

CITY OF GALVESTON
SERVICES CONTRACT

THIS AGREEMENT is entered into this _____day of May ____, 2020 by and between the City of Galveston, Texas, hereinafter called the “City”, and Plexos Group, LLC hereinafter called “COMPANY”, located in Baton Rouge, Louisiana 70806 in connection with the following project:

Community Development Block Grant – CDBG – MIT Administrative Services

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Term – This agreement shall be effective for three (3) years upon execution by the City of Galveston. The City may, at its option, to extend this agreement for two (2) additional years, in one-year intervals.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation to be paid hereunder shall not exceed the dollar amounts set forth in Exhibit A. Compensation shall be paid to COMPANY only in the event the City is awarded grant funds resulting from applications submitted by COMPANY on behalf of the City. In the event that unforeseen additional services will be needed from COMPANY in the administration, implementation, or close out of any grant(s) contemplated by this agreement, COMPANY agrees to perform those services under the fixed fee basis as provided in Exhibit A and will not seek an increased scope change. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

PLEXOS GROUP, LLC

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY: David Odom
NAME: David Odom
TITLE: President/CEO
DATE: 5/14/2020

Approved As To Form

City Attorney's Office

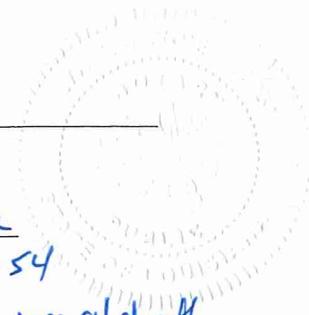
BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF Louisiana §
East Baton Rouge COUNTY (PARISH) §
§

On this day, BEFORE ME, the undersigned, personally appeared David Odom of **Plexos Group LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of May, 2020.

Lyn S. Savoie
Lyn S. Savoie
Notary Public in and for
The State of Louisiana
LA Bar Roll # 28754
My commission expires at death.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-619429

Date Filed:
 05/14/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Plexos Group, L.L.C.
 Baton Rouge, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Galveston, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 COG-CON-20-075
 MIT Administrative Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

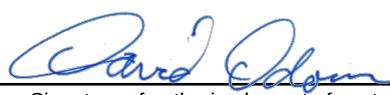
6 UNSWORN DECLARATION

My name is David Odom, and my date of birth is 2/13/65.

My address is 725 Woodgate Blvd., Baton Rouge, LA, 70808, U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in East Baton Rouge Parish County, State of Louisiana, on the 14th day of May, 2020.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

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

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

PRODUCER BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: PHONE (A/C, No, Ext): 225-336-3200		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Federal Insurance Company			20281
INSURER B: Travelers Indemnity Company			25658
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1424411351 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36061970	9/27/2019	9/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			99507371	9/27/2019	9/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78191502	9/27/2019	9/27/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB4J4813251942G	8/28/2019	8/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			82502597	8/28/2019	8/28/2020	Per Claim 2,000,000 Aggregate 2,000,000

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

Excess Professional Liability:
 Endurance American Insurance Company 9/27/19 - 8/28/20
 PRX30001269900
 Limit of Liability- \$3,000,000

Cyber Liability:
 Underwriters at Lloyd's London 9/27/19 - 9/27/20
 Aggregate Limit of Liability - \$3,000,000
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston Purchasing Department 823 Rosenberg Street, Room 300 Galveston TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Plexos Group, LLC 1800 City Farm Dr, Ste B, Bldg 4 Baton Rouge LA 70806	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

On a Blanket Basis - Subject to policy terms, conditions and exclusions; to the extent of risk assumed by the named insured in favor of the certificate holder in a written agreement, the certificate holder shall be an additional insured (General Liability, Auto Liability and Excess Liability) with a waiver of subrogation in their favor (General Liability, Auto Liability, Excess Liability and Workers Compensation) but only to the extent of the named insured's contractual obligation to indemnify, defend and hold harmless the certificate holder.

March 25, 2020 (10:00 am)

Response to Request for Proposal

Submitted to:

City of Galveston
Purchasing Department
823 Rosenberg Street, Room 300
Galveston, Texas 77550



Closing Date/Time:

March 25, 2020 10:00 am

City of Galveston
RFP 20-11
CDBG-MIT Administrative Services

ORIGINAL PROPOSAL

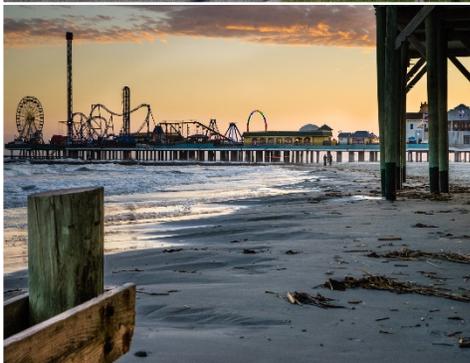
Offeror:

Plexos Group, L.L.C.
1800 City Farm Drive, Building Four, Suite B
Baton Rouge, LA 70806

Contact:

David F. Odom
David.Odom@plexosgroup.com
225-757-5344





City of Galveston

Best and Final Offer
May 5, 2020

RFP 20-11

**CDBG-MIT ADMINISTRATIVE
SERVICES**

Submitted via electronic mail to
Purchasing@galvestontx.gov

PLEXOS
G R O U P

Developing Recovery Solutions.
TOGETHER.



BEST AND FINAL OFFER (BAFO) | RFP 20-11

CDBG-MIT Administrative Services Hurricane Harvey State Mitigation Competition

Schedule A— Summary of Pre- and Post-Funding Services

All services described in the Plexos CDBG-MIT Administrative Services proposal for the TX GLO Hurricane Harvey State Mitigation Competition dated March 25, 2020 will be provided for the costs listed in Schedule C of the BAFO response. A listing of these services includes, but is not limited to, the following:

Pre-Funding Services

Plexos Group, L.L.C. will provide the following pre-funding services:

- CDBG-MIT Project Identification
- CDBG-MIT Competitive Application Development and Submittal

Post-Funding Services

Plexos Group, L.L.C. will provide the following post-funding services:

- Project Start-Up Activities
- General Grant Administrative Services
- Construction Management
- Mitigation Grant Administrative Services
- Acquisition Duties, if selected as a project activity
- Environmental Services

Schedule B— Application Preparation

Based upon the HUD approved Action Plan, it is anticipated that a total of three (3) applications will be prepared for submittal to the TX GLO Hurricane Harvey State Mitigation Competition as this is the maximum number of individual applications specified in the Action Plan. Our proposal also includes assistance with the preparation of three (3) additional joint applications should the city decide to pursue funding of projects that cross jurisdictional boundaries.

It should be noted that Plexos will also prepare any additional applications for City of Galveston projects that meet the selection criteria of TX GLO should the state revise current program guidelines to permit the submittal of additional CDBG-MIT applications.

All applications for assistance prepared for the City of Galveston will be submitted to TX GLO at no upfront cost to the city.

Schedule C— Cost Proposal

Attached is the Best and Final Offer for Plexos which includes fixed pricing for each funding level of grant dollars received by the city as shown in the original pricing sheet. Pricing on this sheet reflects the full Scope of Services (pre- and post- funding to include environmental reviews) as specified in Plexos' proposal.

In addition, it should be noted that all project delivery costs reflected in the attached pricing sheet are below the maximum allowable project delivery costs per grant as established by TX GLO for the CDBG-MIT program. This will allow the City of Galveston to utilize a portion of funding for reimbursement of eligible project delivery costs associated with city management of the CDBG-MIT program.

EXHIBIT C

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ Not Applicable

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
\$1 million	\$82,270.00	18%
\$10 million	\$596,880.00	14%
\$50 million	\$2,498,020.00	12%
\$100 million	\$4,916,386.00	12%
>\$100 million	\$4,916,386.00	12%

March 25, 2020

City of Galveston
Purchasing Department
823 Rosenberg Street, Room 300
Galveston, Texas 77550

Re: Response to Request for Proposal Number 20-11 for City of Galveston CDBG-MIT Administrative Services

Dear Members of the Selection Committee:

Plexos Group, L.L.C. ("Plexos") is pleased to submit this proposal expressing our interest and commitment to assist the City of Galveston with fulfilling state and federal statutory responsibilities related to mitigation in connection with any federally declared disaster, in completing CDBG-MIT qualified projects, and performing grant administrative services in compliance with the U.S. Department of Housing and Urban Development and guidelines issued by the Texas General Land Office.

Plexos is a full-service business consulting firm that has provided disaster response and recovery services for programs and projects exceeding \$26 billion in federal funding. Plexos' FEMA and HUD experts have extensive experience managing disaster programs and proven expertise streamlining recovery processes and accelerating funding to subrecipients and applicants. Over the last five years, Plexos has been an integral part of successful disaster recovery teams focused on rebuilding and mitigation initiatives in Louisiana, Texas, South Carolina, New York, New Jersey, USVI, Puerto Rico, Florida and North Carolina. Plexos efforts have supported over **\$11 billion in CDBG-DR funded programs** and resulted in the assistance of over **40,000 households**.

Plexos is teaming with CDR Maguire, Inc., a multi-disciplinary workforce currently managing \$2 billion of construction value for their government clients. They are a full-service Emergency Management and Transportation Engineering firm with offices in Texas, Florida, Colorado, Pennsylvania, Rhode Island, Massachusetts, Connecticut and the U.S. Virgin Islands.

Our experience is further exemplified by the qualified team that we have assembled to work with the city on the CDBG-MIT initiative:

- **Lara Robertson, AICP**, Project Manager and SME, has more than **23 years** of CDBG experience and has been responsible for the management of the largest CDBG-DR and FEMA funded housing and elevation programs. During her career, Lara has provided management and SME support for over \$22 billion in CDBG-DR and FEMA funds, covering 13 disasters, for 8 grantees.
- **Richard Gray**, Infrastructure and Compliance SME, has more than **38 years** of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance for the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR infrastructure and community facility projects exceeding \$15 billion in funding.

- **Anil Desa, PE**, Project Development and Management, has more than **27 years** of engineering, project development, and grant management experience successfully directing multi-disciplinary teams for FEMA, and CDBG-DR funded infrastructure projects in Louisiana, Mississippi, and South Carolina.
- **Tina Hauk**, Environmental Services, has **17 years** of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58). Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana.
- **Kim Flowers**, Grant Administration/Mitigation SME, has more than **22 years** of emergency management and recovery experience. This experience includes 13 years of managing CDBG-DR and FEMA HMGP funded programs in the states of Louisiana, New York, New Jersey, Georgia, and Florida as well as the territory of Puerto Rico.
- **Parker Cole**, Construction Manager, has more than **15 years** of construction management experience with a focus on overall operations, quality control, and optimizing program processes for CDBG-DR and FEMA funded programs. He has provided his expertise to the states of Texas, Louisiana, New York, New Jersey and the Territory of the U.S. Virgin Islands.
- **George Duffee-Braun** has more than **40 years** of CEO experience and **15 years** of CDBG-DR financial management experience. He was personally responsible for the disbursement and reconciliation of over \$9 billion in CDBG-DR funding without HUD concerns or findings during the state of Louisiana's recovery from Hurricanes Katrina and Rita.
- **David Welker**, Anti-Fraud, Waste, and Abuse SME has extensive law enforcement expertise and anti-fraud experience resulting from the establishment and operation of the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program* and management of the fraud team for the \$230 million *U.S. Virgin Islands Emergency Home Repairs STEP program*.
- **Jared George**, Project Manager, has **24 years** of experience managing public-sector finances and overseeing accounting projects for governmental agencies and **14 years** of disaster recovery projects including CDBG-DR, FEMA PA and HMGP in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas.
- **Sharon K.M. Bedasee**, Project Manager, has **16 years** of hazard mitigation planning and emergency management experience. The majority of her experience is with the U.S. Department of Homeland Security — FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training state and local applicants on how to apply for HMGP using the BCS Module Template.
- **Kenny Frank Day, PE**, has more than 45 years of public and private experience and has served as Florida Department of Transportation's (FDOT) Recovery Manager from 1995-2005. Most recently, he was a project manager for Hurricane Michael in the Florida Panhandle for FDOT.

Each of the recovery professionals assigned to this project are dedicated to the communities in which they serve. Their combined knowledge of best practices can immediately be leveraged by Port Arthur to provide the city with the most efficient and compliant CDBG-MIT processes and programs.

As President and CEO, I am the designated contact person for any information regarding this proposal and fully authorized to commit Plexos' resources to assist the city in this important effort. I am also

authorized to legally bind Plexos Group, L.L.C. in all transactions that may arise as a result of this submission.

Contact Information

David F. Odom, President and CEO
1800 City Farm Drive, Building Four, Suite B
Baton Rouge, LA 70806
Email: David.odom@plexosgroup.com
Phone: (225) 757-5344

Plexos accepts the terms and conditions of the requirements of this Request for Proposal as stated in RFP 20-11. We further state that neither the proposing entity, Plexos Group, L.L.C., nor any of its key employees, has a conflict of interest with the services to be performed under the requirements of this Request for Proposal.

We look forward to working with you on this exciting endeavor.

Sincerely,

Plexos Group, L.L.C.

David F. Odom
President and CEO

Unmatched Experience

- ✔ Plexos **Executive Leadership** disaster recovery experience exceeds **200 years and \$30 billion** in complex programs
- ✔ **Plexos Group, L.L.C.** has supported disaster programs **exceeding \$26 billion** in funding
- ✔ Proposed **Project Team** disaster recovery experience exceeds **160 years and \$22 billion** in CDBG-DR funded programs

Faster Process

- ✔ Solutions and Best Practices proven successful
- ✔ Local presence and in-depth understanding of **Texas** regulations
- ✔ Expertise in HUD CDBG-DR and FEMA policy and regulatory compliance
- ✔ Extensive technical and disaster recovery expertise
- ✔ **TX GLO / TDEM** Experience

Expertise

Quicker Results

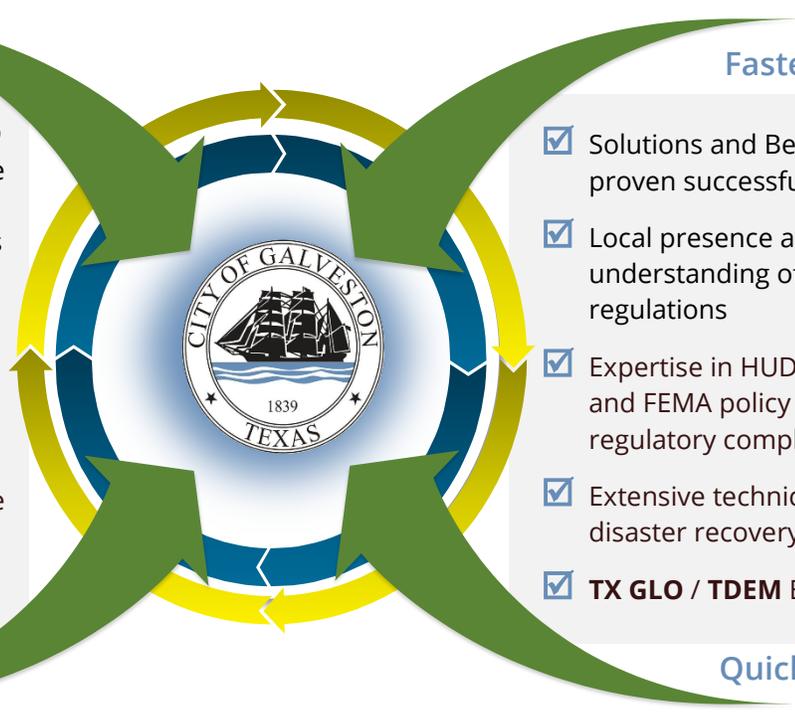


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G. Miscellaneous	Tab G
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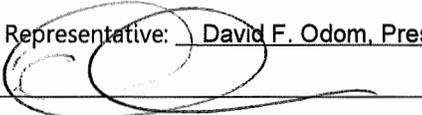
Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- Appendix A (pages 9 through 18) must be included in the bid submittal.
- Appendix B – G (pages 19 through 25) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appendix B – Conflict of Interest | <input checked="" type="checkbox"/> Appendix E – Nepotism Statement |
| <input checked="" type="checkbox"/> Appendix C – House Bill 89 Verification | <input checked="" type="checkbox"/> Appendix F – Non-Collusion Statement |
| <input checked="" type="checkbox"/> Appendix D – Property Tax Statement | <input checked="" type="checkbox"/> Appendix G – Certification Regarding Debarment |
- Appendix J (pages 28 through 56) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
RFP Number:	20-11		
Project Title:	Community Development Block Grant CDBG-MIT Administrative Services		
Submittal Deadline:	Wednesday, March 25, 2020 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550			
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
<u>Offeror Information:</u>			
Offeror's Legal Name:	Plexos Group, L.L.C.		
Address:	1800 City Farm Drive, Building Four, Suite B		
City, State & Zip	Baton Rouge, LA 70806		
Federal Employers Identification Number #	45-5040799		
Phone Number:	225-757-5344	Fax Number:	225-407-4742
E-Mail Address:	plexosbd@plexosgroup.com		
<u>Offeror Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.			
Printed Name and Position of Authorized Representative: <u>David F. Odom, President and CEO</u>			
Signature of Authorized Representative: 			
Signed this <u>19th</u> (day) of <u>March</u> (month), <u>2020</u> (year)			

Appendix A – Proposal Document (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
		See Exhibit C	\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for three (3) years upon execution of the contract by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

- B. Escalation Clause: This section left intentionally blank.
- C. This section left intentionally blank.

4. Proposer’s Experience / Staff

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: 8____; and the number of employees: 120__.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: State of Louisiana, Louisiana Watershed Initiative HUD CDBG-MIT Program	
Contact Name: Scot Edelman, PE	Contact Title: Senior Vice President, AECOM
Phone: 336-314-3435	Email: scott.edelman@aecom.com
Date and Scope of Services Provided: 2019 to Present: Supporting the State with development of statewide Watershed Plan to guide the allocation of CDBG-MIT funding and implementation strategies outlined in the state's HUD approved Action Plan and FEMA approved Hazard Mitigation Plan.	

Reference #2:

Client / Company Name: City of Columbia, South Carolina (FEMA Public Assistance and Hazard Mitigation	
Contact Name: Missy Caughman	Contact Title: Director
Phone: 803-545-3201	Email: macaughman@columbiasc.net
Date and Scope of Services Provided: 2015-Present: Providing technical assistance and oversight for FEMA Public Assistance and Hazard Mitigation projects	

Reference #3:

Client / Company Name: City of Columbia, South Carolina (HUD CDBG-DR Program)	
Contact Name: Missy Caughman	Contact Title: Director
Phone: 803-545-3201	Email: macaughman@columbiasc.net
Date and Scope of Services Provided: 2015 to Present: Developed Risk Assessment, Pre-Award Implementation Plan, CDBG-DR Action Plan and subsequent amendments, Technical Assistance	

Reference #4:

Client / Company Name: North Carolina Emergency Management (now NCORR) HUD CDBG-DR Program	
Contact Name: Lea Sabbag	Contact Title: Former Housing Director
Phone: 904-716-6542	Email: sabbag.lea@gmail.com
Date and Scope of Services Provided: 2018 to 2019: Provided CDBG-DR Subject Matter Expertise and support to NCEM for initiatives related to housing, buyout and acquisition, infrastructure, environmental review, and financial management.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: Not Applicable.
- B. Prime contractor HUB / MWBE registration number: Not Applicable.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # - - .
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 079421159.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Plexos Group, L.L.C.

Contract #: _____

Description: _____

Primary Contact (Name): David F. Odom, President and CEO

Primary Contact Phone Numbers: Home: N/A Cell: 225-747-0208

Secondary Contact (Name): Derrick Stensrud, SVP Operations

Secondary Contact Phone Numbers: Home: N/A Cell: 985-888-9208

After Hours emergency opening fee, if applicable: \$ Not Applicable

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Changes to the contract may not be made by either party without the consent of both parties and following all applicable laws, including, but not limited to the City Charter of Galveston or the State of Texas Local Government Code.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the City Manager, (City’s authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. **Financial Responsibility Provisions**

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good

and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

Not Applicable

2. Check this box if you are filing an update to a previously filed questionnaire.

Not Applicable

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Not Applicable

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity
David F. Odom, President and CEO

3/19/2020
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, David F. Odom (Person name), the undersigned representative of (Company or Business Name) Plexos Group, L.L.C. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

3/19/2020
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF LA §
COUNTY OF East Baton Rouge §
Parish Parish

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of March, 2020



Jeffery P. Braud
Attorney-Notary Public
STATE OF LOUISIANA
LA Bar No. 24760


NOTARY PUBLIC in and for the
State of LA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

David F. Odom, President and CEO

Proposer's Printed or Typed Name

Proposer's Signature

3/19/2020

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: Not Applicable

Relationship: Not Applicable

If the Bidder or Proposer is **NOT** an individual:

X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix F – Non-Collusion Statement

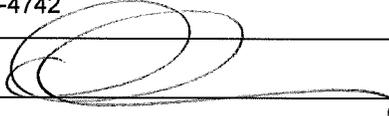
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Plexos Group, L.L.C.

ADDRESS 1800 City Farm Drive, Building Four, Suite B, Baton Rouge, LA 70806

PHONE 225-757-5344

FAX 225-407-4742

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) David F. Odom

POSITION WITH COMPANY President and CEO

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL (PRINTED NAME) David F. Odom

OFFICIAL POSITION President and CEO

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

**THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE
FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.**

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

David F. Odom

(Printed or typed Name of Signatory)

(Signature)

3/19/2020

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**



ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Capital One

Financial Institute Address: 301 Main St, 18th Floor, Baton Rouge, LA 70802

Routing Number: 065000090

Account Number: 2082667175

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: Plexos Group, L.L.C.

Authorized Signature: 

Printed Name: David F. Odom Title: President and CEO

Contact Phone Number: 225-757-5344 Date: 5/14/2020

FOR CITY USE ONLY:

Verified by: _____	Date Verified: _____
--------------------	----------------------

Appendix J – Scope of Services

1. Project Title: RFP 20-11 Community Development Block Grant – CDBG – MIT Administrative Services.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CITY OF GALVESTON RFP # 20-11 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders
13. Compliance with Davis Bacon Act

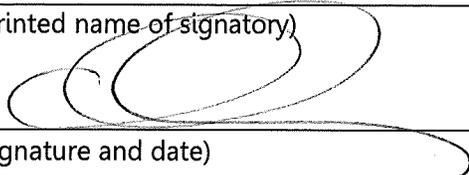
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

David F. Odom, President and CEO

(printed name of signatory)



3/19/2020

(signature and date)

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**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

David F. Odom, President and CEO

(printed name of signatory)



3/19/2020

(signature and date)

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THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

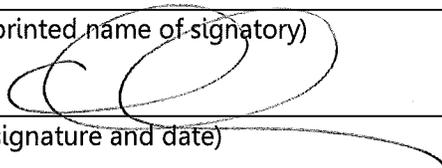
(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

David F. Odom, President and CEO

(printed name of signatory)



(signature and date)

3/19/2020

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PROPOSAL.**

**4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

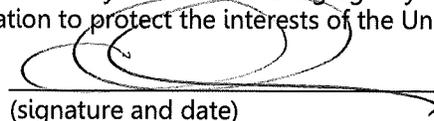
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

David F. Odom, President and CEO

(printed name of signatory)



(signature and date)

3/19/2020

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PROPOSAL.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

David F. Odom, President and CEO

(printed name of signatory)


3/19/2020

(signature and date)

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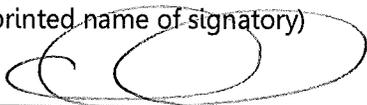
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

David F. Odom, President and CEO

(printed name of signatory)



3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Plexos Group, L.L.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 19th day of March, 2020

By  _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

David F. Odom
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

President and CEO
Title of Authorized Official

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8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

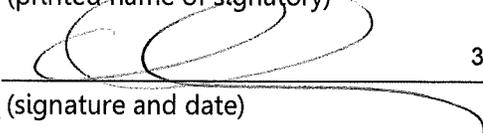
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
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PROPOSAL.**

10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

David F. Odom, President and CEO

(printed name of signatory)

 3/19/2020

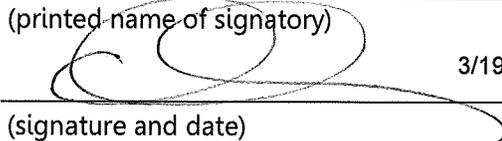
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

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

David F. Odom, President and CEO

(printed name of signatory)

 3/19/2020

(signature and date)

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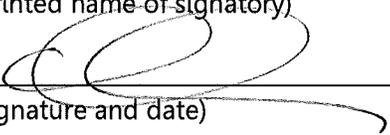
12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known),

or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known),

or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is

an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

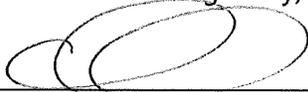
(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

David F. Odom, President and CEO

(printed name of signatory)



3/19/2020

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

4. Proposal Evaluation Factors

Emphasis	Factor
30	Experience
30	Work Performance
20	Capacity to Perform
20	Proposed Cost

5. Brand Manufacture Reference

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. Key Events Schedule

Proposal Release Date	March 4, 2020
Deadline for Submittal of Written Questions	March 17, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	March 25, 2020 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	March 2020
Anticipated Award Date	April 2020

7. Scope of Services

Request for Proposal (RFP) for Administration/Professional Services - Cover Letter

Re: Proposed Contract Funding through the General Land Office ("GLO") Community Development BLOCK GRANT – CDBG – MIT Hurricane Harvey State Mitigation Competition

Dear Administrative Service Providers:

Attached is a copy of the City of Galveston's Request for Proposals ("RFP") for application and professional administrative services. These services are being solicited to assist the (City of Galveston in its application and administration of a contract, if awarded, from the CDBG – MIT Hurricane Harvey State Mitigation Competition of the General Land Office (GLO). The City of Galveston is considering applying for such funding to support mitigation activities in the City of Galveston.

Firms may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the RFP. Please submit a proposal of services and statement of qualifications to:

City of Galveston Purchasing Division
823 Rosenberg St. Room 300
Galveston, Texas 77550

The deadline for submission of proposals is (Insert the same Date & Time you included in the newspaper notice). It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Galveston reserves the right to negotiate with any and all persons or firms submitting timely proposals.

The City of Galveston is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

RFP for Administration/Professional Services

The City of Galveston is seeking to enter into a services contract with well-qualified administration/management firm/professional service provider(s) to assist the City in preparing an application for and in the overall management of its proposed CDBG-MIT Hurricane Harvey State Mitigation project(s), if funded by the Texas General Land Office - Community Development and Revitalization ("GLO"). The following outlines the RFP:

- I. Scope of Work - A sample detailed Scope of Work ("SOW") is enclosed as Exhibit A. The professional administration/management firm/consultant to be hired is to provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete disaster recovery funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the HUD CDBG-MIT program as administered by GLO.

General Administration Services – General

- Administrative Duties
- Construction Management

Grant Administration Services – Infrastructure

- Administrative Duties
- Acquisition Duties
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.*

- II. Statement of Qualifications - The City of Galveston is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded local public works construction projects – Infrastructure, with an emphasis on directly-related and recent experience;

- A description of work performance and experience with CDBG-MIT including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity’s capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit C: Cost of Services: Infrastructure. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided and include hourly rates for anticipated work classifications needed to complete the scope of work. The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the City of Galveston, cost and other factors considered for award.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. “Cost plus percentage of cost” type proposals are prohibited.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

<u>Criteria</u>	<u>Weight</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20

V. Order of Submittal – Proposals must be submitted on 8 ½” x 11” white paper and must be comb, spiral, or bound with a large binder clip. No binders or folders will be accepted by the City of Galveston. Provide a cover letter and a table of contents with section tabs labeled as indicated below:

- Required Forms – This includes all forms requiring signatures and responses: Appendices A through G, Special Provisions Clauses 1 through 13, and any Addenda.
- Cost Proposal
- Statement of Qualifications – include staff and resumes
- References – Include clients that are not prohibited from providing a reference.
- History of the firm, capacity to perform, statement of resources, and related experience
- Methodology – List of tasks and brief description of actual tasks to be performed. Include the information listed in Exhibit A – Scope of Services.
- Miscellaneous – Please note any exceptions and include a brief description of additional pertinent information in this section.

