuance of the senior secured notes were used by the subsidiary of the Company to finance certain long-term assets associated to a BOO (Build-Own-Operate) contract.

On January 31, 2023, the senior secured notes were repaid and extinguished early. Financial fees amortization of \$0.7 million and interest expense on non-recourse debt of \$0.2 million were incurred in 2023 as a result of the early extinguishment.

## 12. EMPLOYEE BENEFIT PLAN AND SPECIAL PROGRAMS

**Employee Profit Sharing Plan**—The Company is a participant in The Atkins North America Holdings Corporation Employee Profit Sharing Plan, which is a qualified contributory 401(k) and profit-sharing plan ("401(k) Plan"). The 401(k) Plan qualifies as a deferred salary arrangement under Sections 401(a) and 401(k) of the Internal Revenue Code. Under the 401(k) Plan, participating employees may elect to contribute a portion of their earnings, up to the maximum allowed by the Internal Revenue Service.

The Parent Company offers a discretionary matching contribution. The Company matches to 100% on the first 3% of eligible employee contributions plus 50% match on the next 2% of eligible wages for a maximum contribution of 4% of eligible pay. Employees are eligible to participate in the 401(k) Plan on the first date of hire. Participants in the 401(k) Plan are 100% vested in the employees' contribution amounts and the company match. Under the profit-sharing plan, the Parent Company may make a discretionary contribution to eligible employees, which is included in the participants' retirement accounts, and is allocated using a ratio of the individual participant's compensation for the year to the total compensation of all eligible participants for the year. All discretionary contributions are made in the form of cash.

The Company's portion of the Parent Company's matching contribution to the 401(k) Plan for the years ended December 31, 2024, and 2023 was approximately \$14.2 million and \$12.4 million, respectively. The Company's contribution is included in administrative expenses in the accompanying consolidated statements of income.

### 13. SHARE-BASED PAYMENTS

**SNC-Restricted Share Unit plan (RSU)**—The SNC RSU plan is a share unit compensation plan for executives and key employees used to grant awards to employees. There is no performance condition, but awards vest in full three years following their grant date. RSUs are redeemable for cash by the Company no later than March 15<sup>th</sup> of the year following the end of the vesting period at the average closing price per share on the Toronto Stock Exchange on the five trading days preceding the vesting date. As a general rule, awards granted to participants who leave employment prior to vesting will be forfeited. In the event of death or retirement of a participant before the end of the vesting period, the units vest on a pro rata basis with payments being made no later than March 15<sup>th</sup> of the year following the event.

The compensation related expense related to the RSU plan was \$4.1 million and \$2.0 million for the years ended December 31, 2024, and 2023, respectively. The accrued liability for future cash settlements as of December 31, 2024, and 2023 were \$4.5 million and \$2.5 million, respectively.

Share awards outstanding for the year ended December 31, 2024, are as follows:

	<b>Number of Underlying Shares</b>
Awards outstanding at December 31, 2022	191,606
Granted	39,329
Transferred from cash settlement	(33,649)
<b>Awards outstanding at December 31, 2023</b>	<b>197,286</b>
<b>Granted</b>	<b>139,480</b>
<b>Transferred from cash settlement</b>	<b>(119,583)</b>
<b>Awards outstanding at December 31, 2024</b>	<b>217,183</b>