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(The remainder of this page left intentionally blank.)

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the City of Galveston fulfill State and Federal Community Development Block Grant Disaster Mitigation ("CDBG-MIT") statutory responsibilities related to mitigation in connection with any federally declared disaster. Providers will assist the City in completion of CDBG-MIT qualified projects. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster mitigation funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete eligible projects approved for disaster mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation program.

Grant Administration Services – General

- a) Administrative Duties:
 - i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
 - ii. May assist in public hearings.
 - iii. Will work with GLO's system of record.
 - iv. Provide monthly project status updates.
 - v. Funding release will be based on deliverables identified in the contract.
 - vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
 - vii. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing

- ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.

- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
 - xiv. Submit change requests and all required documentation related to any change requests.
- b) Acquisition Duties:
- i. Submit acquisition reports and related documents.
 - ii. Establish acquisition files (if necessary).
 - iii. Complete acquisition activities (if necessary).
- c) Environmental Services
- i. Assist detailed scope of services
 - a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
 - k. Process environmental review and clearance in accordance with NEPA;
 - l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
 - m. Prepare and submit Monthly Status Report; and
 - n. Participate in regularly scheduled progress meetings.

EXHIBIT C

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$_____

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
\$1 million		
\$10 million		
\$50 million		
\$100 million		
>\$100 million		



Date: 3/18/2020
To: Prospective Proposers
Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 3/4/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Who are the incumbent CDBG grant administrators? **There is not a Current CDBG Regional Mitigation grant Administrator.**

Are you able to provide the previous or last year's CDBG grant budgets? **There is no current CDBG Regional Mitigation budget.**

Is there a page limit on the grant application? **This is unknown at this time as the GLO has not distributed the final application guidance.**

Can I submit as a joint venture as well as a prime? **Yes**

Can I submit as a subcontractor on multiple teams? **Yes**

Can you provide a more clear definition of "Pre-Funding Services"? **The Pre-funding Services include all services required to complete the grant funding application in accordance with GLO guidelines.**

What are the Engineer duties and are their services required during the pre-funding period? **The Engineer will provide preliminary costs and scope for the projects being proposed.**

Does the City of Galveston have an Engineer assigned to this project? **Yes**

Are Providers expected to have an Engineer as part of their team? **No**

Have the City of Galveston identified projects and scope of work for Regional Mitigation Administrative Services? **The City is currently working to finalize the list of projects and the scope of work for the projects that we would like to apply for.**

Page 10 – 2. Cost of Proposed Products and / or Services – Is the proposer to use this pricing form or the pricing form found in Exhibit C on page 56? **Use the form on Page 56 Exhibit C**

Page 11 – 3.B. Escalation Clause -- Would the City be open to including an Escalation clause for the extensions based on Consumer Price Index? **No**



COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG-MIT-ADMINISTRATIVE SERVICES

Page 11 – Project Team – Are you looking for key personnel or all personnel to be assigned to the project? **Identify Team members, Management, and staff that is expected to work on this project**
Given the breadth of the scope of work, listing them all may not be feasible. Page 11 – Project-Related Experience – Are you looking for experience solely from the prime contractor bidding the project, or can it also include experience of subcontractor firms being proposed as part of a team? **Project related experience can include both experience from the prime contractor and the subcontractor.**

Page 15 – G. Liquidated Damages – Given the uncertain nature of grant program implementation, how does the City of Galveston anticipate it will implement this provision, and by what schedule will vendors be judged to determine if such liquidated damages are owed? **There will likely be no liquidated damages in this contract.**

Page 49 – Proposal Evaluation Factors – Can the City define the criteria for ‘Work Performance’ and ‘Capacity to Perform’? **Work Performance” relates to the firms work performance background, references, success, and knowledge on similar type projects. Capacity to perform relates to the firms’ ability to perform the tasks required to apply for and administer the grant.**

Page 51 – III. Proposed Cost of Services; Exhibit C, Cost of Services: Infrastructure
a. This section suggests that preference will be provided for firm fixed pricing. If a bidder submits such a bid, should the bidder also include a proposed schedule for payment related to that firm fixed price, or is Galveston already have a methodology / schedule in mind for how it will be paid? If Galveston already has a methodology in mind, can you please share that with bidders? **The City anticipates the firm will submit monthly invoices for work completed and be paid based on percentage of work completed.**
b. At the end of this section, the RFP includes language that seems to be contradictory. You start by saying that the bidder MUST disclose costs and the percentage of profit being used. You then say that cost plus percentage of cost types of proposals are prohibited. Isn’t the “...plus percentage of cost...” referenced as being prohibited the same as quoting a price plus a percentage of profit? **The percentage of profit is the amount included in the cost of services, not a percentage over the cost of services. Prior to award percent of profit will be negotiated with selected firm.**
c. Can pricing be proposed that includes a portion of the work as a fixed price, and other portions that are more variable in nature (due to the type of project, uncertainties about the on-site conditions, timelines, documentation quality, and behaviors of other key players, etc.) based on hourly rates by position? If so, will the City of Galveston accept and provide equal weighting / preference to such proposals, or will they be evaluated differently? Preference is given to firms that provide a fixed price. **Preference is given to firms that provide a fixed price.**

Page 52 – The RFP requests work performance and experience with CDBG-MIT, including three references.

- a. As this is a new program, is experience with similar programs acceptable? **Yes**
- b. Can these references overlap with those requested on Page 12? **Yes**

Page 53 -- Exhibit A

- a. Given that different types of projects may require substantially different amounts and intensities of work, can the City provide the bidders information about the type(s) of project(s) being considered by the City and the expected, approximate size of each? **CDBG projects are typically bid in this manner, this is why the scale identifies different funding levels.**
- b. Is there a need to budget and separate-out tasks for Pre-Funding Services vs. Post—



COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG-MIT-ADMINISTRATIVE SERVICES

Funding Services related to the use of grant funds? **As Pre-funding services are not an eligible cost for CDBG services the cost should not be separated out.**

Page 54 – Does the City intend to contract for pre-funding engineering or other technical assistance? **The City has contracted an Engineer to develop the Engineering Statement of Probable Cost for the proposed projects.**

Page 56 – Does the City anticipate property acquisition or other housing-related activities as part of proposed projects? **No acquisition is anticipated.**

RFP 20-11 Page 10 – Section 2 instructs the proposer to develop unit pricing in accordance with the “itemized listing of products or contracted segments stated in the scope of services.” There appear to be 3 separate “scope of services” sections in the RFP, including: Appendix J – Scope of Services (pg. 29), Section 7 (pg. 49), Section I (pg. 50), and Exhibit A (pg. 53). Please clarify which section is to be used as the basis for creating the table on page 10 – section 2. **Exhibit A – Page 53 to complete the table Exhibit C on page 56.**

Page 56 – Exhibit C: The table includes a column entitled “Cost of Services (maximum). What is the relationship between the values identified by the proposer in this table and the “Total all line items” for column entitled “extended price” from the page 10 – section 2 table: schedule of pricing. **The Page 10 format is only for solicitations that do not have a pricing schedule in the scope of work.**

Exhibit C seems designed for only b.ii above? Should this same section also include b.i and a above? Or should separate forms be used for these (creating a total of 3 forms using exhibit C in our pricing submission). **Use one form – Exhibit C.**

Exhibit C specifically provided instructions to indicate a “no cost proposal option” if the firm is not proposing on the services specified on the cost of services page. Does this mean that a prospective proposer may choose to only propose on some sections of the work, i.e. only prefunding services or only General administrative services – general? **Yes**

Exhibit C appears to request prospective proposers to identify the % of profit estimated given potential grant award amounts. Is it the intent of the city to contractually bind the proposer to this percentage? It appears this contract will be based on unit pricing and/or hourly rates in some combination, given we cannot know exactly the final quantities of units or hours, the actual profit rate will vary from any number estimated and provided during the solicitation/bid process. **Yes**

Exhibit C appears to request prospective proposers to identify the % of profit estimated given potential grant award amounts. Is it the intent of the city to contractually bind the proposer to this maximum amount? **Yes** Should it include the dollar value for profit? **Yes**

Does the city anticipate that the prospective contractor will segregate its billing into administrative, planning, and activity delivery costs categories? **Yes**

In the event, either the City or the prospective proposer believes that T&M hourly pricing is appropriate – how and where should such pricing be included. **No, there are no time and materials component anticipated for this contract.**

How the allocation of tasks and projects would be spread between the two contracts? **The two contracts address two separate funding allocation sources.**



CITY OF GALVESTON – RFP # 20-11
ADDENDUM # 1
COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG-MIT-ADMINISTRATIVE SERVICES

If the City would consider awarding both contracts to the same consultant? **Yes**

The RFPs contain a provision for Pre-Funding Services to be provided by the consultant, including project scopes and applications. Will the consultant:

Be expected to provide suggested projects and scopes of work or does the City have projects already in the design phase or otherwise in a project pipeline phase? **The City is working to identify the Project Scope of work and costs they wish to apply for.**

If so, have the projects been vetted for CDBG MIT eligibility or is that the consultant's responsibility? **The consultant will be responsible for ensuring the project selection meets the GLO criteria.**

What are the Engineer duties and are their services required during the pre-funding period? **The City has a Professional Engineer providing a statement of probable cost for proposed projects that the City anticipates requesting funding for.**

Does the City of Galveston have an Engineer assigned to this project? **Yes**

Are Providers expected to have an Engineer as part of their team? **No**

Can you be more specific on which scopes can a firm focus its response. In other words, are there four scopes: Pre-Funding, Post-Funding, Grant Administration-General and Grant Administration-Infrastructure or can A firm respond to portions of the "sub-scopes" for example Sub-Scope a) Administrative within Grant Administration-General? **The City's main focus for funding is for infrastructure projects.**

Has the City of Galveston identified projects and scopes of work for MIT Administrative Services? **The City has identified the majority of the projects it anticipates requesting.**

Can there be a Pre-Proposal Meeting scheduled for RFP 20-11 to allow Primes access to potential DBEs teaming partners with experience outlined in the RFP. **No**

Will the City extend the deadline for questions? **No**

A more general question: Is there a likelihood that the submission deadline will be extended to a later date beyond March 25, 2020? If so, please advise on that date and time change. **No**



CITY OF GALVESTON – RFP # 20-11
ADDENDUM # 1
COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG-MIT-ADMINISTRATIVE SERVICES

Is the entire City RFP document containing the Cover Page through the final RFP page Exhibit C to be returned with the proposal response??

If so, is that requirement to be provided in a separate Tab and under what Tab letter/number?

To be clear, please identify exactly which pages of the RFP beyond the RFP FORMS are to be included with our submission.

For example, Section 5 of Appendix A requires references but Appendix A is required in Tab A, are we to repeat the references in Tab D-References? Please see Appendix A for the documents required in the submittal; you may use the "Submittal Checklist". The references do not have to be duplicated; you may mark the reference pages in Section 5 of Appendix A – see references in Section D.

Please provide Exhibit B, as current RFP does not include this attachment. It is attached to this addendum. Do previous awarded contractors have the opportunity to bid on the proposal to perform CDBG-MIT Administrative services for the City of Galveston? Yes

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

3/18/2020

Date

David Odom

Printed Name

Plexos Group, LLC

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT B



REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

**INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX**

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.
2. Each respondent is to be scored by the following scale:
 - 5 = Exceptional, exceeds and fully meets all requirements
 - 4 = Advantageous, exceeds some requirements
 - 3 = Meets minimal requirements
 - 2 = Addresses most of minimal requirements
 - 1 = Addresses part of minimal requirements
 - 0 = Unacceptable
3. Respondent scores are to be multiplied by the weight applied to each evaluation factor. The weight of each evaluation factor is listed on the evaluation matrix and listed within the "WEIGHT" column.
4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.
5. After each evaluation factor has been scored and totaled, add the score of each evaluation factor to determine the overall "PROPOSER SCORE" for each respondent.
6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if \$50,000 was the lowest for 25 points, it would look like $(50,000/50,000) \times 25 = 25$. If 65,000 was the second lowest bid..... $(50,000/65,000) \times 25 = 19.23$ points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____

EVALUATION SUMMARY SHEET

Proposer Name: _____

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Written Technical Approach	_____	40	_____
2. Past Performance	_____	30	_____
3. Experience of Project Manager and other Key Staff	_____	30	_____
4. Feedback From Customer References	_____	20	_____
5. Proposed Schedule	_____	15	_____
6. Financial Capacity	_____	25	_____
7. Proposed Subcontractors	_____	15	_____

Total Score

EXHIBIT B



REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

**INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX**

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Evaluator Name: _____
(Printed)

Evaluator Signature: _____

EVALUATION SUMMARY SHEET

Proposer Name: _____

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Written Technical Approach	_____	40	_____
2. Past Performance	_____	30	_____
3. Experience of Project Manager and other Key Staff	_____	30	_____
4. Feedback From Customer References	_____	20	_____
5. Proposed Schedule	_____	15	_____
6. Financial Capacity	_____	25	_____
7. Proposed Subcontractors	_____	15	_____

Total Score

EXHIBIT C

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ Not Applicable

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
\$1 million	\$82,270.00	18%
\$10 million	\$600,000.00	15%
\$50 million	\$2,520,584.00	13%
\$100 million	\$5,021,166.00	13%
>\$100 million	\$5,021,166.00	13%

C. STATEMENT OF QUALIFICATIONS

Note: This section (*C. Statement of Qualifications*) includes key staff and resumes. Required items listed in RFP pages 50-51 under *Section II. Statement of Qualifications* (brief history, related experience, work performance, capacity, and resources) are included in either *Section D. References* or *Section E. History, etc.*, as required by *Section V. Order of Submittal*.

Key Staff and Resumes

Our proposed team combines a group of highly specialized experts with more than 160 years of collective experience to assist the City of Galveston in the development of the CDBG-MIT Program Services funded through the U.S. Department of Housing and Urban Development (HUD). In addition, we are well-positioned to supplement the city's existing personnel resources to ensure effective implementation of programs and policies outlined in the approved *TX GLO CDBG-MIT Action Plan*.

Key Staff

Lara Robertson, AICP, Project Manager and SME, has more than 23 years of CDBG experience and has been responsible for the management of the largest CDBG-DR and FEMA funded housing and elevation programs. During her career, Lara has provided management and SME support for over \$22 billion in CDBG-DR and FEMA funds, covering 13 disasters, for 8 grantees.

Richard Gray, Infrastructure and Compliance SME, has more than 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance for the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR infrastructure and community facility projects exceeding \$15 billion in funding.

Anil Desa, PE, Project Development and Management, has more than 27 years of engineering, project development, and grant management experience successfully directing multi-disciplinary teams for FEMA, and CDBG-DR funded infrastructure projects in Louisiana, Mississippi, and South Carolina.

Tina Hauk, Environmental Services, has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58). Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana.

Kim Flowers, Grant Administration/Mitigation SME, has more than 22 years of emergency management and recovery experience. This experience includes 13 years of managing CDBG-DR and FEMA HMGP funded programs in the states of Louisiana, New York, New Jersey, Georgia, and Florida as well as the territory of Puerto Rico.

Parker Cole, Construction Manager, has more than 15 years of construction management experience with a focus on overall operations, quality control, and optimizing program processes for CDBG-DR and FEMA funded programs. He has provided his expertise to the states of Texas, Louisiana, New York, New Jersey and the territory of the U.S. Virgin Islands.

George Duffee-Braun, Finance Manager, has more than 40 years of CEO experience and 15 years of CDBG-DR financial management experience. He was personally responsible for the disbursement and reconciliation of over \$9 billion in CDBG-DR funding without HUD concerns or findings during the State of Louisiana's recovery from Hurricanes Katrina and Rita.

David Welker, Anti-Fraud, Waste, and Abuse SME has extensive law enforcement expertise and anti-fraud experience resulting from the establishment and operation of the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program* and management of the fraud team for the \$230 million *U.S. Virgin Islands Emergency Home Repairs STEP program*.

Jared George, Project Manager, has **24 years** of experience managing public-sector finances and overseeing accounting projects for governmental agencies and **14 years** of disaster recovery projects including CDBG-DR, FEMA PA and HMGP in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas.

Sharon K.M. Bedasee, Project Manager, has **16 years** of hazard mitigation planning and emergency management experience. The majority of her experience is with the U.S. Department of Homeland Security — FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training state and local applicants on how to apply for HMGP using the BCS Module Template.

Kenny Frank Day, PE, has more than 45 years of public and private experience and has served as Florida Department of Transportation's (FDOT) Recovery Manager from 1995-2005. Most recently, he was a project manager for Hurricane Michael in the Florida Panhandle for FDOT.

RESUMES OF KEY STAFF FOLLOW THIS SECTION.

WHY THE PLEXOS TEAM?

- ☑ The Plexos Team has the right expertise in place to **translate the requirements of HUD Federal Register Notices** into compliant CDBG-MIT Programs and Projects.
- ☑ We have the systems and analytical tools to **accurately assess the city's mitigation needs, project eligibility, and fundability to inform the selection of the most critical projects** likely to receive a project award from the City of Galveston.
- ☑ We have the **grant management and monitoring expertise** to administer the city's CDBG-MIT programs from start-up to closeout in compliance with CDBG-MIT requirements.
- ☑ We **utilize "best practices" for similarly sized Disaster Recovery initiatives** to design programs that maximize and accelerate assistance to the most critical projects.
- ☑ We have the ability to **identify and leverage additional funding** for CDBG-DR and CDBG-MIT programs.
- ☑ We develop **successful compliance strategies** designed to achieve effective quality assurance/quality control processes and eliminate monitoring concerns and/or findings. Our depth of experience with program audits conducted by federal and state agencies will provide strong support during and after monitoring and audit visits.



LARA ROBERTSON, AICP

Senior Vice President of Compliance



PROFESSIONAL PROFILE

CDBG-DR Housing Expertise: Program and Grant Management, Compliance, Quality Assurance/Quality Control

Lara Robertson AICP, Senior Vice President for Plexos Group, L.L.C., has over 23 years of experience managing CDBG-DR community recovery and redevelopment initiatives from concept to completion. Lara's expertise includes planning and implementation of disaster response and recovery initiatives, and executive management of diverse, legacy-scale programs in conformance with federal, state, and local laws. As a result of Hurricanes Katrina and Rita, Lara was responsible managing Road Home Program, the largest CDBG-DR housing and elevation program in U.S. history, which assisted over 131,000 homeowners with more than \$10 billion in funds and resulted in the elevation of over 11,000 homes. In addition, the Road Home Program restored over 8,500 rental units with an additional \$418 million in CDBG-DR funding. In her role at the state of Louisiana, Lara was directly responsible for the management and compliance of over \$11 billion in federally funded programs while working with HUD and FEMA officials to obtain the flexibility needed to effectively address recovery needs, streamline recovery processes, and achieve close out. During her career, Lara has provided management and SME support for over \$22 billion in CDBG-DR and HMGP programs, covering 13 disasters, for 8 grantees.

Prior to joining Plexos, Lara was the Director for the State of Louisiana Office of Community Development Disaster Recovery Unit (OCD-DRU), the state agency responsible for the administration of \$13.4 billion in CDBG funding allocated to the state for Hurricanes Katrina and Rita and \$1 billion for Hurricanes Gustav and Ike. Lara also worked as a CDBG project manager for Kriss Lowry and Associates, Inc for 10 years and served as a local government advisor for the Governor's Office in the Commonwealth of Kentucky.

Disaster Recovery Experience

- SME, PRDOH, Hurricanes Irma and Maria, CDBG-DR
- SME, NCEM/NCORR Hurricane Matthew Recovery, CDBG-DR
- SME, US VIFHA, Hurricanes Irma and Maria, FEMA STEP Program
- Senior Manager, PMO, NJ RREM Housing Programs, CDBG-DR
- SME, GOSR NY Rising Housing Programs, CDBG-DR
- SME, NYC Housing Recovery Office, Build-it-Back Program, CDBG-DR
- SME, City of Columbia, SC Community Development Department, CDBG-DR
- Director, OCD-DRU, CDBG-DR and HMGP Programs, 2009-2014

REPRESENTATIVE PROJECTS

Plexos Group, L.L.C. | August 2014 – Present

Senior Vice President of Compliance

NORTH CAROLINA EMERGENCY MANAGEMENT HURRICANE MATTHEW RECOVERY CDBG-DR PROGRAM | 2018 – 2019

Education

Master's Degree, City & Regional Planning | Clemson University, SC

Bachelor of Arts. Political Science | Clemson University, SC

Subject Matter Expertise

Executive Program Management of Large Scale, Federally-Funded Programs

Disaster Recovery and Redevelopment

Community Development Block Grant Disaster Recovery (CDBG-DR)

FEMA Hazard Mitigation Grant Programs (HMGP)

Regulatory Compliance

Quality Assurance/Quality Control

Community and Hazard Mitigation Planning

Skills/Certifications/Training

American Institute of Certified Planners (AICP, Certificate #102183) 1996

Certified Community Development Block Grant (CDBG) Administrator

As a SME for NCEM/NCORR, Lara was responsible for the development of Action Plan Amendments (substantial and non-substantial) and the following:

- Revision of ReBuild NC Housing Manual;
 - URA and Optional Relocation Policies and Procedures;
 - Buyout and Acquisition Manual;
 - NCEM/NCORR Appeals/Grievance Procedures;
 - Change Control Board (CCB) Process, Procedures, and Forms;
 - Eligibility and Exceptions Panel Process, Procedures, and Forms; and
 - HUD Waiver Request related to Section 414 requirements and extension of the reimbursement deadline.
- Provided guidance regarding two major issues: (1) Subsequent Damage Talking Points for Hurricanes Matthew and Florence and (2) 3-Year Deed Restriction / Disparate Impact Issue Resolution
 - Responsible for completing the following additional tasks: WOOT Training on Housing Manual Changes, Appeals, Housing Manual Revisions reflecting Reimbursement Extension), training, and implementation, Establishment of the “Enhanced Buyout Disaster Risk Reduction Area (DRRA), Small Rental Repair Program (SRRP) Application and Manual, Multi-Family RFP Manual, Evidentiary Materials List/Sample Documents, Revision to Intake Documents, Infrastructure Manual Revisions, Recapture Policy and Procedures, Matthew/Florence subsequent damage DOB process, Revised Unmet Needs Assessment and Budget (reconsideration of program caps).

NEW JERSEY REHABILITATION, RECONSTRUCTION, ELEVATION AND MITIGATION (RREM) AND LOW TO MODERATE INCOME (LMI) REBUILDING PROGRAMS | 2017 – 2018

- Directed the Project Management Office (PMO) for the NJ RREM LMI Rebuilding CDBG-DR Programs administered by the state of New Jersey Department of Community Affairs (DCA), which included:
 - Monitoring and management of contract Deliverables/Performance Measures;
 - Compilation and update of the program Operational Plan;
 - Development and distribution of program policies, Job Aids, and training materials; and
 - Training of program staff.
- In addition, she provided day-to-day management of personnel providing construction monitoring and management services for the rebuilding of approximately 1,200 homes damaged by Superstorm Sandy.

Reference: Ted Lemcke, COO, IEM, 2801 Slater Road, Suite 1120, Morrisville, NC 27560; (919) 237-7433; ted.lemcke@iem.com

US VIRGIN ISLANDS EMERGENCY HOME REPAIRS (EHRVI) STEP PROGRAM, US VIRGIN ISLANDS HOUSING FINANCE AUTHORITY, SME FOR COMPLIANCE/POLICY AND PROCEDURES | 2018

As the SME for program start-up, Lara developed the following for the launch of program operations:

- STEP Compliance Plan;
- Tracking and monitoring system for Project Deliverables and Performance Metrics;
- FEMA compliant reporting templates;
- Case Management and Call Center Manuals to include training materials;
- Written materials/Job Aids for website, call center scripts, and applicant intake documents;
- Change Control processes related to the tracking of applicant issues and policy decisions;
- Personally Identifiable Information (PII) and Conflict of Interest Policies and Procedures; and
- Close-Out Checklist and required documentation.



CITY OF COLUMBIA COMMUNITY DEVELOPMENT DEPARTMENT, SOUTH CAROLINA, HUD-CDBG-DR ADVISOR | 2016 - Present

Lara is currently serving as a Subject Matter Expert for Columbia, SC and has assisted the city with the development and management of the city's Risk Assessment, Pre-Award Implementation Plan and CDBG-DR Action Plan (and subsequent amendments) for \$26.1 million in federal funding for damages that occurred as a result of the October 2015 floods. In addition, Lara has developed and provided the following:

- Training to city departmental heads and CDBG-DR staff on program requirements, policies, and city responsibilities;
- Quality Assurance/Quality Control (QA/QC) Plan and review checklists for all CDBG-DR programs;
- Annual Section 106 Programmatic Agreement (PA) Report; and
- Update to URA Policies and Procedures.

In addition, she continues to provide on-going technical assistance and training to city CDBG-DR staff and departmental heads to ensure that program operations are fully staffed to effectively provide case management services to applicants during intake processing, construction, and close out.

Reference: Missy Caughman, Budget and Program Management Director, P.O. Box 147, Columbia, SC 29217, (803) 545 3201, macaughman@columbiasc.net

GOVERNOR'S OFFICE OF STORM RECOVERY (GOSR), NY RISING HOUSING PROGRAMS, SUPERSTORM SANDY | 2016 – 2017

- Served in the capacity of Senior Director with Plexos Group as a Program Close Out Subject Matter Expert and policy advisor to GOSR for administration of over \$2 billion in Hurricane Sandy Funding.
- Conducted a comprehensive Program Assessment and Risk Analysis for all NY Rising Housing Programs to recommend changes in program operations, and policies to streamline the state's close out processes.
- Developed GOSR's URA Anti-Displacement Plan and URA Standard Operating Procedures (SOPs). As a result of revised policies and recommended changes to IntelliGrants, there were no URA findings resulting from HUD's monitoring visit conducted September 11-15, 2017.
- Evaluated GOSR's Buyout and Acquisition Programs and developed a detailed close out review checklist for dispositioned properties acquired as a result of Superstorm Sandy.
- Evaluated GOSR's Condominium/Cooperative Program in order to develop a close out strategy and checklist.
- Regularly monitored program operations and policy decisions to inform the client regarding areas of potential risk and methods to achieve compliance and close out in accordance with CDBG-DR regulations.

Reference: Thehbia Hiwot, Housing Director, Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, Thehbia.hiwot@stormrecovery.ny.gov, (212) 480-7191 (office), (347) 410-4959 (cell)

NEW YORK CITY HOUSING RECOVERY OFFICE (HRO), BUILD-IT-BACK PROGRAM, SUPERSTORM SANDY | 2014 - 2016

- Served HRO in the capacity of Senior Director with Plexos Group as the policy lead with the City of New York for administration of \$1.4 billion in Hurricane Sandy Funding.
- Developed and implemented QA/QC Plan, review checklists, and reporting for HUD compliance for the single-family housing program. Results were reported to the city on a bi-weekly basis in order to minimize HUD monitoring findings. In addition, assisted with the development of issue tracking software and reporting.
- Regularly monitored program operations and policy decisions in order to inform the client regarding areas of potential risk and methods to achieve compliance with CDBG-DR regulations.
- Responsible for ensuring contract compliance with federal regulations for the Build-It-Back Program.

Reference: Tony Vesay, Vice President, Hill International, Inc., One Penn Plaza, Ste 3415, New York, NY 10119, (267) 885 5861, tonyvesay@hillintl.com



Director, Office of Community Development, Disaster Recovery Unit

Served in the capacity of Director for OCD-DRU, which is the state agency responsible for the administration of \$13.4B in Community Development Block Grant (CDBG) funding allocated to the state for Hurricanes Katrina and Rita and \$1B for Hurricanes Gustav and Ike. Prior to becoming Director, also served as the Deputy Director Accomplishments as Deputy Director included the following:

- Direct Supervision of managers responsible for the oversight of state's Housing Assistance Program, Small Rental Property Program, Hazard Mitigation Grant Program (HMGP), Social Services, Information Technology, and Facility Management. Until transition to the Louisiana Housing Corporation (LHC), the department was also responsible for the administration of housing programs related to Hurricanes Gustav and Ike. Responsible for management of approximately 100 state staff members assigned to these programs and 700 contractors.
- Oversight and management of a \$912 million contract for administration of the state's Road Home Program. In addition, responsible for oversight and transition of this contract into four separate contracts totaling over \$130 million with no interruption in service.
- Management of the state's Road Home Program, the largest CDBG housing program in the history of the United States. To date, this program has provided assistance to over 131,000 homeowners with more than \$10 billion in funds disbursed to victims of Hurricanes Katrina and Rita. In addition, a total of \$417.8 million was been disbursed to restore more than 8,500 rental units lost as a result of these disasters.
- Until transition, development and oversight of the OCD DRU Hazard Mitigation Grant Program (HMGP). This program, which received \$750 million in federal aid, is the largest FEMA-funded hazard mitigation program in the United States. Upon completion, it is estimated that this program will have provided assistance to approximately 11,000 homeowners for elevation, reconstruction, and Individual Mitigation Measures (IMMs).
- Response to national and local media requests in coordination with OCD DRU and Louisiana Recovery Authority (LRA) communications staff.
- Testimony before members of Louisiana's Congressional Delegation and State Legislative Committees regarding the state's recovery programs.

Reference: Richard Gray, Former Director, LA Office of Community Development -Disaster Recovery Unit, 1201 N. Third Street, Baton Rouge, LA 70802, (701) 426-0119,

Commonwealth of Kentucky, Governor's Office for Local Development (GOLD) | January 2006 – April 2007

Local Government Advisor

As a Local Government Advisor in the Office of Federal Grants, Ms. Robertson worked with the Kentucky Small Cities Community Development Block Grant (CDBG) Program, Recovery Kentucky initiative, Appalachian Regional Commission (ARC), and Delta Regional Authority (DRA). Primary responsibilities included the following:

- Oversight of Appalachian Regional Commission (ARC) and Delta Regional Authority (DRA) Programs which included a review of applications for funding, technical assistance to applicants, and making funding recommendations to the Governor and the Governor's designated alternate.
- Design and receipt of funding for the state's Adventure Tourism Program, which included the development of a Comprehensive Adventure Tourism Plan for Eastern Kentucky and a supplemental Flex-E grant program for the implementation of the plan by economically distressed ARC counties. In addition, Lara assisted in the planning and organization of the 2006 ARC Regional Conference involving 13 states and facilitated other activities related to the Governor's position as the ARC State's Co-Chair.
- Administration of the Recovery Kentucky Program, which was designed to build 10 housing recovery centers across the state. Responsibilities included the review of applications, technical assistance to applicants, and development of grant-management guidelines.
- CDBG administrative activities included annual revision of CDBG application forms and guidelines, research and development of program performance measures, and coordination of CDBG training activities for program administrators and grantees.
- Developed and provided training at the Governor's Local Issues Conference. Sessions included Grant Writing and Administration and Planning and Zoning 101.



Project Manager, Community Development

Co-managed 18 community redevelopment projects across the Commonwealth of Kentucky with total project budgets ranging from \$300,000 to \$1.5 million. General responsibilities for these projects were as follows:

- Overall project management from grant application to closeout.
- Working with local governments to identify potential projects and/or redevelopment areas, budgeting and obtaining financing for these projects while ensuring that all federal, historic, and universal design requirements were met.
- Conducting Environmental Assessments and developing Urban Renewal Plans.
- Construction-management activities, including coordination with local staff and utility providers, compilation of bid documents and plans, establishment of a bidder's list, permitting, conducting and coordinating inspections of work, and processing pay requests.
- Coordinating property surveys, legal and appraisal work, negotiating the purchase of property and attending property closings to ensure all procedures were conducted in accordance with the Uniform Act (URA).
- Working extensively with families being relocated to assess relocation needs, identify relocation resources, and determine benefits.
- Assisted in the development of housing-rehabilitation guidelines, processing applications for assistance, and verifying income to determine eligibility.



Richard W. Gray

Subject Matter Expert/Policy, Training, Recapture



Qualifications Summary

Richard Gray has more than 38 years of experience managing Community Development Block Grant (CDBG) recovery and redevelopment initiatives from initiation to close out. He is well-known for his contributions to the State of Louisiana's Office of Community Development Disaster Recovery Unit as Director of Compliance and Monitoring where he was directly responsible for oversight of 1,400 CDBG disaster-recovery-funded projects ensuring compliance with all applicable rules and regulations by program staff, grantees, consultants, and subrecipients. He was directly responsible for the development of the Louisiana Disaster CDBG Grantee Administrative Manual. Richard is a subject matter expert on CDBG and FEMA Public Assistance grant policies and regulations to include program compliance and monitoring in conformance with federal, state, and local laws and can set up grant administrative policies and procedures for the full spectrum of CDBG-DR programs.

Projects with Similar Experience

- Director, LA Office of Community Development Disaster Recovery Unit, CDBG-DR
- Program Manager, ND Office of Intergovernmental Assistance, CDBG-DR
- Program Manager, ND Emergency Shelter Grants Program
- Program Manager, U.S. Department of Energy, Conservation Grants

Relevant Experience

Louisiana Office of Community Development, Disaster Recovery Unit | 2006-2017 *Director, Compliance, Monitoring and Audit*

Responsible for the work of sixteen (16) Compliance, Monitoring, and Audit staff as it pertained to the implementation of approximately 1,400 Community Development Disaster funded projects.

- Conducted on-site project monitoring and reviewing hundreds of Single Audits to determine compliance with all applicable Disaster Community Development Block Grant (CDBG) program rules and regulations, by program staff, grantees, consultants and subrecipients.
- Provided technical assistance to program staff, grantees, consultants, and subrecipients regarding the applicable CDBG regulations that were followed and how to comply with those regulations.
- Regulations included Civil Rights (Section 504 and Section 3 in particular), 2 CFR Part 200 (specifically procurement), Labor, Environmental Records Management, Acquisition and Relocation Lead-Based Paint, and Disaster CDBG approved waivers.
- Developed and maintained the Agency's Disaster CDBG Grantee Administrative Manual.

Education

M.A. Political Science (Planning & Management minors) | University of North Dakota

B.A. Political Science | Providence College, RI

Subject Matter Expertise

Grant Management of Large-Scale, Federally Funded Programs

Disaster Recovery & Emergency Management

HUD Community Block Grant Policies and Requirements

Community Development Block Grant Disaster Recover (CDBG-DR)

Regulatory Audit & Compliance

Document Management

Community and Hazard Mitigation Planning

Skills/Certifications

Grant Administration

Grant Closeout

Program Development

Affiliations

International Code Council, Class A Member

National Conference of States on Building Codes and Standards, Board Member, Current; President, 1996-1998

Institute for Building Technology and Safety, Board Member

- Developed grant closeout procedures.
- Provided assistance on the design of agency-approved programs, projects and Action Plans to ensure compliance as well as offered guidance on all CDBG rules and regulations that were implemented.

North Dakota Division of Community Services | 1991 – 2006

ADA/Building Code Manager

- Responsible for providing technical assistance and training on the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Fair Housing Design Guidelines.
- Responsible for maintaining and updating, with cities and counties, the North Dakota State Building Code and working with the North Dakota Building Officials Association to provide training to building code officials and other interested parties.
- Served as the state's Class A member to the International Code Council and the state's representative to the National Conference of States on Building Codes and Standards, currently as a member of the Board of Directors.
- Served as President of the National Conference of States on Building Codes and Standards from 1996-1998.

Consolidated Plan Manager

- Responsible for developing, monitoring, reporting on, and updating yearly, the state's Consolidated Plan. This is a plan mandated by the Department of Housing and Urban Development (HUD), that identifies the housing, public facilities, and economic development needs of the state; activities the state will pursue to address those needs; and the federal and state funds the state will use to accomplish its activities.
- Responsible for providing advice and guidance to the staffs of the HOME, Community Development Block Grant and Emergency Shelter Grants Programs on program requirements and federal grant administration rules and regulations. This includes helping to develop grant monitoring procedures; finding solutions to grant administration and application problems; reviewing requests to extend, defer or write-off economic development loans; and reviewing economic development loan applications.

Renaissance Zone Manager

- Responsible for development and implementation of the Renaissance Zone program.
- This included working with cities to write a Development Plan to designate a Renaissance Zone; giving initial and final approval to each zone project so that the taxpayer can claim the approved state tax exemptions and credits; promoting the program; monitoring the five-year tax exemption period for each project; approving the transfer of blocks within each zone; approving the transfer of state and local tax exemptions and credits between taxpayers; working with each city with a zone to develop policies for handling projects; providing technical assistance to taxpayers interested in the program; providing technical assistance to each zone administrator; and providing yearly reports to the Legislature and Legislative Council.

State Administrative Agency Manager

- Responsible, through a contract with the federal Department of Housing and Urban Development, for receiving and processing complaints from owners of manufactured homes concerning construction related complaints, in order to assist the owners in getting the manufacturer to correct problems with construction of the manufactured home.
- Served as a member of the Board of Directors of the Institute for Building Technology and Safety, which is the contractor for the federal Department of Housing and Urban Development to manage the third-party evaluation and inspection program for the construction of manufactured homes throughout the country.

Third-Party Inspections Manager

- Responsible for developing and implementing a program to regulate the construction of modular residential and commercial buildings installed in the State of North Dakota, to assure that all such buildings were built to the State Building Code, State Plumbing Code, a State Electrical Code.



- Since no staff or funds were authorized by the Legislature, this meant finding the means to implement the program. The state is now a participating jurisdiction with the Industrialized Buildings Commission, an interstate compact that certified third-party inspection agencies and conducted on-site monitoring of each manufacturer to assure that the certified agencies were in compliance with their certification.
- As program manager, represented the state of the Commission's Rules Development Committee and handled daily complaints to ensure that manufacturers corrected all code violations.

Manufactured Home Installation Manager

- Managed a new program authorized by the Legislature in 2003 and 2005, that began on August 1, 2006, and was not authorized any staff or funding, except the ability to collect fees. The program was authorized in order to provide for a state-administered program instead of a federal imposed program.
- Responsible for working with the North Dakota Manufactured Home Association, the North Dakota League of Cities, and the North Dakota Building Officials Association to design the program.
- Successfully designed and implemented this program and carried out all assigned responsibilities without additional staff, and in three cases, without any authorized funds.
 - Under this program, each installer of manufactured homes was trained and registered, and each new home installed after August 1, 2006 was required to be inspected for proper installation.
 - Inspections were conducted by certified city and non-city inspectors who, once an installation was accepted, affixed a state insignia showing compliance with the program. The program was designed to provide protection to each owner of a new manufactured home by assuring proper installation or making sure that installers made necessary corrections.
- Called upon on a regular basis by the Director of the Division of Community Services to provide assistance on other internal and external projects and activities. These activities usually involved writing correspondence, developing and evaluating requests for proposals, serving on committees, leading teams for special projects, public speaking engagements, and assisting in orienting new local economic developers.

North Dakota Office of Intergovernmental Assistance | 1983-1991

COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SHELTER GRANTS PROGRAM, ND

Program Manager

- Responsible for supervising the work of three staff personnel; for developing a yearly program distribution statement that described how program funds could be used for housing, public facilities and economic development activities; for making staff assignments and conducting staff evaluations; for developing grant administrative procedures in the areas of environmental, procurement, civil rights, labor, acquisition and relocation, and grant reporting and closeout; for determining actions to be taken to resolve administrative noncompliance findings and problems with economic development loans; for identifying management information system and data needs; for staff grant monitoring procedures and technical assistance activities; for overseeing staff reviews on all grant applications; for coordinating and organizing the activities of an advisory board in developing funding recommendations; and for developing the yearly program performance report for submission to the Department of HUD.
- As Program Manager for the Emergency Shelter Grants Program, responsible for developing and implementing this program each year; for selecting grant recipients; and for monitoring project implementation and grant administration.
- Responsible for the development each year of the state's mandated Comprehensive Homeless Assistance Plan.

North Dakota Office of Intergovernmental Assistance | 1979 – 1983

Program Manager, Institutional Conservation Program

- Responsible for working with the U.S. Department of Energy in developing a State Plan describing how projects would be selected for funding; for encouraging schools, hospitals, units of local government and public care institutions to conduct energy audits; for soliciting institutions to apply for Technical Assistance and Energy Conservation Measures grants; for conducting grant application programmatic and engineering reviews; for recommending to the Department of Energy which grant applications to fund; and for conducting on-site grant compliance reviews.

Western North Dakota Health Systems Agency | 1977 –1979

Director, Project Review and Health Services Research Specialist



- Performed Certificate of Need reviews on proposed health care services and equipment for consideration by the Board of Directors of the Western North Dakota Health Systems Agency.
- Collected, analyzed, and published health care statistics for the twenty-eight counties of Western North Dakota.
- Assisted in developing an area-wide health care plan delineating the types of health care services available, current strengths and weakness of the services, and future needs.



ANIL DESA, PE

Engineering Services



Qualifications Summary

Anil Desa, PE has more than 27 years of experience in various facets of structural engineering including bridge and building design; highway design, hydraulics and geotechnical engineering. He has managed productive collaborations with multi-disciplinary teams, including FEMA and CDBG-DR funded projects in Louisiana, Mississippi, and South Carolina. His experience with FEMA policies and procedures and CDBG grant management programs provided technical assistance to the State of Louisiana during Hurricanes Gustav and Ike recovery initiatives.

Anil is currently working on the City of Columbia's Hazard Mitigation projects and Cost Reasonable Analysis for the emergency services.

Programs with similar experience:

- Deputy Program Manager, Columbia, SC FEMA PA & HMGP
- Project Manager, Williamsburg County, SC | FEMA PA
- Project Manager, Sumter City, SC | FEMA PA
- Project Manager, Columbia SC | FEMA PA
- Program Manager, State of LA | Gustav/Ike Recovery, CDBG-DR

Relevant Experience

Plexos Group, L.L.C. | 2015 – Present

CITY OF COLUMBIA, SOUTH CAROLINA -- SEVERE FLOODING

Deputy Program Manager

Provides technical assistance with Program Management, FEMA PA, FEMA HMGP, and coordination with CDBG.

FEMA PA responsibilities include:

- Performing damage assessments for water and wastewater sites
- Writing scopes of work for PWs
- Preparing cost estimates
- Assisting in response to FEMA's comments for the Canal and infrastructure PWs
- Preparing Cost Reasonable Analysis
- Preparing extension requests

Project Management responsibilities include:

- Preparing Request for Qualifications (RFQs) for selection of Engineers
- Preparing schedules and cost estimates for Engineering fees
- Writing scopes of work for engineering contracts
- Reviewing engineering designs
- Reviewing bid documents
- Performing Cost Analysis for Change Orders

FEMA HMGP responsibilities include:

- Preparing scope, history of hazards, cost estimates and EHP
- Developing Benefit Cost Analysis
- Using FEMA's BCA software
- Writing Grant Applications for housing and infrastructure

Education

M.B.A. | Tulane University

M.S. Civil Engineering | Louisiana State University

B.S. Civil Engineering | University of Bombay

Areas of Expertise

Community Development Block Grant (CDBG) Management and Monitoring

FEMA Public Assistance

Civil, Structural, Electrical, Mechanical, Engineering

Civil Engineering

Engineering Design

Hydraulics

Geotechnical

Policy and Procedures

Public Infrastructure

Regulatory Compliance

Economic Development

Skills/Certifications

Professional Engineer, Licensed in Louisiana, Mississippi, and South Carolina

- Responding to FEMA's comments
- Preparing schedules, flowcharts and tasks needed to execute grants

SOUTH CAROLINA SEVERE FLOODING

Engineering Director

- Providing technical assistance and damage assessment for public infrastructure projects in Williamsburg County, City of Sumter, and City of Columbia, SC.

CDM Smith | 2008-2015

PLAQUEMINES PARISH HURRICANE RECOVERY

Program Manager

- Led the Hurricane Recovery Project for Plaquemines Parish Sheriff's Office since 2008. Projects included the \$110 million Plaquemines Parish Detention Center, Firing Range Berms and Buildings. Responsibilities included the formulation of the Project, cost reasonableness and eligibility analysis, Project Worksheets, design reviews and construction management.

GUSTAV/IKE DISASTER RECOVERY CDGB

Program Manager

- Managed and provided reviews of construction plans, Addenda, change orders and CDBG compliance for over 400 Gustav/Ike projects totaling over \$400 million. Some projects involved multiple sources of funding. Also responsible for providing Davis Bacon Compliance reviews for Economic Development Projects.

HANCOCK COUNTY JAIL

Project Manager

- Managed the design team responsible for civil, structural, electrical and mechanical engineering for the \$35M Hancock County Jail and courthouse. Project was funded by a Community Development Block Grant.

GRETNA POLICE STATION

Project Manager

- Project involved the elevation and renovation of the Gretna Police Station and was funded by a FEMA Hazard Mitigation Grant (Section 404) and CDBG. Responsible for ensuring compliance with grant, design reviews, labor compliance.

LOUISIANA LAND TRUST (LLT) DEMOLITION PROGRAM

Project Manager

- Assisted with environmental reviews and the development construction documents for the demolition of the Hendee St. Incinerator funded by CDBG and the City of New Orleans.

ABMB Engineers | 1992-2008

MULTIPLE ENGAGEMENTS

Structural Engineering Division Head

- Managed the analysis, design and construction support for over 25 bridges in Louisiana, Mississippi, and Arkansas.
- Managed the inspection and the load rating of several steel, concrete and timber bridges.
- Supervised the design and construction support for several commercial buildings, school buildings, office buildings.
- Performed the inspection and rehabilitation of several commercial structures.
- Prepared inspection and feasibility study reports.
- Involved in all facets of transportation projects from planning and environmental reports to surveying, geometrics, hydraulics, geotechnical structural and construction engineering.
- Assisted the LDOTD and the Mississippi Department of Transportation in evaluating change orders, reviewing construction revisions and performing field inspections.
- Managed the design of several hydraulic structures for the Corps of Engineers.
- Knowledge of AASHTO Bridge and Roadway Codes, Standard Building Code, Uniform Building Code, Steel and Concrete Codes.
- Prepared proposals, budgets, and cost estimates, and mentored junior engineers.
- Performed projects for LDOTD, LTM, DPW of Baton Rouge, Mississippi Department of Transportation, Arkansas Department of Transportation and Alabama Department of Transportation, Corps of Engineers.



TINA L. (POWELL) HAUK

Environmental Subject Matter Expert



Qualifications Summary

Tina Hauk has 30 years of environmental review experience, along with 16 years in Community Development Block Grant Disaster Recovery as well as Housing and Urban Development programs. Her experience includes 19 technical publications as an author, co-author or contributor and 6 publications as the production editor. Tina is also experienced in historical preservation.

Relevant Experience

Powell Consulting | December 2017- present

Environmental Review Subject Matter Expert (through Hagerty Consulting)

- Consulted with Hagerty upper management and Santa Rosa County officials on HUD Part 58 Environmental Review process.
- Compared California Environmental Review process with HUD Part 58 for similarities and differences, made recommendations on how and where to save time on process.
- Drafted memo for Hagerty upper management on recommendations.

FEMA Public Assistance (PA) Technical Writer (through Hagerty Consulting)

- Public Assistance Correspondence writer for FEMA Hurricanes Irma and Maria in the U.S. Virgin Islands.
- Developed and created technical documents (i.e. process, procedure, memos, talking points, letters) for Field Command Officer to use for legislative inquiries, stakeholder audiences, and internal management and staff.
- Provided technical assistance for PA Admin staff as needed.

FEMA Subject Matter Expert (through Hagerty Consulting)

- Environmental Specialist and Historic Preservation Specialist. Used specialized knowledge used to create documents for FEMA.

Environmental Review Expert for City of Longmont, Colorado (through Hagerty Consulting)

- Reviewed all environmental review special studies documents for submission to state of Colorado for clearance and release of funds.
- Analyzed data in special studies (biology, floodplain, waterway, infrastructure engineering, archaeological etc.) as they relate to CDBG-DR projects.
- Conducted site visits to affected areas as needed to gather information and complete reviews.
- Provided support for City of Longmont staff during environmental review process to obtain release of funds from the state of Colorado.
- Reviewed documents to ensure compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.

Education

B.A. | New Mexico State University

B.S. | New Mexico State University

Master of Psychology | University of the Rockies, Colorado

Areas of Expertise

Environmental Review

Compliance with NEPA and Section 106 of NHPA

HUD programs: HOME, CDBG and CDBG-DR

Davis-Bacon and related acts

Contract Management

CDBG Disaster Recovery

Conflict Resolution and Mediation

Skills/Certifications

FEMA Badged

Certified HOME specialist

FEMA PA 101 Training 2019

CDBG Training 2005 and 2006

Introduction to Claims

Office of Community Development, Disaster Recovery Unit | February 2011 to December 2017

CDBG Compliance Specialist

- Lead Compliance Specialist for CDBG Programs for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the Great Flood of 2016 (Baton Rouge).
- Coordinated review teams for monitoring visits.
- Wrote monitoring letters and non-compliance letters.
- Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- Approved and reviewed invoices for programs listed above.
- Reviewed contracts and Cooperative Endeavor Agreements for compliance with state, federal and program rules and regulations, specifically disaster related regulations.
- Provided input on compliance policy as needed by Director of Compliance, Monitoring and Audit.
- Project Manager for three HUD CDBG-DR programs: Department of Agriculture, Tourism, and Board of Regents.
- Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- Closed out of three programs: Department of Agriculture, Tourism and Board of Regents.

Louisiana Housing Finance Agency | April 2007- February 2011

Director of Programs

- Oversight of 3 departments: HOME, Compliance and Energy Assistance.
- Developed, maintained and grew relationships with federal and state funders: HUD, DOE, DHHS, etc.
- Developed and oversaw annual budget in excess of \$2,000,000.
- Generated \$38,000,000 in program funds.
- Advised organizational President on improvements to National Housing Policy, specifically in disaster areas specifically related to short- and long-term housing solutions and funding.
- Supervised staff of 30, including 3 managers and 2 supervisors.
- Eliminated staff turn-over by 90%.
- Oversaw the training and development of nationally certified experts in housing.
- Reduced backlog of projects by 33%.
- Reduced processing time for environmental reviews from 2.5 years to 6 weeks.
- Implemented and conducted quarterly focus group meetings with constituents.
- Developed and implemented organization wide documentation of processes and procedures.
- Improved overall organizational efficiency by 33%.
- Conducted training as needed.

U.S. Department of Housing and Urban Development, Fort Worth Regional Office | October 2006- April 2007

Field Environmental Review Officer (New Mexico and Louisiana)

- Re-established Environmental Review Office in New Orleans Post-Katrina.
 - Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
 - Liaison between state and local housing officials and national housing officials.
 - Represented Agency in environmental issues related to both New Mexico and Louisiana.
 - Coordinated Agency Katrina rebuilding efforts between national disaster recovery and environmental housing issues, including all stakeholders (federal, including tribal, state and local officials).
 - Interfaced with federal, state and local leaders on housing issues (EPA, DOE, COE, FEMA, ACHP, etc.).
 - Implemented national environmental housing policy.
 - Provided training and technical assistance to federal, state and local housing providers on environmental law and policy, including HUD staff.
 - Provided expert feedback on compliance of state environmental housing policy with federal environmental policy.
 - Provided expert comments on Environmental Impact Statements for agency.
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- Conducted and preformed environmental reviews.
- Monitored HUD funded agencies for compliance with environmental law and HUD policy.
- Conducted site visits to affected areas as needed to gather information and complete reviews.
- Conducted environmental/historical planning to identify opportunities and methods to reduce environmental impacts in accordance with state/federal law.

New Mexico Mortgage Finance Authority | April 2002- October 2006

State Environmental Review Officer/ Program Specialist

- Represent the state housing finance agency in all matters (including federal court) regarding environmental review requirements under 24 CFR Part 58.
- Redesigned and implemented environmental review procedures and policies for state of New Mexico housing programs, including HOME, CDBG, Risk Share, etc.
- Served on implementation committee for State CDBG (administered by Department of Finance and Administration) Environmental Review Procedures.
- Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- Routinely reviewed Phase I and Phase II site assessments for compliance with federal and state requirements.
- Routinely reviewed noise assessments for federal and state compliance.
- Developed and designed Environmental Review web page for organization.
- Trained sub-grantee and MFA support staff in environmental procedures, laws and requirements.
- Trained compliance staff in monitoring requirements for environmental review standards on HOME, CDBG, and Risk Share.
- Conducted more than 100 trainings, public hearings, and presentations to a variety of audiences from legislators, executive directors, support staff and general public on environmental Review, public policy and related housing issues.
- Oversaw and administered housing programs for HUD, USDA, and DOE.
- Developed and implemented policies concerning procurement for services via request for proposals and request for qualifications.
- Managed Department of Energy Weatherization Assistance Program.
- Grew State Weatherization Assistance Program from \$1.7 million to \$4.2 million in two years.
- Monitored HUD housing programs for compliance with federal, state, and programmatic rules.
- Applied for and was awarded 90% of grant applications, grossing upwards of an additional \$10,000,000 in additional housing dollars for the State of New Mexico.
- Developed and grew relationships with various stakeholders including federal and state regulators, non-profit organizations, and general public.
- Developed and implemented policies and procedures for contract administration, training and technical assistance, and programmatic evaluations.
- Project manager for the development of the State of New Mexico 2006-2010 HUD Consolidated Plan.
- Wrote State of New Mexico HUD Action Plans and CAPERS, 2004, 2005, 2006, 2007 and 2008.
- Advised MFA and state officials on federal and state requirements related to programmatic implications for implementation.



KIMBERLY D. FLOWERS

Mitigation Specialist



Qualifications Summary

Kimberly Flowers has more than 22 years of experience in emergency management with 13 years in HUD CDBG-DR and FEMA HMGP funded programs, serving the states of Louisiana, New York, New Jersey, Georgia, and Florida, and the territory of Puerto Rico. Her experience includes mitigation planning, grants management, policy and procedures, benefit cost analysis, and close out. Kimberly served on large-scale programs including the Louisiana Road Home Program, the Louisiana Small Rental Property Program, ReNewJerseyStronger, and recovery programs for Hurricanes Michael, Irma and Maria. Additionally, Kimberly has served more than 20 years in the Louisiana Army National Guard.