### 14. CONTINGENT LIABILITIES AND FINANCIAL COMMITMENTS

**Self-Insurance**—The Company is self-insured up to certain limits for costs associated with general liability, workers' compensation, and employee health coverage. The Company also maintains a stop loss insurance policy with a third-party insurer to limit the Company's exposure to individual and aggregate claims made. Insurance claims and reserves include accruals of estimated settlements for known claims, as well as accruals of estimates of incurred but not reported claims, net of payments made. The professional liability coverage is on a "claims-made basis" meaning the coverage applies to claims made during a policy year regardless of when the causative action took place. All other coverages are on an "occurrence-basis" meaning that the policy in place when the injury or damage occurred is the policy that responds regardless of when the claim is made. Between April 1, 2011, and December 31, 2017, professional liability coverage has been subject to the Atkins worldwide program with a per claim deductible of £100,000 (Great British Pounds Sterling) each for claims and defense costs. On January 1, 2018, professional liability coverage was integrated into AtkinsRéalisis (previously SNC-Lavalin Group Inc.) arrangements benefiting from a total limit of CAD \$225.0 million per claim and in the annual aggregate with a per claim deductible of CAD \$5.0 million. As of December 31, 2024, and 2023, the Company had total self-insurance accruals reflected in trade and other payables in the consolidated statements of financial position of approximately \$4.5 million and \$4.0 million, respectively. The estimates are subject to variability due to changes in trends of losses for outstanding claims and incurred but not recorded claims, including external factors such as future inflation rates, benefit level changes and claim settlement patterns.

**Legal Proceedings**—As of December 31, 2024, there were various legal proceedings pending against the Company, where plaintiffs allege damages resulting from the Company’s services. The plaintiffs’ allegations of liability in those cases seek recovery for damages caused by the Company based on various theories of negligence, contributory negligence, or breach of contract. The Company accrues for contingencies when a loss is probable, and the amounts can be reasonably estimated. As of December 31, 2024, and 2023, the Company had accruals of approximately \$1.9 million and \$10.8 million, respectively, for all potential and existing claims, lawsuits, and pending proceedings that, in management’s opinion, are probable and can be reasonably estimated. Management believes that the disposition of these matters will not have a material impact on the Company’s financial position, cash flows, liquidity, or results of operations.

**Guarantees**—As of December 31, 2024, the Company is a guarantor under:

- a) a Credit Agreement between AtkinsRéalis Group Inc. (“Group”), as borrower, Bank of Montreal, as administrative agent, and the lenders party thereto; and
- b) the Indenture, bearing formal date of July 3, 2009, between the Group, as issuer, and Computershare Trust Company of Canada (“Computershare”), as trustee; and
- c) the Trust Indenture (open-ended), dated as of November 24, 2017, between the Group, as issuer, and Computershare, as trustee (to date, 5 series of debentures have been issued thereunder).

The Company is also an indemnitor under the EDC Bonding Products Declaration and indemnity, dated March 23, 2017, between the Group and Export Development Canada.

## 15. RELATED PARTY TRANSACTIONS

For the years ended December 31, 2024, and December 31, 2023, the Company and its Parent Company agreed to non-cash deemed distributions of \$25.7 million and \$12.8 million, respectively. This amount is included in the consolidated statements of changes in equity.

**Shared Services Allocations** - Certain operating costs of the Company are incurred through a shared services arrangement with the Parent. Such services include information systems, legal, accounting, executive management, human resources, insurance, fleet, and facilities costs. These costs are allocated to the respective subsidiaries based on a proportionate share of revenue. For the years ended December 31, 2024 and 2023, the shared service expenses were \$127.4 million and \$121.6 million, respectively, and are recorded in administrative expenses in the consolidated statements of income.

### a) *Company Sales and Purchases of Services to/from Affiliates*

<b>(In thousands)</b>	<b>Year Ended December 31, 2024</b>	<b>Year Ended December 31, 2023</b>
Revenues to fellow group undertaking	<b>\$ 44,468</b>	\$ 34,661
Cost of sales from fellow group undertaking	<b>\$ 39,396</b>	\$ 30,224

Sales of services to fellow group undertaking are included in revenues in the accompanying consolidated statements of income. Purchase of services from fellow group undertaking is included in cost of sales in the accompanying consolidated statements of income.

Sales of services to fellow group undertaking and purchase of services from fellow group undertaking primarily result from inter-unit trading agreements to perform engineering and design services.

## **16. SUBSEQUENT EVENTS**

Management has evaluated all subsequent events occurring through August 11, 2025, the date that these consolidated financial statements were available to be issued and determined that no subsequent events occurred that would require recognition or disclosure in these consolidated financial statements.

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