Projects with Similar Experience

- Mitigation Specialist, NYS Dept. of Homeland Security Emergency Services, FEMA
- Program Manager, ReNewJerseyStronger, FEMA HMGP
- HMGP Manager, Louisiana Road Home Program, FEMA HMGP
- URA Manager, Louisiana Small Rental Property Program, CDBG-DR

Relevant Experience

CDR Maguire | Aug 2019 – Present

HURRICANE MICHAEL RECOVERY, BAY COUNTY, FLORIDA

Hazard Mitigation Specialist

- Develop Maintain, and Track all Bay County Public Agency HMGP applications for Hurricane Michael
- Assist and advise applicants in the development of viable and approvable HMGP projects in accordance with Federal Regulations
- Collaborate with Team Members and Bay County Staff to access appropriate and alternative grant funding opportunities

IEM – Georgia Emergency Management Agency | Nov 2018 (Short-Term Deployment)

GEORGIA RECOVERY

Public Assistance Closeout Specialist

- Provide guidance to State staff and Team members in reconciling PA grants scope of work, actual project cost, and approved project change orders
- Research and procure contracts, invoices, timesheets, and any additional documentation required for FEMA closeout submission
- Reviewed completed projects in their entirety for compliance with the Stafford Act, Code of Federal Regulations, and all other Federal and State regulations

Education

General Studies | Southern University

Areas of Expertise

Community Development
Block Grant Disaster Recovery (CDBG-DR) Programs
FEMA Hazard Mitigation Grant Programs (HMGP)
FEMA Public Assistance (PA)
Emergency Management
Elevation
Uniform Relocation Act (URA)
Regulatory Compliance
Quality Assurance & Controls

Skills/Certifications

IS-00100 Intro to Incident Command System
IS-00393 Intro to Hazard Mitigation Grant Program
IS-00700 Intro to National Incident Management System
Managing Floodplain Development through the NFIP
FEMA / EMI Independent Study Professional Development Series
Microsoft Office

Associates in Emergency Response | Feb 2018 – Jun 2018

PUERTO RICO RECOVERY OF HURRICANES IRMA AND MARIA

Senior Mitigation and Public Assistance Manager

- Tasked to provide subject matter expertise for Public Assistance Alternative Projects – 428 projects, due to hurricanes Maria and Irma, through coordination with various Puerto Rican municipalities (Arecibo, Toa Baja, Canovanas, Aguas Buenas, Las Piedras, Las Piedras, Yabucoa) and PNP Organizations (houses of worship). This work included:
 - Representing sub grantees in meetings with the State, FEMA and local officials
 - Delivery of PAAP – Section 428 Guide for permanent work
 - Developing and reviewing project worksheets (PW), scope of work, description of damages and dimensions, and cost estimates for Categories A, B, C, E and G
 - Facilitating applications for public assistance funds
 - Establishing and conducting site visits to inspect sites damage

New York State Department of Homeland Security Emergency Services (DHSES) | Sept 2015 – Oct 2015

Mitigation Specialist

- QC and compliance review of sub-applications for CDBG-DR and 404 HMGP
 - Property Acquisition/Demolition, Relocation
- Development and Review Critical Infrastructure
 - (CI) Projects, CI Retrofit, Flood Mitigation, Power Generation, Hurricane/Wind,
- Compliance Assessment
 - Hazard Mitigation Grant Program (HMGP), Community Development Block Grant Disaster Relief (CDBG-DR), URA requirements, Duplication of Benefits and Duplication of Program reviews, Cost effectiveness, Validity and eligibility and more funding for New York State Hazard Mitigation Program, Ensure the proposed projects meet the requirements of multiple programs, Generation of Requests for Information (RFI) for outreach with sub-applicants
- Packaged and submitted to FEMA 95 sub-applications over \$2 billion
 - Acquisition, Infrastructure, Power Generation, Flood reduction, Utility – Nitrogen mitigation, Global Match projects to meet multiple funding source requirements

Hammerman and Gainer | 2013

RENEWJERSEY STRONGER

HMGP Program Manager

- Hired, trained and managed a 25-member staff for the HMGP department
- Developed all procedures relating to the collection and processing of residential application intake, appeals, and internal/external communication methods
- Developed all HMGP training materials for headquarter, call center and satellite recovery office staff
- Produced aids to assist homeowners and HMGP staff in a better understanding of the Renewjersey Stronger HMGP process
- Assisted the New Jersey Office of Community Affairs with the development of their HMGP policy

The Shaw Group, Baton Rouge, LA | 2013

LA OFFICE OF COMMUNITY DEVELOPMENT

HMGP Subject Matter Expert

- Developed employee and homeowner Policy/Procedure for the implementation of the OCD residential elevation and reconstruction project
- Assisted in the development of best financial tracking practices for funds being acquired from GOHSEP and funds reimbursed to homeowners
- Responsible for all high-level homeowner appeals related to program eligibility and grant awards



- Managed the New Orleans Area Office which was responsible for approximately 60% of all program participants
- Instituted methods program wide to increase employee productivity and issuance of homeowner reimbursements
- Developed and conducted training for new employees and program policy/procedure updates
- Conducted homeowner community outreach meetings

VARIOUS LOUISIANA PARISHES

HMGP Project Manager

- Project Manager for nine Louisiana Parishes HMGP's residential and commercial projects
- Developed applications to secure funding which included conducting Benefit Cost Analysis, Flood Plain requirement determinations, data collection, and budget developments
- Prepared funding advance and reimbursement request for submission to GOHSEP
- Reviewed engineer studies and cost estimates for compliance and submission on HMGP Phased drainage and wind retrofit Projects
- Complete oversight on all residential projects to include elevations, acquisitions, and reconstructions
- Responsible for all reporting on behalf of the Parishes to include FEMA required Quarterly Reports

Proposal Writer

- Subject Matter expert for the development of all HMGP proposals
- Assisted with the production on Emergency Management and CDBG proposal

Innovative Emergency Management Agency, Baton Rouge, LA | 2007 - 2010

LOUISIANA ROAD HOME PROGRAM

HMGP Grants Manager

- Subject Matter expert during the development and data collection efforts for the production of the Office of Community Developments HMGP residential elevation and reconstruction application
- Assistant Supervisor responsible for tracking employee attendance and timekeeping
- Conducted applicant interviews to complete eligibility assessments for inclusion into the OCD HMGP application
- Assisted the HMGP application development team in the completion of Benefit Cost Analysis

LOUISIANA SMALL RENTAL PROPERTY PROGRAM

Uniform Relocation Act (URA) Manager

- Managed a team responsible for ensuring compliance with 49 CFR (URA) as it relates to Community Development Block Grants and land lord/tenant legal relocation
- Developed procedure and guidance to manage homeowner interviews in compliance with the State of Louisiana Travel policies
- Conducted residential visits and tenant interviews to determine eligibility to receive URA Assistance where applicable

Proposal Writer

- Subject Matter expert for the development of all HMGP proposals
- Assisted with the production on Emergency Management and CDBG proposals

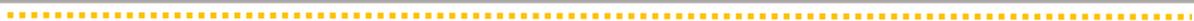
Louisiana Office of Emergency Preparedness | 1998 - 2006

Assistant to the State Hazard Mitigation Officer (SHMO)

- Responsible for assisting the SHMO with all aspects of implementing the Louisiana Hazard Mitigation Grant Program (HMGP) such as but not limited to: Tracking of Sub grantee quarterly reports, processing reimbursement requests, ensuring accurate project declining balances, community outreach, and coordination/information dissemination between the Federal Emergency Management Agency (FEMA) and Sub grantees

State Hazard Mitigation Planner

- Managed the State of Louisiana Planning grants which provided \$300 million dollars for the completion of Sub Grantee Hazard Mitigation Plans
- Instrumental in the development of the first Louisiana State Hazard Mitigation Plan
- Reviewed and provided technical assistance on all plans submitted by eligible Sub grantees to ensure compliance with the 2004 Federal Planning Disaster Relief requirements
- Assisted all local jurisdictions and their consultants in completing appropriate plan edits to comply with FEMA review



comments

Individual and Public Assistance Specialist

- Assistant Individual Assistance Officer during Hurricanes Katrina and Rita. Responsibilities included but were not limited to: Identifying appropriate locations to conduct Disaster Recovery Center operations, ensuring adequate staff requirements, reporting of need verses on hand commodities, and weekly overall reporting of Individual Assistance operations to the Command Staff
- Conducted damage assessments immediately following disasters for State and Federal reporting
- State representative during public assistance meetings with FEMA and local governmental entities
- Assessed insurance policies to ascertain eligibility for Federal Public Assistance
- Completed project worksheets (PW) and assessed 406 mitigation eligibility on state and local governmental public buildings

Hazard Mitigation Grant Program Grants Manager

- Responsible for managing the Louisiana Traditional Hazard Mitigation Grant department, serving every parish in the state, and administering over \$1 billion dollars in grant funds
- Hired, Trained, and Managed a staff of more than 20 personnel
- Developed a tracking system for Sub grantee application intake to ensure timely review and reporting
- Assisted local jurisdictions in the completion of Benefit Cost Analysis for project applications

Benefit Cost Analysis (BCA) Specialist

- Managed the collection of required data and documentation to successfully to pre-determine cost reasonableness
- Responsible for the preparation of BCA to determine cost reasonableness for all types of mitigation projects using FEMA approved methodologies and tool kits
- Experienced through version 5.2.1

Louisiana Army National Guard, Baton Rouge, LA | 1994 - 2016

Nuclear Biological and Chemical (NBC) Warfare Specialist

- Responsible for ordering, maintaining and inspecting all equipment pertaining to protection from enemy chemical hazards and attacks
- Conducted soldier level training related to the use of protective equipment and accurate communication methods to avoid injury or casualties in the event of an NBC incident

Food Service Supervisor

- Coordinated and managed all food service operations including ordering supplies, meal preparation, and reporting

Head Quarters Platoon Sergeant

- Second level command leader responsible for complete oversight of assigned personnel and delegation of tasks to attain mission success



PARKER B. COLE

Construction Management



Qualifications Summary

CDBG-DR Housing Expertise: Construction Management

Parker Cole has over 15 years of relevant construction management and disaster recovery experience for housing programs with a focus in overall operations, quality control, and optimizing organizational processes. He has served disaster recovery initiatives for Texas, New Jersey, New York, Louisiana, and the U.S. Virgin Islands providing knowledge and expertise of ground-up construction management and quality control work on housing projects including fast-paced emergency response work in the aftermath of the worst natural disasters in the history of the United States.

Similar Project Experience

- Project Manager-Hurricane Harvey Recovery, CDBD-DR
- Operations Project Manager, USVI Emergency Home Repairs Program, STEP
- QA/QC Manager – Restore Louisiana Housing Program, CDBG-DR
- QA/QC Manager -- Reconstruction, Rehabilitation, Elevation, and Mitigation Housing Program, New Jersey
- Lead Customer Service – NYC Rapid Repairs Housing Program
- QC Construction Manager – LA Small Rental Property Housing Program
- Home Evaluator & Quality Control – LA Road Home Program

Relevant Experience

Plexos Group, L.L.C. | Jul 2017 - Present

TEXAS GENERAL LAND OFFICE, HURRICANE HARVEY RECOVERY PROGRAM | 2019-PRESENT

Project Manager

Responsible for activities performed including damage assessments and inspections for properties damaged by Hurricane Harvey.

U.S. VIRGIN ISLANDS EMERGENCY HOME REPAIRS PROGRAM | Feb 2018 - 2019

Operations Project Manager

- Performs all work in accordance with the grant agreement between the VIHFA and FEMA, and the Code of Federal Regulations.
- Provides staffing to schedule and perform inspections and provide quality control reviews.
- Provides system to promote rapid execution of work identified by inspections.

RESTORE LOUISIANA, STATE OF LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNIT | Jul 2017 – Present

QA/QC Manager

Education

McNeese State University, Lake Charles, LA

University of Southwestern Louisiana, Lafayette, LA

Diploma | Kinder High School, Kinder, LA

Areas of Expertise

Community Development Block Grant – Disaster Recovery Programs (CDBG-DR)

Hazard Mitigation

Construction Management

New Construction

Quality Control

Home Evaluations

Damage Assessments

Scopes of Work

Xactimate

Project Close Out

Homeowner Assistance

Skills/Certifications

Construction Estimating Software (Xactimate, Worltrac)

Reporting

- Manages 30 Field Assessors on daily activities for the CDBG-DR funded Restore Louisiana housing recovery program.
- Responsible for quality control and assurance reviews of files in Xactimate.
- Assigns work to field assessors from XACT Analysis to Xactimate.

Reference: Ted Lemcke, COO, IEM, 2801 Slater Road, Suite 1120, Morrisville, NC 27560; (919) 237-7433; ted.lemcke@iem.com

CB&I (The Shaw Group) | Jan 2003 – Jul 2017

RECONSTRUCTION, REHABILITATION, ELEVATION, AND MITIGATION (RREM) PROGRAM, NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (NJDCA), VARIOUS LOCATIONS, NEW JERSEY | May 2013 - 2017

QA/QC Manager

- Responsible for managing the repair or reconstruction of owner-occupied dwellings damaged by Superstorm Sandy. The program is assisting approximately 6,000 homeowners in the most heavily damaged nine counties along the coast of New Jersey.
- Works directly with NJDCA to develop program policies and procedures and provide construction management services and oversight, including the performance of damage assessments, development of detailed scopes of work, engineering and architectural design, and progress inspections.
- Very proficient in Xactimate and project closeouts.

Reference: Jo Carrol, Program Mgr, APTIM, 200 Horizon Center Blvd., Trenton, NJ 08691, jo.carrol@aptim.com, 979-777-5225

NYC RAPID REPAIRS PROGRAM (NYCRRP), NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION, NEW YORK | 2012 - 2013

Lead Customer Service Representative

- Oversaw CSR staff performing outreach and counseling homeowners on their options within the program.
- Developed an electronic report for tracking homeowner complaints, response to media inquiries, and coordination on resolution with the contractor performing the work, program management staff from NYC, Shaw, and quality assurance leads.
- Provided construction and quality consulting to homeowners, contractors, and program management staff.
- Served as a key member of the After-Care program to track and resolve homeowner issues after their projects were closed out. This program provided key direction to homeowners, contractors, and program management and outreach staff as the last check and balance to closing out homeowner projects.

Reference: Jo Carrol, Program Mgr, APTIM, 200 Horizon Center Blvd., Trenton, NJ 08691, jo.carrol@aptim.com, 979-777-5225

LOUISIANA SMALL RENTAL PROPERTY PROGRAM (SRPP), LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNITY, VARIOUS LOCATIONS, LA | 2006-2009

QC Manager

- Managed 15 construction contractors that were overseeing the work of subcontractors on new construction and renovation projects (residential).
- Successfully performed over 3,200 home inspections to ensure all city, parish and state codes were met.
- Successfully managed construction projects that ranged from \$100,000 to \$500,000.
- Assisted with the design and implementation of the WorlTrac system used by Shaw and approved subcontractors.

Reference: David Odom, President and CEO, Plexos Group, 1800 City Farm Dr. Building Four, Suite B, Baton Rouge, LA 70806, david.odom@plexosgroup.com, 225-757-5344

LOUISIANA ROAD HOME PROGRAM, LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNIT, VARIOUS LOCATIONS, LA | 2006 - 2009

Home Evaluator and Quality Control

- Performed home evaluations and accurately recorded the information used in dispersing funds needed to rebuild hurricane damaged homes. The evaluation included precise measurements of the structure's square footage and documentation of the damage to the home due to the hurricane.
- Reviewed coworker's home evaluations to ensure that all information was entered correctly and accurately before it was submitted for final review.

Reference: Craig Bolling, Project Manager, ICF, 9300 Lee Hwy, Fairfax, VA 22031, craig.bolling@philymack.com, 323-351-1810



GEORGE DUFFEE-BRAUN

Financial Services / Fiduciary Manager



Qualifications Summary

George Duffee-Braun has more than 40 years of financial management and executive level leadership. His extensive experience spans multiple industries, including government programs, manufacturing, and public/ private partnerships. Among his accomplishments, he oversaw the distribution and reconciliation of \$9 billion of CDBG funds for the *Louisiana Road Home Program*—the program established to assist Louisiana citizens affected by Hurricanes Katrina and Rita. George is proficient in the use of eGrants. He has served as point of contact for user input on eGrants development, enhancements, reporting and calculations; assisted in requirements for new releases as project progressed, and performed user testing of beta versions of new releases and change requests.

Relevant Experience

Plexos Group, L.L.C. | 2019-present

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY | RebuildNC Program

Finance Manager

- Develop, review and approval of all general contractor invoices/draw requests
- Input invoice data into system of record (Salesforce)
- On-site Plexos Group administrative manager
- CDBG-DR resource for regulatory project compliance

Reference: Mark Breor, Project Director, AECOM, 161 Commonwealth Way, Aiken, SC 29803, 803-617-9818, mark.breor@aecom.com

UMCOR/UMVIM Disaster Recovery | 2018-2019

UNITED METHODIST COMMITTEE ON RELIEF / UNITED METHODIST VOLUNTEERS IN MISSION

Volunteer

- Early Relief Team Leader
- Volunteer Coordinator UMC Mississippi Seashore District (7 Gulf Coast Counties)

Education

B.A. | New College of Florida

Graduate courses (Financial Management) | University of Southern Mississippi

Areas of Expertise

Financial Management
CDBG-DR Programs
Government programs
Federal and State Audits
Contract Billing
Project Accounting
Stafford Act
Davis-Bacon
2 CFR 200
Section 504

Skills/Certifications

eGrants proficiency
District Construction Manager, Habitat For Humanity
UMCOR Early Response Team
TX Certified CDBG Administrator (2017)

ICF International/ HGI Catastrophe Services LLC | 2006-2018

THE LOUISIANA ROAD HOME PROGRAM (CDBG-DR Housing)

Senior Manager/ Subject Matter Expert/ Director-Finance and Administration

- Directed distribution and reconciliation of federal CDBG funds for \$9 billion Louisiana Road Home homeowner program in compliance with federal, state and program policies and procedures including Stafford Act, Davis-Bacon, SAS-70, A-133, CFR 48, and other applicable regulations.
- Responded to Federal and State audits of contract billings.
- Managed in conjunction with other team members from operations, IT, contracts and external partners- the development of systems and programs to process and store data regarding program funding.
- Led accounting team through initial development and implementation of revenue billing and accounts payable processing utilizing Deltek Costpoint project accounting software.

References:

(1) Max Shaneyfelt, Project Director for Prime Contractor, Katrina Recovery, 18536 Shadow Creek Avenue, Baton Rouge, LA 70816; 225-907-8058; mshaneyfelt@vatetec.com

(2) Scott Meyer (Katrina Recovery), 3401 Meyer Woods Lane, Fairfax, VA 22033, 703-674-6066, skmeyer13@mac.com

Presbyterian Disaster Assistance | September 2005- October 2006

Project manager

- Co-coordinated faith-based and private sector relief efforts for Hurricane Katrina victims working with volunteer teams from across the country providing clean-up and reconstruction.

Humane Society of Southern Mississippi | May 2004- August 2005

Executive director

- Directed of all aspects of operation including day-to-day activities, finance, and fundraising.

Brintons U.S. Axminster (Largest woven patterned carpet company in U.S. & formerly a division Mohasco) | 1989-2004

Vice-President Finance/CFO

- Directed all aspects of financial management including internal controls, accounting, internal and external audits, banking relationships, insurance, purchasing, and workers compensation.
- Directed the overall IT function including system installation and maintenance, program development and implementation.
- Directed compliance on customs and other government regulations and contracts.

Institute for Technology Development | 1987-1989

Senior Vice President—Corporate Services

- Directed compliance with government regulations, contracts and funding requirements at state and federal levels.
- Managed finance department including accounting functions, purchasing, budget preparation, cost analyses, internal controls and audits in order to comply with federal accounting and auditing standards.
- Led development of technology driven spin-off operations.





DAVID W. WELKER

Director -- Fraud, Waste, and Abuse



Qualifications Summary

David Welker has held leadership roles in law enforcement for more than 30 years. He has served HUD and FEMA housing programs, in addition to other public and private sectors in matters regarding criminal activities, intelligence, and National Security. He has managed and directed all facets of all FBI programs to include oversight of fraudulent activities, white collar crime, counterterrorism, counterintelligence, intelligence, public corruption, violent crime/violent gangs, and ground and air surveillance operations. He established and operated the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program* and is responsible for standing up the fraud team for the \$230 million *US Virgin Islands Emergency Home Repairs STEP program*.

Relevant Experience

Plexos Group, L.L.C. | 2017 – Present | Senior Fraud Consultant

USVI EMERGENCY HOME REPAIRS STEP PROGRAM (USVI EHR)

Stood up fraud team for the USVI EHR project. Responsible for FWA team consisting of five (5) fraud investigators.

- The team operated under a comprehensive Standard Operating Procedure (SOP) and drafted specific policies to include code of conduct, inappropriate content, conflict of interest, as well as an anti-kickback policy.
- The team was responsible for analyzing program data to proactively seek out fraud, waste, and abuse.
- Plexos established anonymous hotlines to receive inbound tips regarding potentials for this behavior, as well as misconduct by program personnel, contractors, and subcontractors; it coordinated certain investigative activities with local police as necessary.
- Established a strong relationship with the federal prosecutor, *Disaster Fraud Task Force in the USVI, The National Center for Disaster Fraud, Department of Homeland Security Office of Inspector General*, and local police agencies. Developed strong contacts with various entities within the program.
- Sampled 25% of submitted applications and reported identified-actionable findings in 11.5% of the applications sampled.
- Created data searches for duplicate applications, nonlocal telephone numbers, and scope of work by neighborhood to further identify anomalies.
- Through claim sampling, reported PII uploaded into the wrong applicant files.

Education

B.S. | Philadelphia College of Bible (Cairn University)

Post-Graduate Studies towards Master Degree, Criminal Justice | West Chester University

Areas of Expertise

- National Security
- Intelligence
- Counterintelligence
- Public Corruption
- White Collar Crime
- Violent Crime
- Fraud, Waste, and Abuse

Skills/Certifications

Special Agent, FBI | FBI Training Academy, Quantico, VA

Philadelphia Police Department | K-9 Academy, K-9 Certification

Pennsylvania State Police | Municipal Policy Academy

Awards / Honors

Monetary Incentive Awards from Two FBI Directors

Alumni Achievement Award, 2017 | Cairn University

Reference: David F. Odom, Plexos Group, L.L.C., President and CEO, 1800 City Farm Drive, Building Four, Ste B, Baton Rouge, LA 70806, david.odom@plexosgroup.com, (225) 757-5344.

D.W. Welker Consulting, Inc. | 2012 – 2017 | Director- Fraud, Waste, Abuse

DEEPWATER HORIZON ECONOMIC AND PROPERTY SETTLEMENT TRUST *Program Consisting of approximately 3,000 Workers with Multiple Vendors Processing More Than 380,000 Claims Costing More Than \$12 billion*

- Manage annual operations budget of \$30 million for the Deepwater Horizon Economic and Property Settlement Trust, the multi-billion-dollar class action, U.S. District Court supervised settlement program for the oil spill, which occurred in the Gulf of Mexico in April 2010, resulting from the explosion aboard the oil rig Deepwater Horizon.
- Designed, assembled, established and operated anti-fraud group consisting of accountants, attorneys, investigative analysts, a compliance department, and a claimant communications team.

Reference: Robert Levine, CFO, Deepwater Settlement Program, 935 Gravier Street, Suite 1905, New Orleans, LA 70112, rlevine@gmail.com, 504-813-8597

Federal Bureau of Investigation, New Orleans, LA | Aug 2008 – May 2012 | Special Agent in Charge (SAC) (SES)

- Managed and directed a mid-sized FBI office consisting of a headquarters and six satellite offices throughout the State of Louisiana. The office employed more than 400 FBI employees and task force officers and encompassed three federal judicial districts.
- Managed an operational budget of approximately 2.5 million dollars.
- Managed and directed multiple facets of all FBI programs to include oversight of Counterterrorism, Counterintelligence, Intelligence, Public Corruption, White Collar Crime, Violent Crime/Violent Gangs, ground and air surveillance operations.
- Additionally, oversaw the administrative functions of the FBI field office to include the operational budget, facilities, security, EEO, EAP and Human Resource functions.

FBI Reference: Louis Freeh, Chairman, Freeh Group (Former FBI Director), 350 5th Ave, Ste 3100, New York, NY 10118, (202) 220-1200, louisjfreeh@pepperlaw.com

Federal Bureau of Investigation – FBIHQ, Washington, DC- Inspection Division | Aug 2006 – Aug 2008 | Inspector (SES)

- Led teams of Special Agents, accountants, and support personnel to inspect FBI field offices nationally and FBI Legal Attaché office internationally.
- Conducted administrative shooting reviews of FBI involved shootings as well as management reviews.
- Documented findings made recommendations for improvement and correction and reported those findings to the Director of the FBI.

Federal Bureau of Investigation – Tampa, FL | Oct 2002 – Aug 2006 | Assistant Special Agent in Charge

- Managed the National Security Programs throughout the Tampa FBI Division, to include Counterterrorism, Counterintelligence, Intelligence, and surveillance operations.
- Oversight and management of satellite offices throughout central Florida with responsibility for all FBI criminal and national security programs and administrative functions to include the COOP, Human Resources, and other support roles.

Federal Bureau of Investigation – Cincinnati, OH | Jun 1995 - Sep 2002 | Supervisory Special Agent

- As a supervisor, led a squad of Special Agents and task force officers assigned to combat organized crime, violent gangs, drug trafficking, and to locate and arrest violent fugitives.
- Effectively managed task force budgets.

Federal Bureau of Investigation – FBIHQ, Washington, DC, Criminal Investigative Division – Drug Section | Sep 1992 - Jun 1995 | Supervisory Special Agent

- National manager for FBI drug program with responsibility for field office investigations of major drug trafficking organizations. Ensured compliance with FBI policies and facilitated major investigations.

Federal Bureau of Investigation – Detroit Division – Saginaw Resident Agency | Sep 1987 - Sep 1992 | Special Agent

- Conducted investigations of violations of federal law. Major investigations entailed interviews of numerous witnesses, identification and collection of evidence, drafting pertinent documents to include interviews, witness statements, and affidavits. Planned, organized and executed numerous search and arrest warrants.



Jared George

Senior Project Manager

EXPERIENCE SUMMARY

As Senior Manager of Emergency Management and Government Services, Mr. Jared George is responsible for planning and leading the responses to natural disasters. He previously served as Recovery Programs Manager for Metric Engineering. Since 2006, Mr. George has managed disaster recovery projects in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas. Mr. George has 24 years of experience in managing public-sector finances and overseeing accounting projects for governmental agencies.

Mr. George has a diverse employment history focusing on his extensive accounting, analytical and financial management skills. He was employed by various Florida State Agencies beginning in 1994. During this substantial and uninterrupted period of public service, Mr. George was responsible for providing an ever-increasing level of financial management and analytical skills to the agencies.

RELEVANT EXPERIENCE

Mr. George served as Project Manager on the following projects:

2016 – 2019: (CDBG-DR) Rental Properties Program and Affordable Rental Opportunity Program – State of New York: Program Manager responsible for the team providing services about its administration of the U.S. Department of Housing and Urban Development (HUD) and Community Development Block Grant-Disaster Recovery (CDBG-DR) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). Metric was tasked with administering the Rental Properties and Affordable Rental Opportunity Programs. The Rental Properties Program aids the owners of storm-damaged rental properties, of all types and sizes, that were offered a full-time, year-round lease at the time of Superstorm Sandy, Hurricane Irene or Tropical Storm Lee. These properties included single-family homes, townhouses, apartment buildings, or any other legal dwelling. GOSR developed the Affordable Rental Opportunity (ARO) to restore and replace affordable rental housing placed out of service by Superstorm Sandy, Hurricane Irene, or Tropical Storm Lee (Covered Storms). ARO offers property owners incentives and support to sustain the creation of affordable rental housing.

2012 – 2016: (CDBG-DR) Homeowner Opportunity Program (HOP) – Texas General Land Office: Project Manager responsible for the team providing comprehensive mobility counseling and disaster case management services to eligible homeowners, under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program, within the Houston-Galveston Area Council of Government (H-GAC), Galveston County, and City of Galveston, Texas. HOP is a Disaster Recovery Housing Program through which income-qualified applicants, who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration, may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area. This program involves relocation counseling, conducted by Mobility Counselors, and the provision of licensed real estate professionals to explain the options and choices available.

YEARS OF EXPERIENCE

24 YEARS

EXPERTISE

Project Management
Quality Assurance
Data Analysis
Financial Management
Grant Accounting
Debris Management
Recovery Management

CERTIFICATIONS

FEMA IS-100	FEMA IS-631
FEMA IS-200	FEMA IS-632
FEMA IS-244	FEMA IS-700
FEMA IS-393	FEMA IS-800
FEMA IS-547	FEMA G-202
	FEMA IS-630

DISASTERS

FL Hurricane Michael (DR-4399)
FL Hurricane Irma (DR-4337)
SC Severe Storms (DR-4166)
CO Severe Storms (DR-4145)
AL Severe Storms (DR-1971)
RI Severe Storms (DR-1894)
AR Severe Winter Storm (DR-1829)
KY Severe Winter Storm (DR-1818)
TX Hurricane Ike (DR-1791)
LA Hurricane Gustav (DR-1786)
FL Tropical Storm Fay (DR-1785)
GA Severe Storms (DR-1761)
Oklahoma Ice Storm (DR-1735)
FL Hurricane Wilma (DR-1609)
FL Hurricane Katrina (DR-1602)
FL Hurricane Dennis (DR-1595)
FL Hurricane Frances (DR-1545)
FL Hurricane Ivan (DR-1551)
FL Hurricane Jeanne (DR-1561)
FL Hurricane Charley (DR-1539)
FL Hurricane Opal (DR-1069)
FL Hurricane Erin (DR-1062)
FL Hurricane Andrew (DR-955)

EDUCATION

Political Science/Public
Administration, Florida Agricultural
& Mechanical University



Jared George

Senior Project Manager

2011 – 2019: (CDBG-DR, FEMA PA and HMGP) Technical Consulting - City of Birmingham, Alabama: Project Manager responsible for coordinating efforts and services related to development of HMGP projects, in close coordination with the City's Long-Term Community Recovery and Rebuilding efforts, and participating in continuing planning processes as well as interacting with the City and its planning team members. Prepared applications for 20 community saferoom projects and secured 20% of HMGP funding, available statewide, through a competitive application process.

2011: HMGP Application Development, Rhode Island Communities: Project Manager responsible for preparing \$16 Million in HMGP Applications for projects, including Home Acquisition/Demolition, Drainage Improvements, and Localized Flood Reduction Projects. Prepared Benefit/Cost Analyses, developed project descriptions and reviewed design documents and cost estimates to ensure all FEMA and RIEMA requirements were met.

Sharon K. M. Bedasee

Project Manager

EXPERIENCE SUMMARY

Hazard mitigation planning and emergency management expert, Sharon K. M. Bedasee, joined CDR Maguire in 2020. The majority of Sharon's relevant experience is with the U.S. Department of Homeland Security – FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training State and Local applicants on how to apply for HMGP using the BCS Module Template.

RELEVANT EXPERIENCE

Sharon has served in the following Hazard Mitigation roles:

Grants Management Supervisor 1/2016 – 1/2018: U.S. Department of Homeland Security FEMA -- Disaster 4086 NJ: Supervised operations to deliver an estimated \$325 million in Hazard Mitigation Grants Program funding to support the Super Storm Sandy recovery mission in New Jersey. Served as the Primary Point of Contact for all issues related to mitigation grant program, for disaster 4086 (DR4086NJ). External efforts focused on responding to communities' needs for information and providing technical assistance to the State Hazard Mitigation Officer and other State partners, while internal efforts focused on management reports, staffing, leadership, and training. Developed mitigation strategies and set objectives and goals for program implementation and closeout. Responsibilities included closing out 516 projects, estimated at \$325 million. Assisted with the determination for adequate mitigation strategies and program implementation capabilities for DR-4086-NJ and conducted an internal operational assessment to determine daily operation, resource, training, and staffing needs. Coordinated with region and headquarters to set monthly budget for the Spend Plan and developed annual spend plan baseline to streamline the financial and funding processes. Additionally, worked to deliver the hazard mitigation grant program expeditiously and the development of closeout strategies effectively, as mandated by the Sandy Recovery Improvement Act (SRIA) of 2013.

Hazard Mitigation Grants Program Lead 11/2004 – 1/2016: U.S. Department of Homeland Security FEMA: Responsibilities included five sub-grant programs— Acquisition, Infrastructure, Energy Allocation Initiative, Retail Fuel Stations, and Elevation Program. Provided training, directions and workflow processes for ten employees. Served as the lead for spend planning and financing. Collaborated with other FEMA Specialists, Sub-grant applicants, engineers and architects to identify cost effectiveness and technical feasibility for mitigation proposals that met FEMA program eligibility requirements. Evaluated grants and planning activities that directly contributed to the achievement of Hazard Mitigation (HM) Strategy objectives.

Proficiency with the CFR 44 used to assure compliance with the mitigation program regulations. Provided technical assistance to internal and external stakeholders in the SANDY RECOVERY OFFICE. Presented Hazard Mitigation Grants program to an audience of sub-applicants seeking FEMA disaster assistance. Attended regular meetings with State and local applicants to provide status updates on projects' review and approval. Conducted site visits to damaged public infrastructures and private neighborhoods, and eligible

YEARS OF EXPERIENCE

16 YEARS

EXPERTISE

Project Management
PAAP Sec. 428
Benefit Cost Analysis
Hazard Mitigation
Public Assistance
Recovery Management

CERTIFICATIONS

FEMA ICS-300	FEMA IS-204
FEMA ICS-400	FEMA IS-632
FEMA IS-253	FEMA IS-293
FEMA IS-293	FEMA IS-276
FEMA ICS-292	FEMA IS-230
FEMA ICS-265	FEMA IS-212
FEMA IS-253	FEMA IS-207
FEMA IS-235	FEMA IS-200
FEMA IS-800	FEMA IS-703
FEMA IS-702	FEMA IS-701
FEMA IS-700	FEMA IS-547
FEMA IS-546	FEMA IS-393
FEMA IS-386	FEMA IS-319
FEMA IS-318	FEMA IS-163
FEMA IS-161	FEMA IS-107
FEMA IS-106	FEMA IS-101
FEMA IS-100	FEMA IS-033
FEMA IS-031	FEMA IS-022
FEMA IS-021	FEMA IS-019
FEMA IS-018	FEMA IS-016
FEMA IS-008	FEMA IS-007
FEMA IS-001	FEMA IS-506
FEMA IS-434	FEMA IS-416
FEMA IS-110	FEMA IS-823
FEMA IS-102	FEMA IS-881
FEMA IS-841	FEMA IS-825
FEMA IS-822	FEMA IS-604
FEMA IS-602	FEMA IS-480
FEMA IS-400	FEMA IS-386
FEMA IS-381	FEMA IS-312
FEMA IS-213	FEMA IS-212
FEMA IS-206	FEMA IS-204
FEMA IS-860	FEMA IS-804
FEMA IS-803	FEMA IS-802
FEMA IS-801	

Sharon K. M. Bedasee

Project Manager

non-profit organizations, to offer technical assistance. Assisted with the development of cost effectiveness and technical feasibility for proposed hazard mitigation measures.

Wrote reports, scopes of work and responded to correspondence with respect to mitigation grants issues and solutions. Assisted with conducting complex benefit-cost analysis (BCA) using FEMA-approved BCA software or methodology for potential Hazard Mitigation Grants projects. Provided technical support to state and local government agents, for grants development and compliance. Planned budget for monthly spend plan, for grants and process allocations, to fund mitigation projects up to \$20 million per month for DR-4086-NJ.

HM Grants and Planning Group Supervisor Jan 2018 – Apr 2018: Disaster 4335-4340 St. Croix, St. Thomas, and St. John USVI: Developed workflow processes and training plan, coordinated and delivered training to staff on all three islands, created a staffing plan for hiring staff to support the operation for three years, managed a total of six staff on all three islands, and developed reports, for branch director, on operation status. Worked with Territory Hazard Mitigation Officer, Contractors, and other Federal partners to accomplish goals, objectives, and determine the most appropriate funding source for sub applicants. Trained and mentored FEMA local hires to transition to reservist positions. Assisted with the Applicants Briefing and supported the Territory with prioritizing and identifying projects during the Notice of Intent process. Developed workflow processes and set up a process for records management. Supervised the Hazard Mitigation Grants Program.

HM Task Force Lead 4/2017 – 10/2017: Disaster 4285 North Carolina North Carolina Emergency Management (NCEM) State Hazard Mitigation Officer requested assistance with Hazard Performance Analysis (HPA) for 2,600 properties impacted by Hurricane Matthew. FEMA approved an estimated \$85.5 million to fund projects for DR4285. The state requested three mitigation actions— acquisition, elevation, and mitigation reconstruction. NCEM objective was to fund expedited Hazard Mitigation Grants Projects within one year. Duties included HPA reviews for 2, 600 properties, managing the Hazard Mitigation Grants review process, and leading and supporting 10 employees.

Infrastructure Lead 11/2012 – 10/2013: U.S. Department of Homeland Security– FEMA Disaster 4086 New Jersey: Prepared, trained and developed workflow processes to support staff, for reviewing projects effectively. Assisted the State Hazard Mitigation Officer (SHMO) and State partners with application development. Attended applicant’s briefings, conducted community outreach, to educated local partners, on recovery, and identified eligible projects.

Mitigation Grants Program Lead 9/2011 – 5/2012 2011: U.S. Department of Homeland Security FEMA- Disaster 4019 North Carolina: Assisted with conducting benefit cost analysis on over 1,500 acquisition properties. Developed an expedited process using the 4.8 BCA Module and template, which significantly reduced the normal process time to analyze 1,500

DISASTERS Cont.

USVI Hurricane Maria (DR-4340)
PR Hurricane Maria (DR-4339)
USVI Hurricane Irma (DR-4335)
NC Hurricane Matthew (DR-4285)
NJ Super Storm Sandy (DR-4086)
NC Hurricane Irene (DR-4019)
TN Severe Storms (DR-1909)
KY Severe Storms (DR-1818)
KY Severe Storms (DR-1841)
IN Severe Storms (DR-1766)
FL Hurricane Charley (DR-1539)
FL Trop. Storm Bonnie (DR-1539)
FL Hurricane Wilma (DR-1539)

EDUCATION

Master’s in Business
Administration (MBA) University of
Phoenix, Orlando, FL

Sharon K. M. Bedasee

Project Manager

properties. Trained North Carolina State Hazard Mitigation Officer (SHMO) and 30 State and FEMA employees to use the expedited process for benefit cost analysis.

Hazard Mitigation Grants Specialist 6/2010 – 9/2010: U.S. Department of Homeland Security FEMA -- Disaster 1909 Tennessee: Assisted with training application development and review, data entry in NEMIS, Loss Avoidance study, and reported project status and performance to supervisor.

Hazard Mitigation Grants Specialist 3/2009 – 1/2010: U.S. Department of Homeland Security FEMA -- Disasters 1818 & 1841 Kentucky: Assisted with training and application development, attended Applicant briefings and kick off meetings. Assisted NFIP with repetitive loss study, conducted site visits and reported on over 1,300 repetitive loss properties in Eastern Kentucky. Assisted Community Education and Outreach (CEO) with Disaster Recovery Center (DRC) coordinating, responsible for nine DRCs and five Outreach Box stores and supervised 28 CEO advisors/specialists.

Hazard Mitigation Grants Specialist 8/2008 – 11/2008 2018 U.S. Department of Homeland Security– FEMA Disaster 1766 Indiana: Assisted State partners with application briefings, attended meetings, conducted application review, and training. Reviewed and approved acquisition projects.

Hazard Mitigation Grants Specialist 11/2004 – 1/2016: U.S. Department of Homeland Security– FEMA

National Insurance Specialist 12/2004 – 3/2006: Disasters 1539 & 1609 Florida Recovery Office: Assisted homeowners and WYO agents with flood insurance issues and provided guidance on compliance. Created formats using the FEMA Map Center

Hazard Mitigation Grants Program Lead 12/2004 – 3/2006: Disaster 1539 & 1609 Florida Recovery Office: Monitored applications submitted to FEMA and assured that grants specialist used proper workflow processes to review projects according to FEMA guidelines and 44 CFR regulations. Conducted final review, responsible for quality assurance on complicated drainage projects, and allocated and funded HMGP projects.

Sharon has served in the following Recovery roles:

CEO/DRC Coordinator 12/2004 – 3/2006: Disaster 1539 & 1609 Florida Recovery Office: Supervised 15 DRCs located throughout south Florida, from Homestead to West Palm Beach and 7 Box Stores and managed 37 DRC Advisors. Instrumental with the development of the GO-KIT

Supervisor Emergency Management Specialist 3/2019 – 12/2019: U.S. Department of Homeland Security FEMA -- Disaster 4339 Puerto Rico: Supervised operations to include staff of 20 Technical Assistant Contractors and FEMA employees to deliver an estimated \$1 billion in Public Assistance funding to support the Hurricane Maria recovery mission in Puerto Rico for 1 PNP Applicants.

Education Sector PNP Task Force Lead 4/2018 – 3/2019: U.S. Department of Homeland Security FEMA -- Disaster 4339 Puerto Rico: Supervised operations to deliver an estimated \$1 billion in Public Assistance funding to support the Hurricane Maria recovery mission in Puerto Rico. Duties included managing 20 employees together with crew leaders, architects, engineers' technical contractors, FEMA staff and 136 PNP Sub-Recipients.

Grants Management Supervisor 1/2018 – 4/2018: 2018 U.S. Department of Homeland Security FEMA -- Disaster 4335-4340 ST. Croix, St Thomas, and St John USVI: Developed workflow processes, developed training plan, coordinated and delivered training to staff on all three islands, created a staffing plan for hiring staff to support the operation for three years, managed a total of six staff on all three islands, and developed reports for branch director on operation status. Worked with Territory Hazard Mitigation Officer, Contractors, and other Federal partners to accomplish goals, objectives, and determine the most appropriate funding source for sub applicants. Trained and

Sharon K. M. Bedasee

Project Manager

mentored FEMA local hires to transition to reservist positions. Assisted with the Applicants Briefing and supported the Territory with prioritizing and identifying projects during the Notice of Intent process. Developed workflow processes and set up a process for records management. Supervised the Hazard Mitigation Grants Program.

Kenny Frank Day

Professional Engineer

EXPERIENCE SUMMARY

Mr. Frank Day has over 45 years of public and private experience and has served as Florida Department of Transportation's Recovery Manager from 1995 to 2005. Most recently, Mr. Day was a Project Manager for Hurricane Michael (2018 – 2019) in the Florida Panhandle for the Florida Department of Transportation.

Under a Governor's declaration, FDOT was charged with overseeing the debris removal and monitoring for 12 fiscally constrained counties, over 1,000 square miles of area, 17 million cubic yards of debris and \$500 million in costs for a single event. Mr. Day oversaw over 1,200 debris monitors at peak and 2,500 trucks a day. He also served as the Project Manager over Hurricane Ike in Texas overseeing the debris operations for both the Texas General Land Office and Texas Department of Transportation.

RELEVANT EXPERIENCE

Mr. Day served as Principal on the following projects:

2016 – 2019: (CDBG-DR) Rental Properties Program and Affordable Rental Opportunity Program – State of New York: Principal responsible for team providing services about its administration of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). Metric was tasked with administering the Rental Properties and Affordable Rental Opportunity Programs. The Rental Properties Program aids the owners of storm-damaged rental properties of all types and sizes that were offered for full-time, year-round lease at the time of Superstorm Sandy, Hurricane Irene or Tropical Storm Lee. These properties included single-family homes, townhouses, apartment buildings, or any other legal dwelling. GOSR developed the Affordable Rental Opportunity (ARO) to restore and replace affordable rental housing placed out of service by Superstorm Sandy, Hurricane Irene, or Tropical Storm Lee (Covered Storms). ARO offers property owners incentives and support to sustain the creation of affordable rental housing.

2012 – 2016: (CDBG-DR) Homeowner Opportunity Program (HOP) – Texas General Land Office: Principal responsible for team providing comprehensive mobility counseling and disaster case management services to eligible homeowners under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program within the Houston-Galveston Area Council of Government (H-GAC), Galveston County, and City of Galveston, Texas. HOP is a Disaster Recovery Housing Program through which income-qualified applicants who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area. This program involves relocation counseling, conducted by Mobility Counselors, and the provision of licensed real estate professionals to explain the options and choices available.

2011 – 2019: (CDBG-DR, FEMA PA and HMGP) Technical Consulting - City of Birmingham, Alabama: Principal responsible for coordinating efforts and

YEARS OF EXPERIENCE

45 YEARS

EXPERTISE

Closeout Requirements
Florida Grants Portal Training

CERTIFICATIONS

Alabama PE #32164
Arkansas PE #16647
Florida PE #25345
Georgia PE #PE039888
Kentucky PE #30990
Louisiana PE #PE0035500
Mississippi PE #PE-19867
Missouri PE# PE-2015015888
Oklahoma PE #28009
South Carolina PE #28288
Texas PE #110832
FEMA IS-100 FEMA IS-120
FEMA IS- 200 FEMA IS-700
FEMA IS-800 FEMA IS-630
FEMA IS-631 FEMA IS-632
FEMA G202 FEMA G300
FEMA G400 FEMA G557
FEMA E/L/K 146

DISASTERS

FL Hurricane Michael (DR-4399)
FL Hurricane Irma (DR-4337)
SC Severe Storms (DR-4166)
CO Severe Storms (DR-4145)
AL Severe Storms (DR-1971)
RI Severe Storms (DR-1894)
AR Severe Winter Storm (DR-1829)
KY Severe Winter Storm (DR-1818)
TX Hurricane Ike (DR-1791)
LA Hurricane Gustav (DR-1786)
FL Tropical Storm Fay (DR-1785)
GA Severe Storms (DR-1761)
Oklahoma Ice Storm (DR-1735)
FL Hurricane Wilma (DR-1609)
FL Hurricane Katrina (DR-1602)
FL Hurricane Dennis (DR-1595)
FL Hurricane Frances (DR-1545)
FL Hurricane Ivan (DR-1551)
FL Hurricane Jeanne (DR-1561)
FL Hurricane Charley (DR-1539)
FL Hurricane Opal (DR-1069)
FL Hurricane Erin (DR-1062)
FL Hurricane Andrew (DR-955)

EDUCATION

B.S.C.E., Auburn University, 1974
Army Corps of Engineers



Kenny Frank Day

Professional Engineer

services related to development of HMGP projects in close coordination with the City's Long-Term Community Recovery and Rebuilding efforts and participating in continuing planning processes as well as interacting with the City and its planning team members. Prepared applications for 20 community saferoom projects and secured 20% of HMGP funding available statewide thru competitive application process.

2011: HMGP Application Development, Rhode Island Communities: Principal responsible for team preparing \$16 Million in HMGP Applications for projects including Home Acquisition/Demolition, Drainage Improvements, and Localized Flood Reduction Projects; prepared Benefit/Cost Analyses, developed project descriptions, reviewed design documents, and cost estimates to ensure all FEMA and RIEMA requirements were met.

D. REFERENCES

Project Reference #1

Louisiana Watershed Initiative (LWI) CDBG-Mitigation Program State of Louisiana

Project Dates

2019 to present

Program Funding

\$1.2 billion

Reference Information

Scot Edelman, PE

Senior Vice President

AECOM

Scott.edelman@aecom.com

(336) 314-3435

Congress allocated \$1,213,917,000 CDBG-MIT funds to the State of Louisiana for the specific purpose of mitigation activities as specified in Public Law 115-123 and FR-6109-N-02 in response to the state’s increasingly complex flood risk profile. To carry out these initiatives, Governor John Bel Edwards has charged state agencies with coordinating efforts through a watershed-based approach, referred to as the Louisiana Watershed Initiative or LWI. Plexos was recently awarded work on the LWI project as part of the AECOM Team to assist with the support and development of the statewide Louisiana Watershed Plan which will guide the allocation of CDBG-MIT funding and implementation strategies outlined in the state’s HUD approved Action Plan and FEMA approved State Hazard Mitigation Plan. During this process, the team will be responsible for coordinating this effort with state agencies and LWI team members to address and meet LWI goals in the areas of community outreach, development of regional strategies, legislative support, and policy implementation.

As part of the LWI, the Plexos team will be providing support during the development of the LWI Plan to include appropriate application of CDBG-MIT requirements as well as assessing the capacity of existing governmental agencies and programs to support \$1.2 billion in funding for the state’s long-term mitigation initiatives. As part of this process, Plexos will also be responsible for identifying any necessary enabling legislation or other legislative needs to support agency operations in consistency with the LWI mission and evaluating the need for watershed education and workforce training.

Relevance to the City of Galveston

- APPLICATION DEVELOPMENT.** The Louisiana Watershed Plan will assist the state to create policies that will govern state, regional, and local mitigation projects in compliance with CDBG-MIT requirements.
- PROJECT DEVELOPMENT.** LWI will assist the state to prioritize local and regional CDBG-MIT projects which increase long term community resiliency.
- MANAGEMENT.** Effective management of LWI technical advisory group’s planning and project priorities will result in a plan that reflects the state hazard mitigation plan and local needs.
- FUNDING.** Planning initiatives will assist the state to effectively maximize and leverage \$1.2 billion in CDBG-MIT funding.
- CAPABILITY AND CAPACITY.** Planning activities will assist the state to evaluate the need for additional watershed education and/or workforce training as well as the need to create legislative initiatives and outreach activities.

Project Reference #2

City of Columbia, South Carolina FEMA Public Assistance and Hazard Mitigation Program DR-4241, Severe Storms & Flooding, Oct 2015 Columbia, South Carolina

Within several days of the flood event, Plexos began serving as the program manager of a 90-day emergency contract to manage the City of Columbia’s response and early recovery efforts. After the initial response, Plexos assisted the city with establishing the foundation for long-term recovery and mitigation efforts.

Currently, we have several FEMA Public Assistance projects open, including the levee repair. Plexos is currently working on the city’s hazard mitigation projects and Cost Reasonable Analysis for emergency services as well as with the city engineering department for compliance and oversight of federal funding.

Plexos accomplishments include the following:

- Assisting the city with the identification of recovery and mitigation projects, development of strategies to leverage federal funding, and program management for Public Assistance and hazard mitigation projects.
- Writing damage assessments and providing engineering estimates to repair the damaged infrastructure under Category D FEMA PA reimbursement for the Columbia Canal and 10 MW Hydroelectric facilities in order to restore electrical and water facilities within the city.
- Securing \$5.7 million within the first 30 days in FEMA obligated funding for expedited emergency response costs, including Debris Removal and Emergency Protective Measures.
- Identifying more than \$290 million in damages for recovery projects which are currently in various stages of recovery.
- Establishing ongoing communications with several federal agencies (EPA, NRCS, FEMA, and USACE) to ensure that debris removal in city waterways was compliant and eligible for reimbursement.
- Establishing a Program Management Office within a week of the flood event and continuously staffing the office throughout the response and recovery.
- Assisting with writing the RFQ’s to hire design engineers and to manage the design teams to ensure scope of work was eligible for reimbursement.
- Capturing data from the state-executed sheltering plan to propose a city-specific sheltering plan for future emergencies, while also identifying funding sources and non-profit partners for proposed future sheltering operations.

Project Dates

2015 to present

Program Funding

\$334 million (Public Assistance)
\$18 million (Hazard Mitigation)

Reference Information

Missy Caughman
Director
City of Columbia
macaughman@columbiasc.net
(803) 545-3201



- Confirming that city procurement policies met federal standards (2 CFR Part 200) and validating that documentation for each project was sufficient.
- Providing training to the city regarding Anti-Fraud, Waste, and Abuse policies and procedures.
- Completing inspections and damage assessments upon request
- Consulting on demolition and construction cost estimation, engineering technical assessments or to review city-prepared proposals.
- Providing internal audit expertise to the city to ensure that all financial reporting and supporting documentation for projects meet or exceed FEMA/HUD requirements.
- Consulting with stakeholders to demonstrate the importance of reasonable cost-sharing mechanisms.

Relevance to the City of Galveston

- ✓ **APPLICATION DEVELOPMENT.** Comprehensive data collection was critical in the identification of eligible recovery projects, evaluation of project alternatives, and leveraging of federal funding in the city.
- ✓ **PROJECT DEVELOPMENT.** Engagement of federal, state, and local partners ensured that projects were designed to meet federal requirements and effectively leveraged available funding.
- ✓ **MANAGEMENT.** Establishment of a PMO within one week of flood event and continual staffing of operations contributed to successful response and recovery efforts.
- ✓ **FUNDING.** Cost-sharing initiatives, as well as the identification of strategies for the leveraging of funding is critical to the city's long-term recovery plan.
- ✓ **CAPABILITY AND CAPACITY.** Supplemental staff provided the city with the personnel, skills, and tools necessary to effectively carry out immediate response, recovery, and mitigation activities.

Project Reference #3

City of Columbia, South Carolina HUD CDBG-DR Program

DR-4241, Severe Storms & Flooding, Oct 2015
Columbia, South Carolina

Plexos developed the City of Columbia’s Risk Assessment, Pre-Award Implementation Plan and CDBG-DR Action Plan for \$26 million in federal funding. We are currently providing technical assistance to the city, which includes subsequent amendments to the Action Plan.

As part of the update process, Plexos recently completed the fifth amendment to the Action Plan in order to reallocate CDBG-DR funding to address additional unmet recovery needs that have been identified by the city.

- The most significant shift in funding was the decrease of the \$3.9 million allocation for the Canal Head Gates project in order to provide additional funding for the completion of the Columbia Homeowner Assistance Program (CHAP) and Minor Repair Program (MRP).
- Program caps for assistance were also increased for CHAP and Small Rental Repair Program (SRRP).
- Action Plan Amendment 5 was approved by the U.S. Department of Housing and Urban Development on October 4, 2019. This amendment is posted to the city’s CDBG-DR website in both English and Spanish.

In addition to developing the APA, two new Task Orders are pending approval of the City of Columbia Community Development Department. Once approved, Plexos will assist the city to develop their annual Programmatic Agreement (PA) Section 106 report for submittal to the state of South Carolina State Historic Preservation Office (SHPO). In addition, Plexos will also be assisting with review of the city’s policies and procedures related to compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA).

Additional accomplishments include:

- Developing a Quality Assurance/ Quality Control program for all CDBG-DR programs for housing and economic development projects, including a quality assurance/quality control plan as well as compliance and monitoring checklists.

Project Dates

2015 to present

Program Funding

\$26 million

Reference Information

Missy Caughman

Director

City of Columbia

macaughman@columbiasc.net

(803) 545-3201

The City of Columbia’s Action Plan:

- Assesses the unmet needs of the city resulting from the October 2015 floods and describes the status of current CDBG-DR Programs
- Provides justification for the reallocation of funding and the creation of new programs to address unmet infrastructure and affordable housing needs
- Describes how the City of Columbia will comply with all applicable rules and regulations in administration of the CDBG-DR funding granted by HUD



- Conducting training regarding engineering and construction management.
- Training city CDBG-DR staff and departmental heads to ensure that program operations were fully staffed and operational

Relevance to the City of Galveston

- ✓ **APPLICATION AND PROJECT DEVELOPMENT.** Plexos development of the city's HMGP application and CDBG-DR Action Plan, which received HUD approval of CDBG-DR funds as match, resulted in the buyout of 21 properties in flood hazard areas.
- ✓ **MANAGEMENT.** Development of program policies and robust QA/QC processes enabled the city to manage the match program in compliance with HMGP and CDBG-DR requirements.
- ✓ **FUNDING.** Obtained approval of a total of \$1.5 million in CDBG-DR funding to cover the 25% match requirements for the Buyout Program.
- ✓ **CAPABILITY AND CAPACITY.** Supplemental case management services provided the city with the expertise and capacity to determine program eligibility, complete duplication of benefit analysis, and document match requirements for the HMGP Buyout Program.



Project Reference #4

North Carolina Emergency Management (NCEM, now NCORR)

HUD CDBG-DR Program

DR-4285, Hurricane Matthew Recovery, Oct 2016
Columbia, South Carolina

Plexos provided CDBG-DR Subject Matter Expertise (SME) and ongoing support to NCEM for a variety of CDBG-DR initiatives related to include housing, buyout/acquisition, infrastructure, environmental review, and financial management. In this role, Plexos developed the following:

- Action Plan Amendments (3 and 4)
- Re-design of the Single-Family Housing Manual
- Buyout and Acquisition Manual
- Uniform Relocation Assistance and Real Property Acquisition Act (URA) Manual
- Small Rental Repair Program Handbook and Application Form
- Change Control Board (CCB) Policies and Procedures

Project Dates

2018 to 2019

Program Funding

\$236.5 million

Reference Information

Lea Sabbag

Former Housing Director
North Carolina Emergency
Management (NCEM) (now
NCORR)

904-716-6542

Sabbag.lea@gmail.com



Relevance to the City of Galveston

- ✓ **APPLICATION AND PROJECT DEVELOPMENT.** Plexos assisted NCEM with program design, drafting of housing manuals, and development of application forms for the State of North Carolina Hurricane Matthew CDBG-DR Multi-Family and Small Rental Repair Programs.
- ✓ **MANAGEMENT.** Developed Action Plan Amendments and assisted with the revision of all program Policies and Procedures for CDBG-DR housing and infrastructure programs.
- ✓ **FUNDING.** Assisted NCEM with the allocation and tracking of CDBG-DR funds for all Hurricane Matthew CDBG-DR programs.
- ✓ **CAPABILITY AND CAPACITY.** Provided Subject Matter Expertise for all aspects of CDBG-DR program management and Project Management Office (PMO) operations.

E. FIRM HISTORY, CAPACITY, AND EXPERIENCE

Plexos Group, L.L.C. has provided program management services supporting short- and long-term disaster recovery programs exceeding \$26 billion. The experience of Plexos Executive Leadership exceeds 200 years and includes expertise in emergency management, recovery, and mitigation. The experience of the highly skilled proposed Project Team for this effort exceeds 160 years of disaster recovery.

About Plexos Group, L.L.C.

History of the Firm

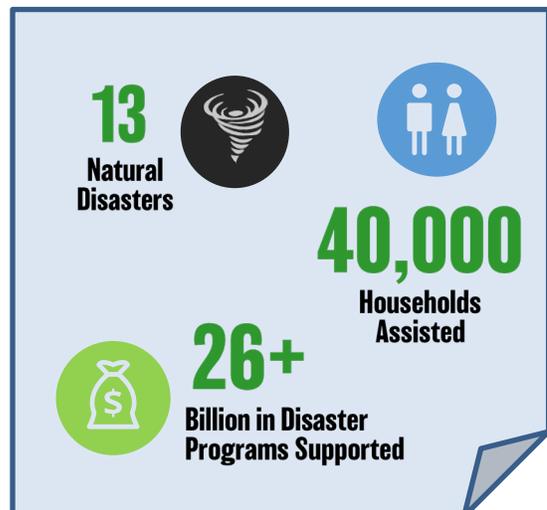


Formed in 2012, Plexos Group, L.L.C. ("Plexos") is a privately held limited liability company which is centered on people, processes, and technology. Plexos is uniquely positioned to assist and provide executive level consulting regarding long-term recovery based on large disaster recovery operations such as Hurricane Katrina, Superstorm Sandy, and as recently as Hurricanes Irma and Maria in the United States Virgin Islands and Puerto Rico.

As a company, Plexos has provided planning, emergency response, and recovery operations for state, territorial, and local governments resulting from 13 disasters and has supported the management of large-scale recovery operations totaling more than \$26 billion in federal funding.

Prior to Plexos, the Executive Leadership staff led disaster recovery efforts to include holding executive management positions, providing expert services to Fortune 500 companies, regularly testifying before state legislatures and Congress in support of Disaster Recovery process improvements, and providing expert guidance to foreign governments. This collective expertise in senior leadership positions prior to Plexos for the administration and completion of complex programs exceeded \$30 billion.

Plexos is managed by David F. Odom P.E., PMP, President and CEO; Kirk Fisher, COO and CFO; and Paul W. Rainwater, Chief Strategy Officer. Corporate headquarters are in Baton Rouge, Louisiana with office locations in Texas, Boston, Florida, New Orleans, Alabama, New York, and Puerto Rico.



Subcontractor



CDR | **MAGUIRE**

CDR Maguire, Inc. was founded in 1938 on the principle of providing personalized consulting engineering service. Their multi-disciplinary workforce, consisting of more than 200 employees, is currently managing \$2 billion of construction value for government clients. They are a full-service, multi-disciplinary Emergency Management and Transportation Engineering firm with over 200 employees, and offices in Texas, Florida, Colorado, Pennsylvania, Rhode Island, Massachusetts, Connecticut and the U.S. Virgin Islands. Their corporate headquarters are in Miami, FL. Our commitment to excellence, combined with our responsiveness, has gained us an outstanding reputation in the field of emergency management and more importantly, the trust and confidence of our clients.

Capacity to Perform

Plexos is proposing a team that combines highly specialized individuals with more than twenty-three (23) years of CDBG experience to assist the City of Galveston in the development of applications and projects as well as the implementation and management of CDBG-MIT programs funded through the U.S. Department of Housing and Urban Development (HUD). In addition, we are well-positioned to supplement Galveston's existing personnel resources to ensure effective implementation of programs and policies outlined in the approved Action Plan.

Plexos service offerings include CDBG-DR and hazard mitigation subject matter expertise, including but not limited to the following:

- Pre- and Post-Disaster Recovery planning, response, and recovery initiatives;
- Development of CDBG-DR action plans and amendments;
- HUD and FEMA grants management and administration (to include financial management, procurement, and audit response);
- Tier I and Tier II reviews and management of environmental remediation services;
- Design and management of single-family and multi-family housing rehabilitation, reconstruction, and elevation programs;
- Buyout and Acquisition Programs (including the designation of Disaster Risk Reduction Areas);
- Development and management of large-scale infrastructure projects jointly funded by HUD and FEMA; Uniform Relocation Assistance and Real Property Acquisition Act (URA);

Collectively, the resumes of the proposed Plexos Team fully demonstrate the ability to carry out all services required in the scope of services section of Request for Proposal Number 20-11 for CDBG-MIT Administrative Services.

Lara Robertson, AICP, Project Manager and SME, has more than 23 years of CDBG experience and has been responsible for the management of the largest CDBG-DR and FEMA funded housing

and elevation programs. During her career, Lara has provided management and SME support for over \$22 billion in CDBG-DR and FEMA funds, covering 13 disasters, for 8 grantees.

Richard Gray, Infrastructure and Compliance SME, has more than 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance for the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR infrastructure and community facility projects exceeding \$15 billion in funding.

Anil Desa, PE, Project Development and Management, has more than 27 years of engineering, project development, and grant management experience successfully directing multi-disciplinary teams for FEMA, and CDBG-DR funded infrastructure projects in Louisiana, Mississippi, and South Carolina.

Tina Hauk, Environmental Services, has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58). Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana.

Kim Flowers, Grant Administration/Mitigation SME, has more than 22 years of emergency management and recovery experience. This experience includes 13 years of managing CDBG-DR and FEMA HMGP funded programs in the states of Louisiana, New York, New Jersey, Georgia, and Florida as well as the territory of Puerto Rico.

Parker Cole, Construction Manager, has more than 15 years of construction management experience with a focus on overall operations, quality control, and optimizing program processes for CDBG-DR and FEMA funded programs. He has provided his expertise to the states of Texas, Louisiana, New York, New Jersey and the territory of the U.S. Virgin Islands.

George Duffee-Braun, Finance Manager, has more than 40 years of CEO experience and 15 years of CDBG-DR financial management experience. He was personally responsible for the disbursement and reconciliation of over \$9 billion in CDBG-DR funding without HUD concerns or findings during the State of Louisiana's recovery from Hurricanes Katrina and Rita.

David Welker, Anti-Fraud, Waste, and Abuse SME has extensive law enforcement expertise and anti-fraud experience resulting from the establishment and operation of the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program* and management of the fraud team for the \$230 million *U.S. Virgin Islands Emergency Home Repairs STEP program*.

Jared George, Project Manager, has **24 years** of experience managing public-sector finances and overseeing accounting projects for governmental agencies and **14 years** of disaster recovery projects including CDBG-DR, FEMA PA and HMGP in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas.

Sharon K.M. Bedasee, Project Manager, has **16 years** of hazard mitigation planning and emergency management experience. The majority of her experience is with the U.S. Department of Homeland Security — FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training state and local applicants on how to apply for HMGP using the BCS Module Template.

Kenny Frank Day, PE, has more than 45 years of public and private experience and has served as Florida Department of Transportation's (FDOT) Recovery Manager from 1995-2005. Most recently, he was a project manager for Hurricane Michael in the Florida Panhandle for FDOT.

Resumes are in *Section C. Statement of Qualifications*.

Plexos has supported the management of more than \$11 billion in CDBG-DR programs in various capacities at state and local levels of government for Louisiana, Texas, New York, New Jersey, North Carolina, South Carolina, Florida, and Puerto Rico.

Statement of Resources

Plexos employs over 100 personnel serving in disaster recovery fields such as All Hazards Planning, FEMA Public Assistance and Hazard Mitigation, CDBG-DR, Case Workers, Cost Estimators, Housing Inspectors, QA/QC, Finance, etc. Under this contract, Plexos will staff in accordance with the City of Galveston requirements and have the capacity to expand or reduce based on the needs of the city.

Additionally, Plexos has a standing tradition to engage local resources in the disaster recovery effort. In all cases, we have sought the assistance of local staffing agencies to occupy non-technical positions as a way of having local citizens participate in the recovery. Moreover, we fully engage with the community and make every attempt to employ local citizens who may have lost their employment due to the disaster.

Related Experience

FEMA and HUD CDBG-DR Experience

The Plexos Team has an unprecedented level of expertise at federal, state, and local levels managing projects funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). We offer the full spectrum of disaster recovery services, from pre-disaster planning, program development and management, and project close out.

As a company, Plexos has provided planning, emergency response, and recovery operations for state, territorial, and local governments resulting from **13 disasters** and has supported the management of large-scale recovery operations totaling more than **\$26 billion** in federal funding. Our team includes qualified professionals who have worked side-by-side with the U.S. Department of Housing and Urban Development, FEMA Regions II, IV, VI and VII, and many state and local emergency management officials before, during and after disasters.

State agency engagements include the Texas Department of Emergency Management (TDEM), Texas General Land Office (GLO), Louisiana Office of Community Development – Disaster Recovery

The Right Relationships

- ✓ U.S. Department of Housing and Urban Development (**HUD**)
- ✓ HUD Office of Inspector General (**OIG**)
- ✓ The Office of Management and Budget (**OMB**)
- ✓ U.S. Government Accountability Office (**GAO**)
- ✓ Federal Emergency Management Agency (**FEMA**) **Regions II, IV, VI, and VII**
- ✓ U.S. Department of Homeland Security (**DHS**)
- ✓ **DHS OIG**
- ✓ U.S. Army Corps of Engineers (**USACE**)
- ✓ Natural Resources Conservation Service (**NRCS**)

Unit (OCD DRU), Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), South Carolina Emergency Management Division (SCEMD), North Carolina Governor’s Office of Recovery and Resiliency (NCORR), New York Governor’s Office of Storm Recovery (GOSR), the Territories of the U.S. Virgin Islands and Puerto Rico, and many others.

Recent and Relevant Experience

Some of Plexos’ disaster recovery projects are reflected below:

2020	Louisiana Office of Community Development Disaster Recovery Unit	Louisiana Watershed Initiative Program— 2019 to present	\$1.2 Billion CDBG-MIT Funding
2020	City of Columbia, South Carolina Community Development Department	2015 Flooding, Columbia, South Carolina — 2015 to present	\$26 Million CDBG-DR Funding
2020	City of Columbia, South Carolina	2015 Flooding, Columbia, South Carolina — 2015 to present	\$352 Million FEMA Funding
2020	Puerto Rico Department of Housing	Home, Repair, Reconstruction, and Recovery (R3) Program— 2019 to present	\$2.18 Billion CDBG-DR Funding
2020	Texas General Land Office	Hurricane Harvey Recovery Program— 2018 to present	\$1.1 Billion CDBG-DR Funding
2020	Louisiana Office of Community Development Disaster Recovery Unit	Restore Louisiana Program— 2017 to present	\$1.8 Billion CDBG-DR Funding
2020	New Jersey Department of Community Affairs	New Jersey RREM Program— 2017 to present	\$1.34 Billion CDBG-DR Funding
2020	North Carolina Office of Recovery and Resiliency (NCORR)	RebuildNC Program— 2019 to present	\$422 Million CDBG-DR Funding
2020	New York Governor’s Office of Storm Recovery (GOSR)	NY Rising Programs— 2016 to present	\$2 Billion CDBG-DR Funding
2019	North Carolina Emergency Management (NCEM, now NCORR)	Hurricane Matthew Recovery— 2018 to 2019	\$236.5 Million CDBG-DR Funding
2017	New York City Housing Recovery Office	Build-it-Back Program— 2014 to 2017	\$1.4 Billion CDBG-DR Funding

Public Works / Infrastructure Experience

Our FEMA Public Assistance experience with the City of Columbia is fully described in *Section D. References* as Project Reference #2. This experience is directly related to the scope of services included in this RFP. Plexos has assisted the city with more than 20 FEMA Public Assistance projects, two Hazard Mitigation Grant Program projects, and one HUD CDBG-DR program. FEMA PA services provided include:

- Performing damage assessments
- Providing scopes of work
- Providing cost estimates
- Providing Benefit Cost Analyses for HMGP
- Assisting in procurement of A/E services
- Attending progress meetings
- Reviewing plans and bid documents
- Reviewing invoices
- Ensuring compliance with regulations

Related Experience

See *Section D. References* for complete project descriptions for similar projects.

As can be seen by reviewing the firm's experience and qualifications of Plexos personnel assigned to the Galveston project, Plexos has a deep bench of experts with over 160 years of collective expertise providing grant management services for both HUD and FEMA programs. The experience of our staff includes providing the full range of CDBG-MIT services from application development, project development of CDBG-MIT identified initiatives, program administration, and close-out.

More specifically, our proposal outlines the tasks and processes necessary to fulfill the city's needs as outlined in the RFP to include, but not be limited to, the following:

- Administrative Duties
- General Administrative Duties for Infrastructure
- Project Development and Management
- Environmental Services
- Construction Management

Plexos' approach to the Scope of Work is broken down by pre- and post-funding activities and specifically outlines the high-level tasks that are necessary to meet GLO requirements and achieve compliance with:

- HUD CDBG-MIT Federal Register Notice (84 FR 45838 published August 30, 2019)
- TX GLO CDBG-MIT Action Plan
- TX GLO CDBG-MIT Program Guidelines
- TX GLO and HUD Monitoring Checklists for cross-cutting requirements

Experience with the City of Columbia

Plexos has provided public assistance, housing and infrastructure services to the City of Columbia:

- ✓ **FEMA PA: \$334 million**
- ✓ HMGP: \$18 million
- ✓ CDBG-DR: \$26 million

CDBG Program Expertise

- CDBG-DR Mitigation and Disaster Recovery Grant Management
- CDBG-DR Action Plan Development and Amendments
- CDBG-DR Policies and Procedures: Infrastructure and Housing
- Buyout and Acquisition / Uniform Relocation Act (URA)
- Compliance and Monitoring
- QA/QC
- Capacity Building
- Technical Assistance
- Training



We Are Columbia



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F. METHODOLOGY

Pre-Funding Services

CDBG-MIT Project Identification

Upon project award, the Plexos Team will initiate a kick-off meeting with the City of Galveston to discuss the TX GLO and HUD requirements related to CDBG-MIT funding as outlined in the state’s approved Action Plan and program guidelines. In addition, our team will work with the city to finalize the list of potential projects to be submitted for CDBG-MIT funding.

Each identified project will be evaluated and ranked by the team to determine its “fundability”. This review includes an evaluation of the project to determine if HUD requirements for mitigation funding can be met as outlined in the Federal Register Notice and approved Action Plan. In general, these HUD requirements include, but are not limited to, the following:

- Meeting the definition of “mitigation” activities;
- Addressing current and future risks as identified in TX GLO’s Mitigation Needs Assessment of MID areas;
- Qualifying as a CDBG eligible activity; and
- Meeting a national objective, including additional criteria for mitigation activities and Covered Projects.

Projects will also be reviewed for effectiveness in advancing community resilience and will be assessed and ranked according to the following criteria:

- Impact to long-term community resilience;
- Alignment with other locally and regionally planned capital improvements; and
- Contribution in advancing community-level and regional planning for current and future disaster recovery efforts;
- Compatibility with other mitigation investments.

What is “Mitigation”?

For the purposes of the CDBG-MIT Federal Register Notice, mitigation activities are defined as those activities that increase resilience to disasters and:

- 1) reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, and
- 2) decrease the impact of future disasters

- Another factor that will be considered is the ability of each project to leverage CDBG-MIT funds with funding provided by other federal, state, local, private, and non-profit sources which is a priority of TX GLO due to the limited amount of CDBG-MIT funding available. In addition, the project will also be evaluated to ensure that it is sustainable for long term operation and maintenance.

Upon review, our team will meet with designated city representatives to review the results and rank projects for the TX GLO's competitive application process.

CDBG-MIT Competitive Application Development and Submittal

Plexos will develop CDBG-MIT applications for the City of Galveston based upon the city-approved project list in accordance with Federal Register Notice, TX GLO Action Plan and program guidelines. During this process, Plexos will ensure that all required forms, supporting documentation, and cost estimates are attached to the application and submitted by the applicable application deadline. In addition, Plexos will assist the city in the response to any follow up questions and/or requests for additional information during the application and funding process.

Once awarded, Plexos will assist the city to execute the Subrecipient Agreement with TX GLO by ensuring that the project Performance Statement, Budget, and Project Implementation Schedule are complete and accurately reflect the scope of work for the project. In conjunction with the execution of a Subrecipient Agreement, Plexos will assist the city to successfully launch approved project activities and obtain release of funds in accordance with TX GLO program guidance and *TX GLO CDBG-DR Implementation Manual*.

Post-Funding Services

Project Start-Up Activities

In order for the city to request the release of CDBG-MIT funding from TX GLO, Plexos will assist with the development and collection of all required project-start up documentation (also known as evidentiary materials) including, but not limited to, the items specified in the *TX GLO CDBG-DR Implementation Manual* as shown in Figure 1. Prior to the launch of each project or program, Plexos will also assist the city to put systems in place that will enable the tracking and reporting of all project activities as required by the Subrecipient Agreement with TX GLO and DRGR reporting system.

As part of this effort, Plexos will establish a Project Management Plan which will assist the city to manage projects in accordance with established requirements, financial and project performance projections. In addition, Plexos will establish a record-keeping and filing system to document all required project documentation for review and monitoring by TX GLO, HUD, and HUD OIG. Supplemental to this effort, Plexos will also assist the city to establish effective grant management procedures and complete the environmental review process in order to obtain a release of funds.

Required project start-up documentation is listed in **Figure 1**.

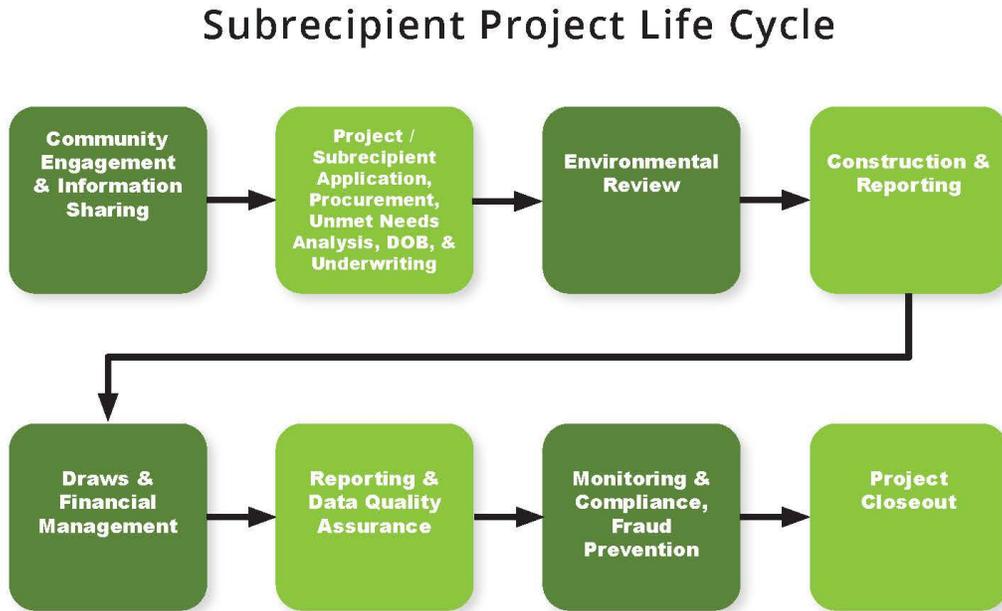
Figure 1. Plexos is experienced with providing all required start-up documentation.

Required Project Start-up Documentation

- Comprehensive Annual Financial Report/Independent Auditor’s report;
- Environmental Exemption Form for Professional Services;
- Depository/Authorized Signatories Designation Form;
- Resolution Authorizing Signatories;
- Proof of Insurance Coverage – Fidelity Bonding, if applicable;
- Direct Deposit Authorization;
- Texas Identification Number (TIN), if applicable;
- Adopted Financial Policies and Procedures;
- Adopted Procurement Policies and Procedures;
- Financial Interest Report for Engineering services, if applicable;
- Financial Interest Report for Project Delivery services, if applicable;
- Financial Interest Report for Environmental services, if applicable;
- Initial Real Property Acquisition Report;
- Appointment of Labor Standards Officer;
- Appointment of Civil Rights Officer (EEO/FH/Section 504);
- Appointment of Section 3 Coordinator;
- Citizen Participation Plan including complaint and grievances procedures;
- Nondiscrimination/Equal Employment Opportunity Policy;
- Policy and notice of nondiscrimination on basis of handicapped status;
- Excessive Force Policy;
- Section 3 Policy;
- Section 504 Self-Evaluation Review;
- Section 504 Grievance Procedures;
- Civil Rights Resolution regarding Citizen Participation, Section 3, Excessive Force, Section 504 Policy and Grievance Procedures, and Fair Housing Policy;
- Civil Rights Notices; and
- Fair Housing Activity documentation.

A general flow chart of the subrecipient grant award, implementation, and closeout process is shown in **Figure 2**.

Figure 2. This flow chart represents the project life cycle of a subrecipient’s grant award as shown in the TX GLO CDBG-DR Implementation Manual.



Grant Administration Services—General

a) Administrative Duties

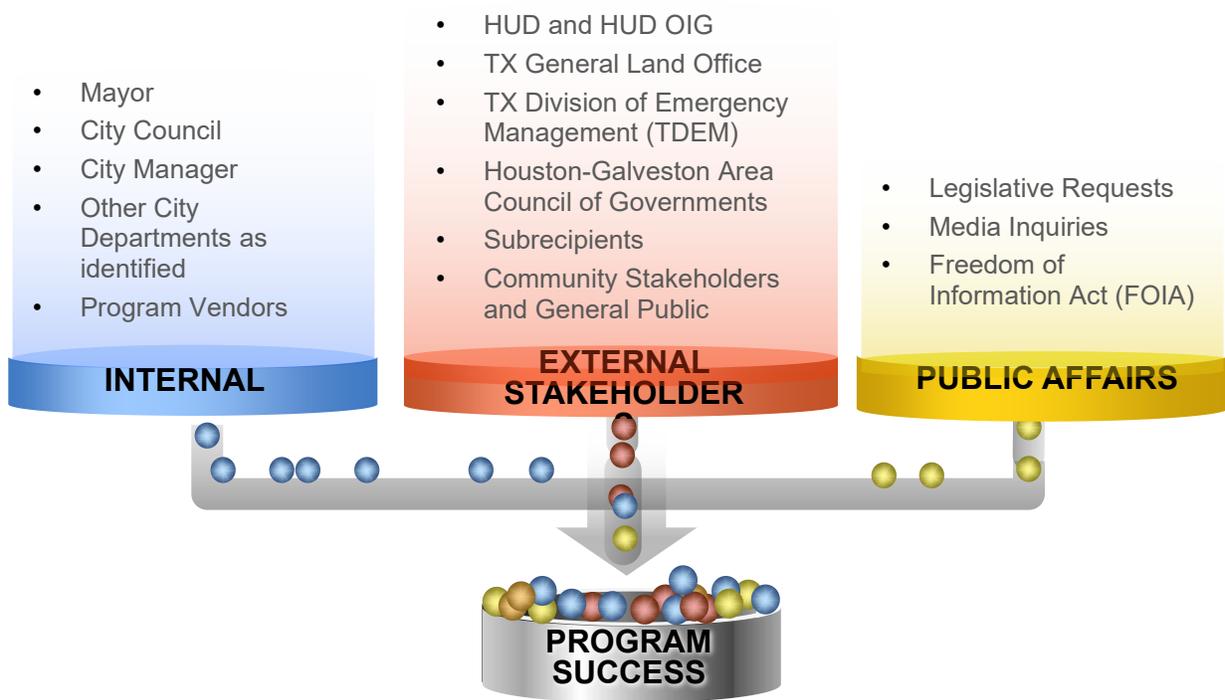
- i. Coordinate, as necessary, between sub-recipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.

During the life cycle of the grant, Plexos staff will coordinate the development and implementation of city projects with city staff, departmental heads, as well as other agencies and subcontractors to ensure that projects that are submitted and approved for funding meet all HUD and TX GLO requirements. Coordination of project activities is expected to include, but is not limited to, the following (as shown in **Figure 3**):

- Mayor and City Manager’s Office
- City Departmental Heads (Finance, Engineering, Legal)
- City Contractors and subcontractors (Engineering, Architectural, Construction, etc.)
- Federal Agencies (HUD, FEMA, SBA, etc.)

- TX General Land Office (GLO)
- TX Division of Emergency Management (TDEM)
- Houston-Galveston Area Council (HGAC) and other regional agencies
- Community Stakeholders and the Public

Figure 3. Plexos understands that a successful program requires coordination of project activities and collaboration with internal and external stakeholders.



ii. May assist in public hearings.

As required and requested, Plexos staff will conduct outreach, facilitate community meetings, and attend all required public hearings. Attendance at meetings includes the development of presentation materials and handouts as necessary and appropriate. All meeting spaces and materials will meet Section 504 requirements so that they are readily accessible to the public or are made available upon request.

iii. Will work with GLO's system of record.

Once the CDBG-MIT contract is awarded, Plexos work with TX GLO to obtain training (including user manuals), access, and adequate user permissions for the CDBG-MIT system of record. As a part of this process, TX GLO will be provided with a list of Plexos personnel who will require access to the system in order to submit and upload all documentation during the life cycle of a project.

Prior to being provided access to GLO’s system of record, all Plexos staff will be required to review and acknowledge policies related to the IT Acceptable Uses, Confidentiality, and Protection of Personally Identifiable Information (PII).

Plexos staff will also receive internal training on GLO’s system so that they can proficiently perform each job function in an efficient manner. Ongoing training will also be provided as updates to the system and/or business requirements occur.

During the course of program operations, all staff must adhere to internal Plexos performance standards which require the upload of all required documentation within 24 hours of receipt/completion, unless more stringent metrics are required by the TX GLO and/or the City of Galveston. In addition, all data entered into the system of record will be subject to review as part of the project QA/QC process.

iv. Provide monthly project status updates.

Monthly project status updates will be provided in a written format approved by the city by the end of the first calendar week of each month. In addition to written monthly reports, project personnel will maintain regular communication with designated city personnel via weekly meetings, email, and other written correspondence. Plexos project personnel will also provide regular reports to the city council as necessary and appropriate. Additional reports will also be provided to the city as required in order to assist TX GLO with HUD Disaster Recovery Grant Reporting (DRGR) requirements and any other program inquiries.

v. Funding release will be based on deliverables identified in the contract.

Upon award, Plexos will develop a Project Management Plan outlining all contractual deliverables, timeframes for completion, and payment milestones. Once approved by the city, Plexos financial staff will monitor project deliverables and submit invoices at agreed upon payment milestones as project activities are completed. During this process, our staff will meet with the Director of the City Finance Department and/or other city designated personnel to obtain guidance regarding preferred invoicing formats and documentation. All invoices will be accompanied by source documentation as required by the city and 2 CFR Part 200.

vi. Labor and procurement duties.

Projects financed with CDBG-DR/CDBG-MIT funding require that certain procedures be followed in order to comply fully with applicable federal and state requirements. For example, federal and state labor standards require grantees, subrecipients, and contractors to meet and document compliance with certain rules associated with the employment

Responsible access to the TX GLO System of Record

Prior to receiving access, all Plexos staff will be required to review and acknowledge Plexos policies related to:

- IT Acceptable Uses
- Confidentiality
- Protection of Personally Identifiable Information (PII)

Plexos has provided expertise in reporting and analytics for FEMA and HUD CDBG-DR programs including the Louisiana Restore Program, New York City Build-it-Back, and USVI Emergency Home Repair Program.

of workers. The Plexos Team has extensive experience with the policies and procedures that must be followed when undertaking construction projects, including bid preparation, monitoring and compliance in conformance with Davis Bacon and HUD equal opportunity requirements.

Upon contract award for applicable projects, Plexos' Labor Standards Officer (LSO) will work with the city in order to complete the *GLO required Appointment of Labor Standards Officer Form* which is required for all Subrecipient Agreements for construction related projects. The LSO will be responsible for the regulatory administration and enforcement of the federal labor standard provisions including, but not limited to, the following:

- Providing pre-construction advice and support to the city and other assigned project professionals (engineers, architects, etc.). This includes the preparation of compliant bid packages and coordination with project professionals to write bid specifications that provide a clear and accurate description of technical requirements for materials and products to be provided.
- Pre-bid support also includes obtaining the proper Davis-Bacon prevailing wage rates and ensuring that the rates and all applicable provisions are incorporated into all construction bid documents, sample construction contracts, and subcontracts. In addition, the LSO will be responsible for validating that all contractors meet program licensing requirements and have not been debarred from work on federal projects.
- Post-award the LSO will be responsible for holding and documenting the pre-construction conference and monitoring labor standards compliance through regular site visits, conducting interviews with construction workers at the job site, and documenting the posting of applicable Davis-Bacon wage rate and Department of Labor's "Notice to All Employees". In addition, the LSO will review weekly payroll reports to ensure required wages are being paid in accordance with the contract.
- Oversight of any required enforcement actions that may be required. The LSO will also coordinate any contractor sanctions that may be necessary with appointed city personnel.

Regulatory and Program Compliance

Richard Gray,
Compliance and
Monitoring SME ...

- ☑ **More than 38 years** of CDBG and CDBG-DR compliance and monitoring experience
- ☑ **Former Director of Compliance with the State of Louisiana**
- ☑ **Responsible for compliance and monitoring more than 1,400 CDBG-DR projects exceeding \$15 billion** in federal funds

vii. Financial duties:

a) *Prepare and submit all required reports (Financial Interest, etc.)*

Effective financial management is required for almost all phases of CDBG-DR/CDBG-MIT programs. For this reason, it is important that all costs incurred or paid by the City of Galveston are necessary, reasonable, allowable, and allocable to the GLO funded project as governed HUD regulations, Federal Office of Management and Budget (OMB), and other federal, state, and local policies. In order to achieve compliance, our assigned Financial Manager, George Duffee-Braun, is well versed in the following federal and state regulations governing financial management and reporting:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR/CDBG-MIT program;
- 2 CFR § 200, including all of Subpart E Cost Principles;
- Uniform Grant Management Standards (UGMS) - Texas Comptroller of Public Accounts and guidance under 2 CFR § 200;
- Texas Local Government Code Chapter 171

In addition, it should be noted that Plexos Group financial staff have been responsible for financial management and reporting on CDBG-DR funded activities in response to most major disaster recovery projects since Hurricane Katrina. As a result, George Duffee-Braun has over 15 years of CDBG-DR financial management experience and has been personally responsible for the disbursement and reconciliation of over \$9 billion in CDBG-DR funding without HUD concerns or findings. His expertise will ensure that each city CDBG-MIT funded project is compliant through the implementation of effective financial controls and program operations. In his role, he will be responsible for tracking all program data, financial performance, and reporting. Financial reporting will include, but is not limited to, the following:

- Reconciliations of funding, expenditures, and program income;
- Management of contracts, purchase agreements and payments;
- Preparation and submittal of draw requests;

George Duffee-Braun,
Proposed Financial Manager

- 15 years** of CDBG-DR financial management experience
- Well versed in state and federal financial management and reporting including **Texas-specific regulations**
- Personally responsible for the disbursement and reconciliation of more than **\$9 billion with NO HUD findings**

- Collection and reporting of all financial data as required for GLO's quarterly (QPR) as well as annual and other required reports; and
- Compliance with Section 3 and M/WBE reporting requirements.

b) Assist sub-recipient with the procurement of audit services.

Plexos Group team members have assisted grantees and subrecipients in responding to financial audits covering over \$9 billion CDBG grants and over \$14 billion in settlement funds for the BP Oil Spill. These audits and monitoring activities have resulted in no significant findings. As such, Plexos Group is fully prepared to assist the city in the procurement of audit services that will address the requirements of CDBG-MIT funding as well as 2 CFR Part 200.

In addition, Plexos will assist the city to ensure that an Audit Certification Form (ACF) is submitted to GLO within 60 days after the end of each fiscal year in which the city has an open Subrecipient Agreement and initiating audit activities. Supplemental to these efforts, Plexos will also assist the city to:

- Coordinate written responses to any management decisions by GLO resulting from a single-audit report involving CDBG-MIT funding;
- Conduct follow-up for any corrective action that may be identified by GLO until the finding is resolved.

c) Assist sub-recipient in establishing and maintaining a bank account for disaster recovery funds.

With experience in multiple disaster recovery programs over the last 10+ years, Plexos Group has the expertise required to assist the City of Galveston to open/maintain project bank accounts, track and reconcile payments as well as provide accurate financial reporting on the use of the city's mitigation funds. This includes any leveraged funding that supplements CDBG-MIT funded projects.

As part of our financial services, Plexos will set up the city's project account and accounting system to:

- Provide distinct accounting information for separate eligible activities;
- Accurately reflect and record all project encumbrances/obligations against distinct line items:

Audit Services Expertise

Plexos team members have assisted grantees and subrecipients in responding to audits covering more than \$9 billion CDBG grants and more than \$14 billion in settlement funds for the BP Oil Spill.

Lara Robertson, AICP, Project Manager

23 years of managing HUD programs in compliance with:

- Section 504**
- Equal Employment Opportunity, and**
- Fair Housing Requirements**

- Effectively track each grant award, unobligated balances, assets, liabilities, expenditures, program income, and any interest, if applicable. Plexos will also assist with the development and submittal of any applicable Financial Interest Report (s).

d) Implementation and coordination of Section 504 requirements.

Section 504 compliance has been an integral part of each CDBG-DR/CDBG-MIT program that Plexos has managed or provided program services during implementation. Lara Robertson, Project Manager, has over 23 years of experience managing HUD programs in compliance with Section 504, Equal Employment Opportunity, and Fair Housing requirements.

As part of CDBG-DR start-up activities, Plexos will assist the city to complete the following:

- Appointment of a Civil Rights Officer (EEO, FH, Section 504), if one has not already been designated;
- Conducting a Section 504 review and developing a Transition Plan, if necessary; and
- Development and adoption of Section 504 Grievance Policy and Procedures.

In addition, Plexos will ensure that all program/project activities such as outreach, completion of applications, case management, and construction meet Section 504 requirements by:

- Designating a Section 504 Coordinator for each program/project;
- Evaluating program/project facilities for ADA accessibility;
- Providing individuals with disabilities and limited English proficiency an equal opportunity to participate in the city's programs and services through the use of a TDD phone number and/or translators;
- Supplying appropriate auxiliary aids where necessary to ensure equal opportunity; and
- Ensuring that persons with disabilities have comparable access to and use of electronic information technology in compliance with federal Section 508 standards (which are supplemental to Section 504 requirements).

Richard Gray,
Compliance Subject
Matter Expert

- ☑ **38 years of CDBG- and CDBG-DR compliance and monitoring experience**
- ☑ **Former Director of Compliance for the State of Louisiana**
- ☑ **Responsible for compliance and monitoring of more than 1,400 CDBG-DR infrastructure and housing projects exceeding \$15 million in federal funding**

e) Program compliance

Program and/or project compliance and monitoring activities are on-going management control techniques that evaluate risk and assess the quality of a program over a period of time. Upon grant award, Plexos will develop Project Management and QA/QC Plans (to include review checklists) to ensure that all project procedures and policies meet CDBG-MIT, HUD, and GLO requirements. As part of this process, regular compliance reviews will be conducted with results provided to the city on a bi-weekly basis. These program reviews will be used to identify areas of non-compliance, recommend corrective actions, and implement improvements. Review checklists will be based upon the CDBG-MIT Federal Register Notice, HUD approved Action Plan, GLO Policies and monitoring checklists, and executed Subrecipient Agreement.

Richard Gray, Compliance Subject Matter Expert, has over 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance with the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR projects exceeding \$15 billion in federal funding. His expertise will be invaluable to the City of Galveston to ensure compliance of all program activities. In addition, he can be an invaluable resource during TX GLO and/or HUD monitoring of city CDBG-MIT projects.

f) Ensure that fraud prevention and abuse practices are in place and being implemented.

In addition to the Anti-Fraud, Waste, and Abuse (AFWA) efforts as outlined in Grant Administrative Services-Mitigation, Section a) viii, of this proposal, Plexos' financial manager will monitor internal controls and financial management activities to ensure compliance with 2 CFR Part 200. Any identified anomalies that warrant further review and/or investigation will be referred to David Welker for evaluation and coordination with the city and TX GLO as necessary.

g) Prepare and submit all closeout documents.

The closeout process is designed to ensure that CDBG-MIT activities have been completed and funds are expended in accordance with the city's Subrecipient Agreement, program policies, and federal requirements. This means that all financial, administrative, and performance issues related to the CDBG-MIT Subrecipient Agreement must be completed and any identified issues resolved to the satisfaction of GLO and HUD prior to final completion of program/project activities.

The closeout process is typically initiated when the following has occurred:

- All costs to be paid with CDBG-MIT funds have been expended and payment requests submitted, with the exception of closeout costs (final administrative and audit costs), and other costs approved in writing by GLO;
- The scope of work described in the city's approved Performance Statement has been completed; and
- All Subrecipient responsibilities covered by the grant agreement with GLO have been met.

Plexos fully recognizes that closeout does not begin at the end of the program. It is dependent on initial design and proper maintenance of records and reports throughout the life cycle of the

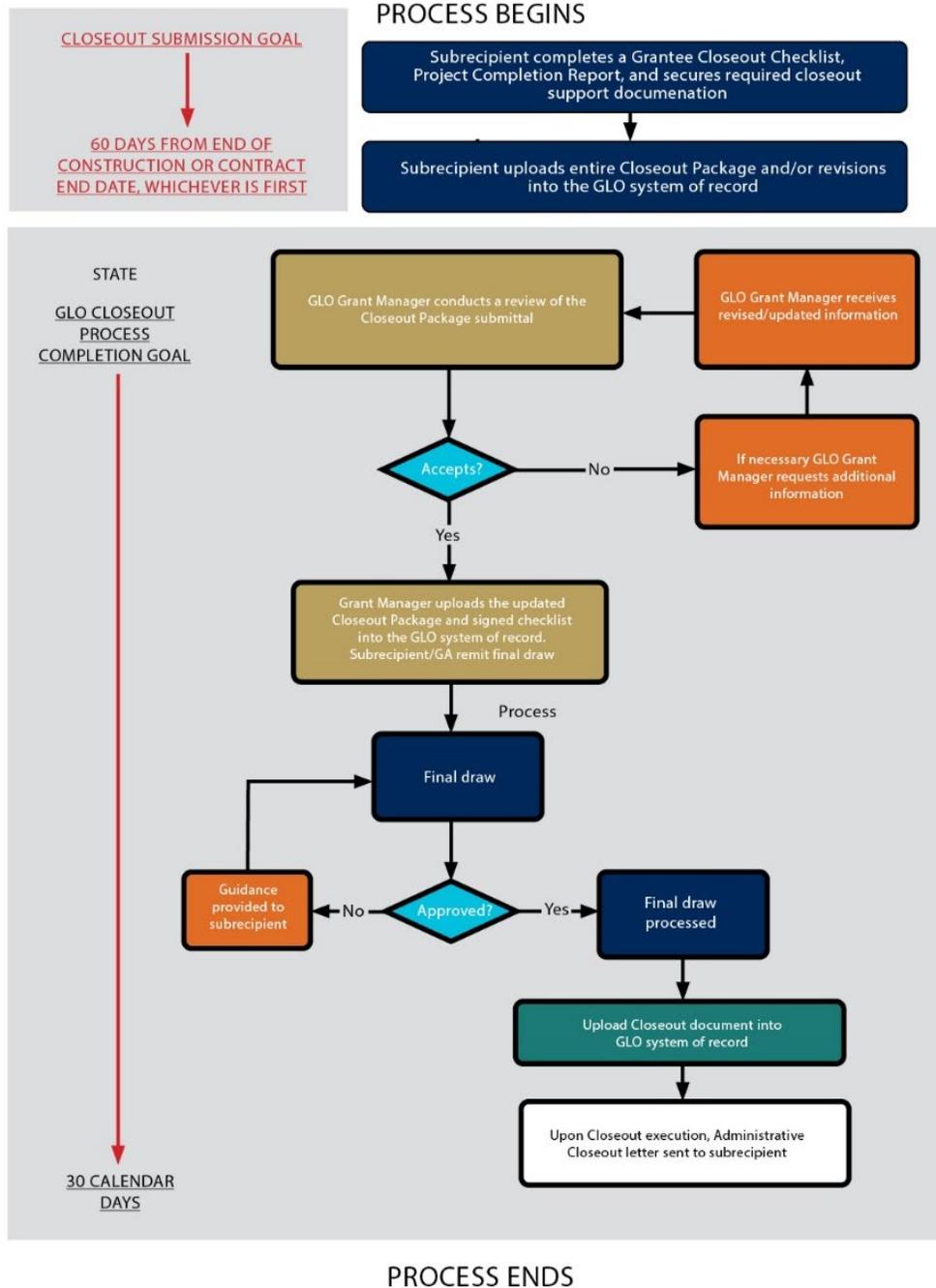
program. Plexos is not only experienced in HUD CDBG closeout procedures, it is prepared to meet GLO subrecipient requirements and will implement proactive procedures that will enable the timely closeout of program/project activities.

As part of the closeout process, Plexos will assist the city to:

- Develop and complete the Certificate of Expenditures (COE) documentation;
- Compile of the Final Financial Interest Report for all contracts executed under the CDBG-MIT Subrecipient Agreement;
- Complete final Beneficiary Detail Reports once all beneficiaries have been served by the project;
- Enter project activities, objectives, outcomes, and benefit indicators included in the Subrecipient Agreement Performance Statement;
- Develop final Project Map;
- Finalize and submit the GLO Grant Closeout Report (GCR) and all required supporting documentation within 60 calendar days after the city's Subrecipient Agreement end date (unless otherwise extended) or construction activities are completed;

Figure 4 depicts the GLO Closeout Process for Infrastructure Projects.

Figure 4. Texas GLO Closeout Process for infrastructure projects as shown in the TX GLO CDBG-DR Implementation Manual.



h) Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.

As previously referenced, Plexos will develop a Project Management Plan during the start-up phase of the contract. This plan will outline contractual timelines and performance measures (to include contract closeout provisions) for tracking and management by staff assigned to the city. Invoicing payment milestones and schedules to include the 60-day metric will be included as part of the plan.

- i) *Assist in preparation of contract revisions and supporting documents including but not limited to:*
 - *Amendments/modifications,*
 - *Change orders.*

As prime contractor and subcontractor on multiple disaster recovery programs, Plexos experts have designed and/or implemented contract amendment and change order processes for large-scale programs in Louisiana, New Jersey, New York, U.S. Virgin Islands, and Puerto Rico. In these roles, Plexos has prepared all necessary information to document the need for a change and has also participated in review teams assessing the need for and approval of contract amendments/modifications included in proposed change orders.

Plexos will assist the city to process and approve contractual amendments and change orders by developing processes to:

- Log and document receipt of change order requests and contractual modifications;
- Review of request to determine applicability and cost reasonableness;
- Guide preparation of change request forms;
- Distribute requests to appointed city personnel for approval;
- Monitor and document the approval process; and
- Distribute changes to designed program personnel, contractors, and/or subcontractors.

Plexos experts have designed and/or implemented contract amendments and change order processes for large-scale programs in Louisiana, New York, New Jersey, U.S. Virgin Islands and Puerto Rico.

b) Construction Management

- i. *The provider will assist the sub-recipient in submitting/setting up project applications in the GLO's system of record.*

As described in the Pre-Funding Services section of this proposal, Plexos will develop CDBG-MIT applications for the City of Galveston based upon the city-approved project list in accordance with *Federal Register Notice, TX GLO Action Plan* and program guidelines. During this process, Plexos will ensure that all required forms, supporting documentation, and cost estimates are attached to the application and submitted by the applicable application deadline as established by GLO.

Post-Funding Services for programs that include the identification and set-up of individual projects will also be entered into GLO system with all required documentation within 24 hours of receipt and/or completion. Prior to the upload of this documentation, QA/QC reviews will be performed in order to ensure that all information uploaded into the system is complete and accurate.

- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO’s program. If applications do not have the necessary forms, the provider may assist the sub-recipient by coordinating to acquire the necessary documentation.

Plexos will assist the City of Galveston to develop and compile all contract/bid packages meeting or exceeding GLO procurement policies, 2 CFR Part 200, and Davis Bacon requirements, if applicable. As part of this process, Plexos will also assist the city to develop independent pre-bid cost estimates meeting HUD procurement requirements in order to establish the cost reasonableness of submitted bids. In addition, bid packages will include all federally required “Statement of Assurances” outlining all cross-cutting federal requirements.

Non-residential construction bids or residential bids meeting HUD requirements (8 or more units) which are anticipated to exceed \$2,000 will be developed in compliance with Davis-Bacon requirements. As part of this process, Plexos’ Labor Standards Officer will utilize HUD’s Davis Bacon Bid Checklist and assist the city to:

- Coordinate development of technical requirements and independent pre-bid cost estimates with city engineer and/or architect;
- Obtain applicable wage decision for the project as established by the U.S. Department of Labor by type of work and construction work classifications. The LSO will also confirm the wage decision in the bid specifications 10 calendar days or less prior to the bid opening. The wage decision will be documented using the GLO 10-Day Confirmation Form.
- Ensure that the sample construction contract included in the bid package meets all procurement requirements, flow down provisions, and labor standards.

Bid Packages will be reviewed for completeness and accuracy prior to submitting them to the city for approval and posting. Once bids are submitted, the Plexos construction management team will assist the city during the bid opening and determining contractor eligibility for contract award (licensing and debarment). Documentation not submitted as part of the bid process (typically includes required insurance policies) will be compiled by the construction management team in

**Parker Cole,
Construction
Management Expertise**

- 15 years of construction management experience on disaster recovery programs**
- Performed thousands of inspections for disaster-damaged properties in Texas, Louisiana, New York, New Jersey, USVI**

conjunction with the Labor Standards Officer. All bid packages and submittals will be reviewed for completeness and documented in the city's procurement files and GLO system of record.

- iii. The provider may monitor, report, and evaluate contractor's performance; notify the sub-recipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

During the start-up phase of the project, the Plexos construction management team will develop Construction Management Standard Operating Procedures (SOPs) which will outline construction performance metrics, payment milestones, change order process, cure notifications procedures, and methodology to reassign construction work for noncompliance or lack of performance. In addition to the Construction Management SOPs, the construction management team will also develop a Contractor Scorecard SOP and point system to evaluate performance. The purpose of this SOP will be to monitor and measure contractor performance and inform the contractor selection process when work is assigned or bid. At periodic intervals during the program and/or project, Plexos will monitor and review the performance of contractors using the scorecard which will evaluate rate of project completion, construction durations, quality of workmanship, and compliance with program requirements to include Section 3 and M/WBE hiring and reporting.

- iv. The provider may assist the sub-recipient with project activity draws / close out.

In conjunction with the city's finance department, the Plexos Finance Manager will develop SOPs outlining the internal invoicing process as well as external procedures for Construction Contractors to request payment. These procedures will outline each step, include required payment and change order forms, and documentation. The construction management team will be responsible for verifying the amount and quality of completed work in advance of invoice approval.

Once all documentation is received, the Plexos Finance Manager will work with the city finance department to compile project draw requests by activity, track the payments, reconcile project funds, and initiate closeout once project activities are complete and all funds are expended. Closeout procedures will follow policies outlined in the *GLO CDBG-DR Implementation Manual*, unless otherwise amended for the CDBG-MIT program.

Construction Management Policy and Procedures Expertise

Lara Robertson AICP has **written** construction management policy and procedures manuals for New York and North Carolina, including:

- the complete construction management Standard Operating Procedures manual for GOSR's **NY Rising Programs** and NCORR's **RebuildNC Program**, and
- some of the sections for New York City's **Build-it-Back Program**

A QA/QC review will be completed prior to submittal of the closeout package to the city for review and approval.

- vi. The provider may assist the sub-recipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the sub-recipient by coordinating to acquire the necessary documentation.

As previously described in Section g. of this proposal, Plexos will assist the city to complete final draw requests and the following closeout activities:

- Develop and complete the Certificate of Expenditures (COE) documentation;
- Compile the Final Financial Interest Report for all contracts executed under the CDBG-MIT Subrecipient Agreement;
- Complete final Beneficiary Detail Reports once all beneficiaries have been served by the project;
- Enter project activities, objectives, outcomes, and benefit indicators included in the Subrecipient Agreement Performance Statement;
- Develop final Project Map;
- Finalize and submit the GLO Grant Closeout Report (GCR) and all required supporting documentation within 60 calendar days after the city's Subrecipient Agreement end date (unless otherwise extended) or construction activities are completed;

A QA/QC review will be completed prior to submittal of the closeout package to the city for review and approval.

- vii. The provider may assist the sub-recipient in developing Architectural and Engineering plans with guidance from the GLO.

Anil Desa, PE, Project Development and Management Expertise

- ☑ **27 years of engineering, project development, and grant management experience**
- ☑ **Successfully directed multi-disciplinary teams for FEMA and CDBG-DR projects in Louisiana, Mississippi, and South Carolina**

In addition to assisting the city in identifying and prioritizing projects for CDBG-MIT funding, Plexos will also provide expertise to the city in the preparation of conceptual plans, pre-bid cost estimates and construction milestone schedules in conjunction with TX GLO. As part of this process, Plexos' Project Development Manager will work with in conjunction with the city engineer to procure Architectural and Engineering (A/E) services. Upon award of A/E services, our engineer will:

- Prepare a schedule for design services, monitor A/E progress with regular meetings, and compare progress with baseline schedule.

- Assist the city to manage the selected A/E firms to ensure quality, timely designs in compliance with Local, State and Federal codes and regulations.
- Perform design reviews at preliminary design and final design milestones.
- Coordinate pre-bid cost estimates and required permitting.
- Review final bid documents for compliance with Federal procurement regulations.
- Coordinate with TX GLO as needed and required.

viii. Reassignment scope alignment (if necessary).

Based upon the change order and contractor evaluation SOPs (as outlined in Section iii of this proposal), Plexos' Project Development Manager will work with the construction management team to review each change order request to ensure that any proposed contract modifications and/or change orders are necessary and cost reasonable. In addition, Plexos will prepare independent cost estimates and validate Change Order costs. As part of this process, Plexos will make recommendations to the city for approval or modification of the requests or need for the reassignment of work. All contractual modifications and change orders will be retained in the city's project files and uploaded to the GLO system of record once complete and reviewed for accuracy.

Grant Administration Services—Mitigation

a) Administrative Duties

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.

Plexos will ensure Galveston compliance with all CDBG-MIT requirements by developing program policies and procedures for the city that reflect:

- HUD CDBG-MIT Federal Register Notice (84 FR 45838 published August 30, 2019).
- TX GLO CDBG-MIT Action Plan (currently pending HUD approval)
- TX GLO CDBG-MIT Program Guidelines

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities. TX GLO and HUD Monitoring Checklists for cross-cutting requirements.

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities.

In addition to compliant policies, the Plexos team will evaluate program risks and implement robust Quality Assurance and Quality Control (QA/QC) processes based upon CDBG-MIT requirements. Management of these processes include:

- Development of a Risk Assessment and QA/QC Plan (to include review checklists);
- Implementation of standardized operational reports for city management;
- Management of quality control reviews on processes and standard operating procedures resulting in data outputs and reports used to decrease errors and increase accuracy of project calculations/costs, scope, and duration; and
- Recommend process improvements and mitigation strategies for potential risk areas based upon extensive data analysis, reporting, and forecasting.

Kim Flowers, Grant Administration and Mitigation Subject Matter Expert

- 22 years of emergency management and recovery experience**
- 13 years managing CDBG-DR and FEMA HMGP programs in Louisiana, New York, New Jersey, Georgia, Florida, Puerto Rico**

ii. Assist subrecipient in establishing and maintaining financial processes.

The requirements for financial management systems and reporting are found in 24 CFR Part 85.20 for governmental subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving federal funds has a financial management system sufficient to:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities, including verification of the “reasonableness, allowability, and allocability” of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.
- Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

George Duffee-Braun, assigned Plexos Finance Manager, will ensure that all in 24 CFR Part 85.20 requirements are met in the following areas:

- internal controls,**
- accounting records,**
- allowable costs,**
- source documentation,**
- budget controls,**
- cash management,**
- financial reporting, and audits.**

- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

Where city financial processes for CDBG-MIT funding are already in place, they will be reviewed for compliance in meeting the HUD CDBG-MIT and state requirements. Where such processes do not yet exist or are not sufficiently documented, assistance will be provided to the city to develop and/or documenting financial processes in program SOPs for financial management.

iii. Obtain and maintain copies of the sub-recipient's most current contract including all related change requests, revisions and attachments.

Upon contract award, Plexos staff will set up a project filing system based upon standardized HUD checklists for compliance and monitoring. Depending upon the resources available to the city, the filing system will be maintained in a paper and electronic format. In addition, Plexos will upload all project documentation into the TX GLO system of record in accordance with system requirements and the state's CDBG-MIT guidance. In addition to the current Subrecipient Agreement, all project start up documentation (also known as evidentiary materials (as listed in the *Post-Funding Services* Section of the proposal) will be uploaded and maintained.

Contracts with all program/project contractors, change requests, amendments and documentation will also be maintained in an electronic and paper format unless otherwise directed by the city.

iv. Establish and maintain record keeping systems.

Accurate record keeping is crucial to the successful management of CDBG-DR/CDBG-MIT funded activities. Insufficient documentation could lead to monitoring findings and repayment of funds. As such, Plexos will maintain all required documentation with a project or activity from application to close out in order for TX GLO, HUD, and/or HUD OIG to monitor the program in a sequential and logical format which accurately reflects program performance. In addition, Plexos will upload all required data and documentation into the GLO system of record in accordance with program guidelines within 24 hours of receipt or completion.

Upon contract award, Plexos will work with the city to establish a CDBG-MIT Records Management Policy and defined file management structure in order to ensure that:

- There is a clearly defined process for acquiring, organizing, storing, retrieving, and reporting information for all CDBG-MIT program activities;
- Records for products and/or services delivered will be maintained in accordance with contract provisions and GLO policy;
- Documentation and reporting systems will meet HUD and GLO requirements;
- All staff responsible for recordkeeping and reporting are properly trained and supported;
- The requirement for the removal of duplicative records to streamline the recordkeeping and reporting process is incorporated into all standardized procedures; and

- To the extent feasible, records and reports will be automated (i.e., computerized and/or electronically stored) to make recordkeeping processes more efficient and easily retrievable.

Sample File Management Structure/Documentation List

Subrecipient Information

- Organizational chart;
- Final approved application for funding;
- Complete and signed Request for Federal Funding SF-424;
- Executed Subrecipient Agreement, amendments, revisions, and/or Technical Guidance Letters; and
- Program/Project Start Up or “Evidentiary Materials”.

General Administrative Records

- Personnel files, if applicable;
- GLO monitoring correspondence and responses;
- Pass-through entity agreements;
- Pass-through entity monitoring

Civil Rights, Fair Housing, EEO, Citizen Participation

- Citizen participation compliance documentation;
- Complaint policies and procedures;
- Fair Housing and Equal Opportunity records;
- Documentation of compliance with crosscutting requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint);
- Limited English Proficiency documentation;
- Outreach performed to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
- Job Creation/Retention reports

Internal Financial Records

- Financial policies and procedures;
- Budget;
- Accounting journals, ledgers & chart of accounts;
- Financial Source documentation (purchase orders, invoices, canceled checks);
- Real property & equipment inventory documentation;
- Draw requests and backup documentation;
- Financial reports;
- Audit reports and documentation;
- Relevant financial correspondence

Environmental

- Complete Environmental review records to include:
 - Public notices/publisher’s affidavit;
 - Coordination letters for/from other agencies;
 - Public comments;
 - Request for Release of Funds and Certification form;
 - Authority to Use Grant Funds form;
 - Documentation of compliance with other applicable laws/authorities;
 - Flood plain maps as necessary;

- Texas Historical Commission notification and response letters as appropriate;
- Other documentation identified by HUD or GLO Environmental staff;
- Environmental re-evaluations (if necessary);
- If applicable; Environmental exemption form titled “Exemption Determination for Activities Listed at 24 CFR 58.34” along with required 58.6 Compliance Checklist

Procurement and Draw Requests

- Procurement policies and procedures;
- Procurement of professional services files (advertisements, proposals/qualifications, contracts, etc.);
- Procurement of construction files (advertisements, bids, scoring, contracts, etc.);
- Bid rejection documentation;
- Bank account records (including program income records, if applicable);
- Draw requests;
- Original invoices;
- Meeting Minutes for invoice payment approval;
- Copies of payments;
- Human Resources Employee Personnel Records;
- Timesheets;
- Benefit Rates for employees; and
- Payroll records and reports

Reporting and Recordkeeping

- Local policies and procedures;
- Project/activity status;
- Project/activity eligibility and national objective;
- Characteristics and location of the beneficiaries, including race and ethnicity of beneficiaries; and
- Compliance with special program requirements (e.g. environmental review records)

Documenting Relationship to the Disaster

- Damage or building estimates for physical losses;
- Post-disaster analyses or assessments for economic or non-physical losses;
- Insurance claims; and
- FEMA data

Documenting Duplication of Benefits

- Verification of sources of assistance;
 - FEMA award letter;
 - Insurance letter;
 - SBA assistance/declined loans;
 - Calculation of CDBG-DR award; and
 - Subrogation agreement (or similar agreement)
-

v. Assist sub-recipient with resolving monitoring and audit findings.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, have over 6 decades of combined experience with compliance and monitoring of CDBG and CDBG-DR programs at the state and local level with HUD, HUD OIG, GAO, OMB, and legislative auditors. Our unprecedented experience of designing compliant programs, implementation of proactive QA/QC processes, monitoring preparation, and response will assist the city to successfully navigate the requirements of the CDBG-MIT program and TX GLO subrecipient monitoring efforts as well as minimize, if not eliminate, monitoring concerns or findings with the city's CDBG-MIT projects.

SMEs Lara Robertson and Richard Gray have more than 6 decades of combined compliance and monitoring experience of CDBG and CDBG-DR programs at the state and local level, including with HUD, HUD OIG, GAO, OMB, and legislative auditors.

vi. Serve as monitoring liaison.

Section v. above describes Plexos' monitoring and compliance capabilities. Both Lara Robertson and Richard Gray will serve as monitoring liaisons as required and directed by the City of Galveston.

vii. Assist sub-recipient with resolving third party claims, if encountered.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, will assist the city to resolve third-party claims if any arise from the implementation of CDBG-MIT programs/projects. As an expert in community development/redevelopment, Lara Robertson was engaged as an Expert Witness for the Cincinnati-Northern Kentucky International Airport for land acquisition cases involving the expansion of the airport. In this role, she was responsible for reviewing property claims, participating in depositions, and providing expert testimony during court proceedings. During her engagement, the airport board successfully resolved all court cases related to property acquisition and construction.

In addition to her expert testimony, Lara managed several non-voluntary CDBG redevelopment projects which required the acquisition of real property, construction easements, and rights-of-way

Easement and Land Acquisition SME

Lara has been engaged in successfully resolving many third-party claims:

- Expert Witness for the Cincinnati-Northern Kentucky International Airport land acquisition cases
- CDBG redevelopment projects involving the acquisition of real property, construction easements, and rights-of-way

in order to complete infrastructure and housing projects. Her expertise enabled cities and counties to eliminate blighting conditions and increase community resiliency.

viii. Report suspected fraud to the GLO.

During project start up activities, David Welker, will work with the city to develop or refine existing CDBG-MIT Anti-Fraud, Waste, and Abuse (AFWA) policies that are consistent with TX GLO AFWA policies and procedures. AFWA procedures usually include the process of assigning investigations, formats for investigative memos and referrals, reporting timelines, and requirements. Typical AFWA reporting formats include, but are not limited, to the following information:

- Date of the allegation or alleged incident
- Persons involved (individual reporting fraud, individual (s) or organization (s) accused of fraud, naming of other witnesses, etc.)
- Details of the allegation (project/program activity, type of alleged fraud, dollar amount involved, etc.)
- Date/Time period of the alleged fraud
- Location of the fraudulent activities

Mr. Welker’s law enforcement and AFWA experience with HUD and FEMA housing programs, in addition to other public and private sector work, will be an asset to the city if issues arise during the implementation of CDBG-MIT programs. His specific expertise includes the establishment and operation of the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program* and standing up the fraud team for the \$230 million *US Virgin Islands Emergency Home Repairs STEP program*. In his role he will work with the city and GLO-CDR staff to develop and review AFWA memos or reports as well as assist in their determination whether further investigation of an allegation is required, or additional corrective actions should be undertaken. In addition, he is available to work with the HUD Office of Inspector General (OIG) as necessary should referred cases require prosecution.

ix. Submit timely responses to the GLO requests for additional information.

Plexos personnel assigned to the Galveston CDBG-MIT program will acknowledge and/or respond to GLO requests for additional information within 24 hours of receiving an inquiry from the state. If responses require additional time for the collection of data and/or documentation, our staff will notify the city and GLO regarding the need for more time and reason for the delay within this same time period. All inquiries or Requests for Information (RFIs) from GLO will be memorialized in an RFI log and tracked until final resolution of the issue. In addition, all written correspondence and documentation will be retained for tracking and record keeping purposes. Responses related to

David Welker,
Anti-Fraud, Waste,
and Abuse (AFWA)
SME

- Established and operated the anti-fraud group for the \$12 billion *Deepwater Horizon Economic and Property Settlement Program***
- Stood up the fraud program for the \$230 million *USVI Emergency Home Repairs Program***

written complaints/grievances related to the city's CDBG-MIT programs will be monitored to ensure that the HUD 15-day response requirement is met.

x. Complete draw request forms and supporting documents.

Plexos' Financial Manager, George Duffee-Braun, has been responsible for the completion, submittal, and reconciliation of CDBG-DR draw requests totaling over \$9 billion of funding without any monitoring or audit findings. He will use this experience to assist the city in the development and implementation of financial policies and processes based upon Federal requirements, GLO policies and best practices utilized for disaster recovery programs similar in size. He will manage the draw request process and ensure that funds are expended and reconciled within federally prescribed timeframes.

xi. Perform any other administrative duty required to deliver the project.

Plexos personnel assigned to the City of Galveston can and have performed the full array of CDBG grant management functions from project application to close out. As part of this engagement, our staff can provide these services and/or assist the city to build local capacity to successfully perform all or a portion of Grant Management Services for the CBDG-MIT Program/Project (s).

In addition to the grant management services covered in this proposal (Administration, Project Development/Engineering, Environmental, Construction Management, Infrastructure and Anti-Fraud), additional services that Plexos can provide include, but are not limited to, the following:

- Development of Action Plans and Action Plan Amendments;
- Identification and submittal of HUD program waivers in order to streamline local recovery processes and/or expand program eligibility;
- Identification of supplemental funding sources to leverage CDBG allocations and use of CDBG as FEMA Match;
- Implementation of Duplication of Benefit (DOB) procedures and analysis in compliance with the Stafford Act;
- Management of Environmental Remediation Processes;
- Uniform Relocation Assistance and Real Property Acquisition Act (URA) Policies and Procedures;
- Buyout and Acquisition Policies and Procedures;
- Case Management;
- Fair Housing and EEO Compliance;
- Information Technology, Data Management, and Reporting;
- Change Management Controls and Processes, and
- Procurement and Contract Support.

General grants management services also include HUD CDBG-DR/CDBG-MIT training for city and program staff as required and requested by the city.

- xii. Utilize and assist with GLO’s system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

See Section iii [a] General Administrative Services] of this proposal. All Plexos staff will receive training on the use of GLO’s system of record in order to effectively perform job functions to include the completion of program milestones, submittal of documentation, draw requests, change orders, etc. In addition, our staff will work with the city to identify and provide feedback to GLO regarding existing IT business processes and any new system requirements needed to accommodate CDBG-MIT process flows and procedures.

- xiii. Submit change requests and all required documentation related to any change requests.

See Section i [a] General Administrative Duties] of this proposal regarding Plexos’ approach to reviewing and processing change order requests.

b) Acquisition Duties

- i. Submit acquisition reports and related documents.

CDBG-DR/MIT funded projects are subject to both the acquisition and relocation requirements of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* of 1970, 42 U.S.C. § 4601 et seq. (“URA”), and the federal regulations found in 49 C.F.R. Part 24 (See also Section 104(d) of the Housing and Community Development Act of 1974 and implementing rules at 24 CFR Part 42 regarding relocation assistance policies for HUD funded programs). The purpose of these requirements is to provide for uniform and equitable treatment of persons displaced from their homes, businesses or farms as a result of acquisition, rehabilitation, or demolition of real property for any phase of a Federal or federally funded project. The URA also establishes equitable land acquisition policies.

TX GLO requires all Subrecipients choosing to administer a Buyout or Acquisition program to create Program Guidelines using the GLO-CDR’s Buyout and Acquisition Guidelines Checklist and submit them for GLO-CDR approval. Once the guidelines are complete, GLO requires that the guidelines be made available locally for a thirty-day comment period.

Plexos will assist the city to meet TX GLO Buyout and/or Acquisition requirements, should the city decide to pursue the use of CDBG-MIT funding for these purposes.

We know Acquisition and URA...

Plexos SME Lara Robertson has developed policies for North Carolina, New York, and the City of Columbia:

- NCORRs *Buyout and Acquisition Manual*
- NCORR’s *URA and Optional Relocation Policies and Procedures*
- GOSRs *URA Anti-Displacement Plan and URA SOP*
- Updates to *City of Columbia’s URA Policies and Procedures*
- No URA findings from HUD after review and recommendations to GOSRs URA policies and procedures

ii. Establish acquisition files (if necessary).

As necessary, Galveston acquisition files will be established and maintained in accordance with the GLO and HUD checklists. Files will be organized in a logical and sequential order to facilitate ease of use during program operations and subrecipient monitoring by GLO and HUD. In general, acquisition files typically include the following documentation:

- URA Notifications
- Title Search, Clearance, and Policy (including property deed)
- Primary and Secondary Appraisals
- Duplication of Benefits documentation and analysis
- Written Statement of Just Compensation
- Written Offer to Purchase
- Tier II environmental review (prior to transfer)
- Contract of Sale
- HUD-1 Settlement Statement and other closing documentation
- Receipt of purchase price, list of disbursements, copies of cancelled checks
- Recordation of Deed
- Open/Greenspace Covenants, if applicable.
- Correspondence Log

iii. Complete acquisition activities (if necessary).

Although an acquisition program is not currently contemplated by the city, Lara Robertson, Project Manager, can provide the city with valuable experience in advancing buyout and acquisition activities if the city's CDBG-MIT priorities change to include these activities. She has 23 years of experience in designing, managing, and executing both voluntary and non-voluntary acquisition and redevelopment projects in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

In addition, Lara was instrumental in the launch and monitoring of the Road Home Corporation, which eventually became the **Louisiana Land Trust (LLT)**, the entity responsible for the receipt, maintenance, and disposition of almost **11,000 properties** damaged as a result of Hurricanes Katrina and Rita. Lara also conducted on-going state monitoring of a large CDBG-DR buyout project in New Orleans which involved the non-voluntary acquisition and relocation of approximately **240 households** purchased for the construction of the **VA Medical Hospital in New Orleans, LA**. Her vast experience gives her stakeholder insight and the ability to effectively manage these types of programs.

If undertaken, all acquisition activities utilizing CDBG-MIT funds will be completed in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), approved CDBG-MIT Action Plan, and TX GLO Acquisition Requirements. Prior to initiating program activities, Plexos will:

- Review existing or develop new Acquisition Policies and Procedures to include all required URA notifications, forms, and file checklists. Obtain approval from the city and GLO as required and necessary;
- Assist the city to obtain appraisal and legal services, if not already procured.
- Develop a QA/QC Plan and checklists for the acquisition program.
- Train assigned staff regarding program policies, process, and required documentation.

Unless otherwise instructed by the city, the CDBG-MIT acquisition program will mirror GLO's current process flow as shown in **Figure 5**. In addition, all required URA notices will be provided as required as shown in **Figure 6**.

Figure 5. This diagram reflects the process illustrated by the TX GLO for buyouts and acquisitions.

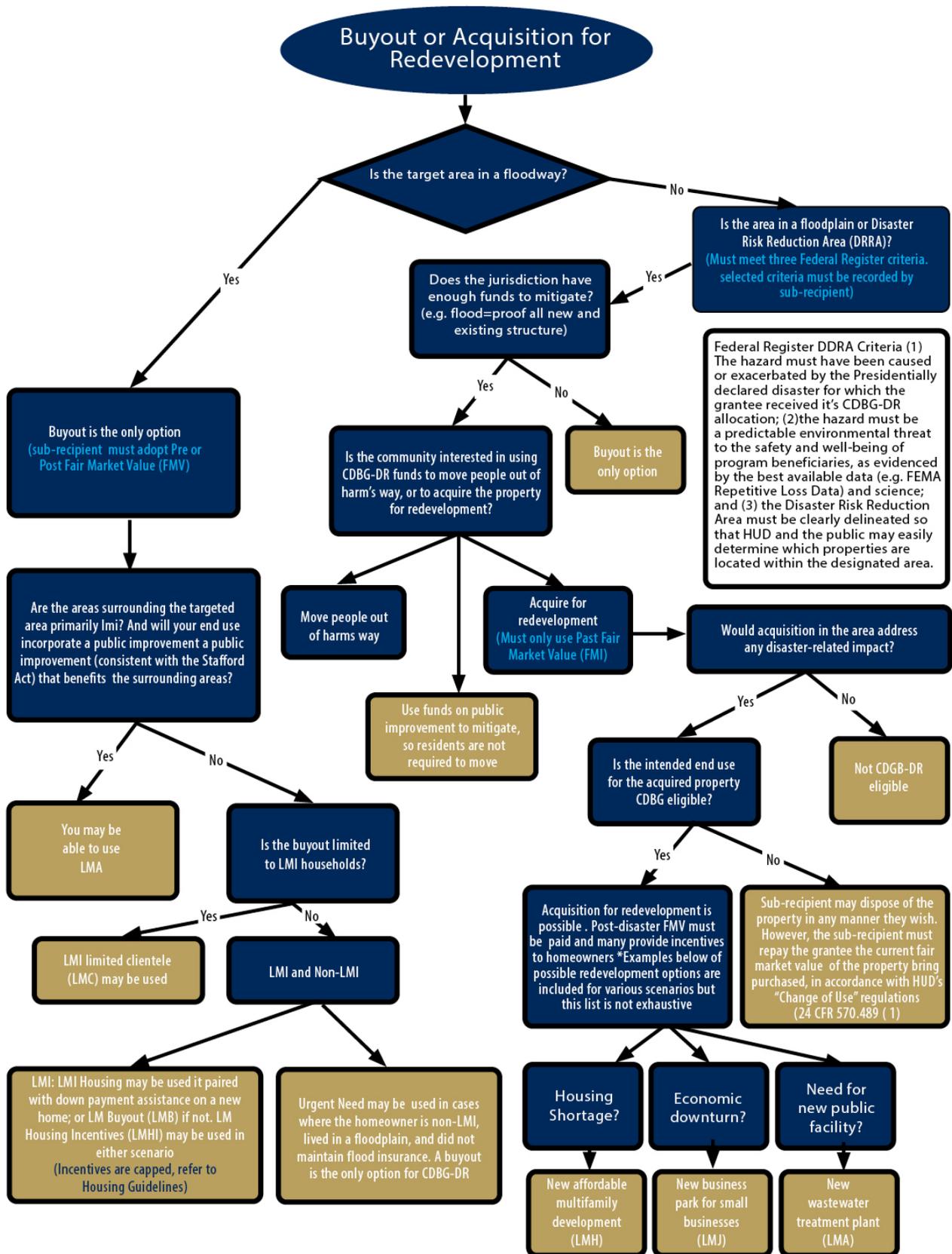
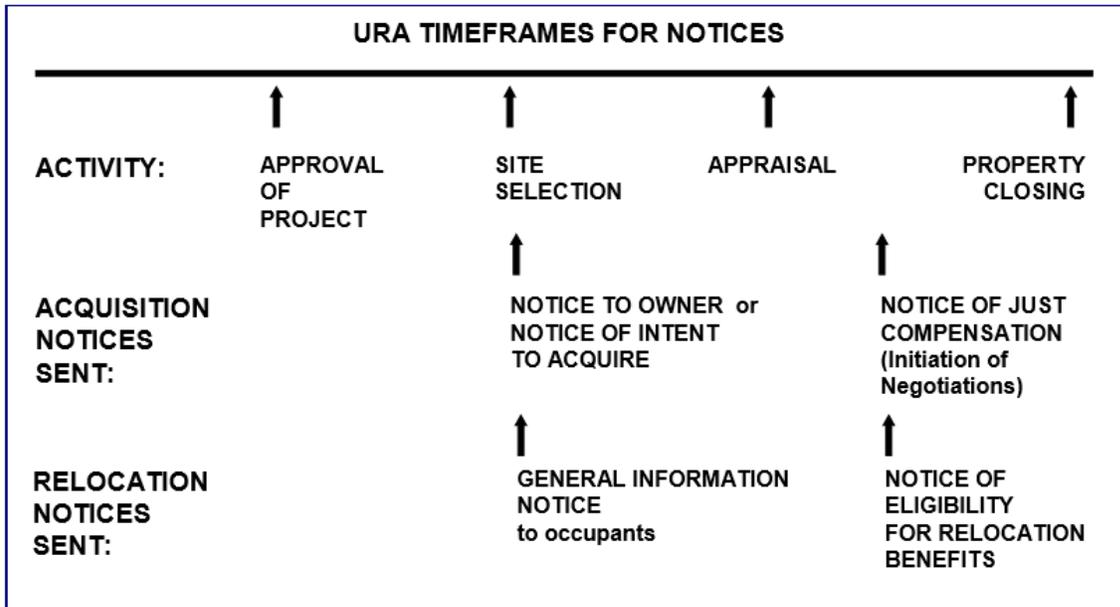


Figure 6. HUD URA Notification Timeline



c) Environmental Services

i. Assist detailed scope of services

In order to administer HUD funded CDBG projects (to include CDBG-DR AND CDBG-MIT projects), subrecipients are typically designated as the Responsible Entity (RE) making them accountable for meeting environmental review requirements as outlined in 24 CFR Part 58. In addition, the subrecipient is responsible for having their Certifying Officer sign the environmental review indicating: 1) whether the project has a significant impact on the environment; and 2) that the environmental review was completed in accordance with 24 CFR Part 58 requirements. As part of this responsibility, subrecipients are also subject to monitoring by GLO to ensure compliance with these requirements.

In order to meet these requirements for all CDBG-MIT projects, Plexos has assigned Tina Hauk as the person responsible for assisting the city to ensure that all project scoping sufficiently details project activities prior to application to GLO as well as completing the environmental reviews for all Galveston funded projects. She has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58).

Tina Hauk,
Environmental
Subject Matter Expert

- ☑ **17 years of environmental review experience**
- ☑ **Specializes in HUD Environmental Reviews (Part 50 and 58)**
- ☑ **12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and Great Flood of 2016**
- ☑ **A Secretary of Interior (SOI) qualified historian with a long list of publications and projects as an archaeologist**

Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana. She has 39 technical publications (including 20 Environmental Assessments and Environmental Impact Statements), as either the author, co-author or contributor, to her credit. In addition, Mrs. Hauk is a trained Anthropologist with a focus in Archaeology specializing in historic architecture and debris field patterns. Other areas of her expertise include writing HUD Action Plans and amendments, Consolidated Plans for HUD and Consolidated Annual Performance Evaluation Reports (CAPER) and CDBG-DR compliance reviews.

Using 24 CFR Part 58, related laws and executive orders, each project will be evaluated for the correct level of environmental review and the file documented with all supporting information needed to complete the environmental review process and validate environmental review determinations for the city's Certifying Officer and GLO monitoring staff.

The environmental review process, includes but is not limited to, the following:

- Completing appropriate certifications;
- Conducting any special studies needed for the appropriate level of review;
- Publishing required notices and addressing public comments;
- Establishing a HUD compliant environmental file documenting all consultations and other supporting records for review by the city, GLO monitoring, and the public; and
- Ensuring that the environmental reviews with supporting documentation are easily accessible and organized in a logical and sequential manner.

All environmental reviews and documentation follow HUD checklists and will be uploaded to GLO's system of record as required. The environmental process to be followed is shown in **Figure 7** as shown in the *TX GLO Implementation Manual*.

Environmental Review Process

(To Be Conducted by Responsible Entity)

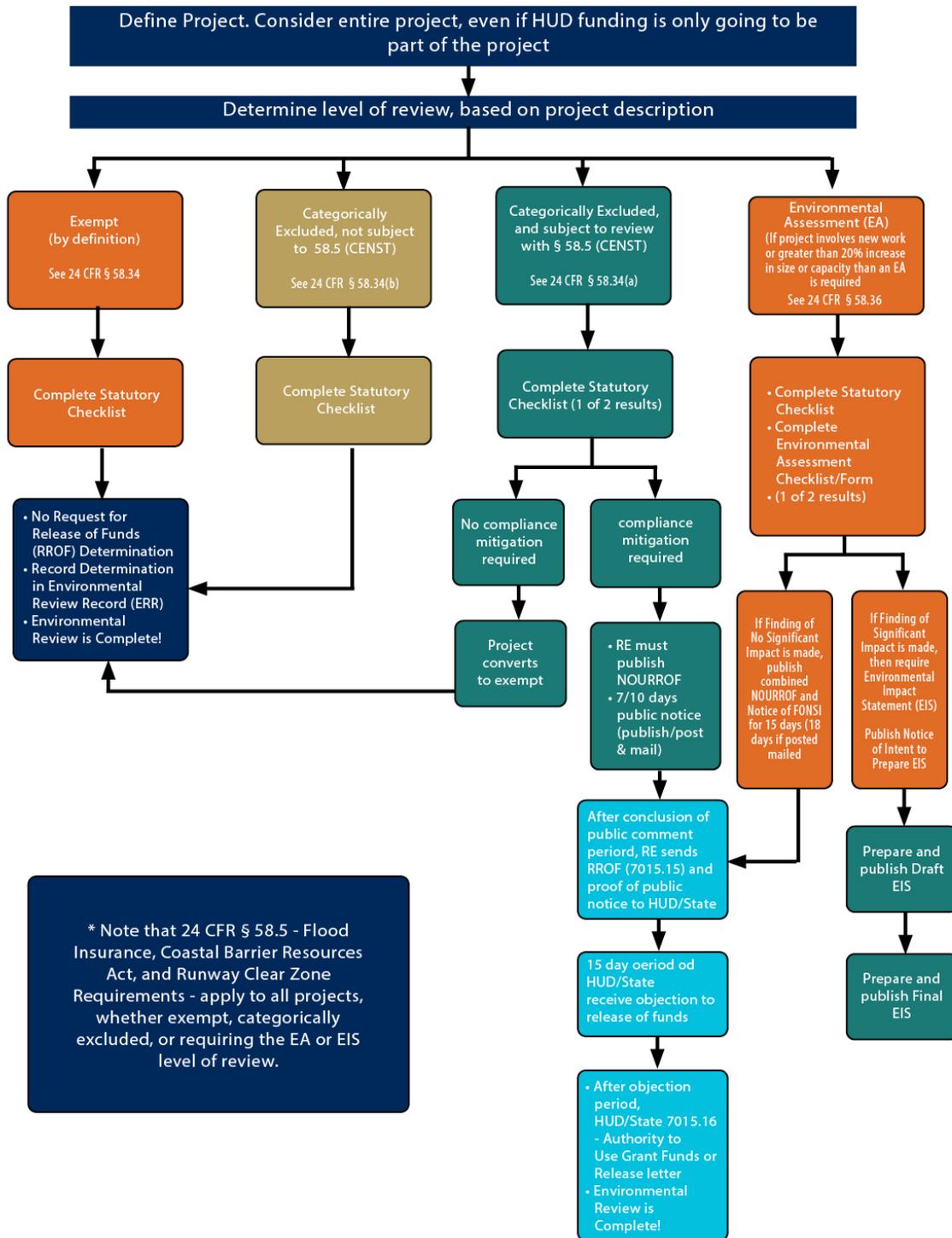


Figure 7. Environmental Review Process as shown in the TX GLO Implementation Manual

- a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;*

The Plexos Team’s understanding of environmental issues and 24 CFR Parts 51, 55, and 58 is illustrated by Tina Hauk’s vast experience and current engagements in clearing various CDBG projects over the last 12 years. As required, clearances for each activity will be categorized as one of the following:

- Exempt
- A Certification of Categorical Exclusion not subject to 24 CFR 58.5 (CENST)
- A Certification of Categorical Exclusion subject to 24 CFR 58.5 (CEST) or
- An Environmental Assessment
- An Environmental Impact Assessment

If housing or buyout/acquisition activities are undertaken with CDBG-MIT funds, the clearances will be conducted on a “tiered” basis per 24 CFR Part 58.15 in which a “Tier 1” may be done on a geographic (e.g., by county or watershed) or functional basis where the various types of actions are known and described in an Action Plan but specific locations of the activities (i.e., specific homes) are not yet known. The Tier 1 essentially will either “clear” those issues that will not require further review on individual units or will outline conditions wherein further consultation may be needed and will provide for a set of issues that must be checked during the individual (site-specific) review process for each home, referred to as the “Tier 2 review”. Depending upon the projects that are selected by the city for CDBG-MIT, the Plexos Team will complete the appropriate review in accordance with 24 Part 58 requirements.

- b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;*

See response to Section i. [in c) Environmental Services] above. In accordance with the HUD approved environmental review checklists, Plexos will ensure that the city meets all environmental review requirements by responding to each element in the checklists and attaching supporting documentation from verifiable sources, including state and federal agency consultations, which will be included in the Environmental Review Record, city environmental files, as well as GLO system of record.

- c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;*

See above response. The Plexos team is very knowledgeable with the required consultations, along with verifiable documentation, that is required to complete an Environmental Assessment (EA), Environmental Impact Statement (EIS), as well as some Categorical Exclusions subject to 24 CFR Part 58.5. Some of these consultations include, but are not limited to, State Historic Preservation Officer (SHPO), Corps of Engineers (COE), Texas Parks and Wildlife Department, and any federally recognized tribal entities with interest within the boundaries of the project, etc. The team also has

experience responding to data needs or requests for additional details by agencies such as the Texas Historical Commission or Tribal Historical Preservation Officers beyond the initial consultation wherein such agencies are requested to review project eligibility, adverse effects, or other objections under Section 106 of the National Historic Preservation Act (NHPA).

- d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;*

As referenced in Section i [c) Environmental Services], the Plexos Team will provide special studies, additional assessments, or permitting to secure environmental clearance. As the environmental services lead, it should be noted that Mrs. Hauk is a Secretary of Interior (SOI) qualified historian with a long list of publications and projects as an archaeologist.

In addition, it should be noted that all work subcontracted out for this contract will meet the Secretary of Interior (SOI) requirements in addition to all those required by best practices within each specialized field and the client according to the contract. Qualifications of assigned personnel to perform specialized studies or assessments will be provided to the city, retained in the city's environmental file for each project, and uploaded to the GLO system of record as required.

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;*

A list of consulting parties, written comments and responses, as well as corresponding documentation will be kept as part of the Environmental Review Record as required by HUD for each project. In addition, all documentation will be uploaded to the GLO system of record.

- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;*

Proactive communication and coordination with local officials, engineers, and other member of the project team is critical to the successful completion of any HUD-funded project. In addition to the synchronization of environmental work and permitting, status reports will be provided to city leadership and project team members on a monthly basis. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to any obstacles that may be preventing a project from moving forward.

- g. Complete and submit the environmental review into GLO's system of record;*

As previously referenced, all required environmental data, reports, and documentation will be entered into and/or uploaded into GLO's system of record. In addition, the ERR and documentation will be retained in the city's files so that this information is accessible by city personnel, HUD and GLO monitoring staff, and general public as required.

- h. At least one site visit to project location and completion of a field observation report*

At a minimum, one on-site visit will be conducted for all proposed and approved CDBG-MIT projects with field notes, observation and/or inspection reports (to include photographs, maps, etc.) being retained in the city's files and uploaded to the GLO's system of record. Additional site visits will be conducted as necessary to ensure that all project activities are being permitted and conducted in accordance with the completed environmental review, permitting requirements, and prescribed Section 106 standard treatments, if any.

- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;*

Plexos will publish and distribute all required environmental notifications in compliance with HUD requirements. Deliverables include all proofs of publication as required under the "5-step" or "8-step" process (early floodplain notices and final explanations) and the final decisions and certification (a combined "Finding of No Significant Impact (FONSI) and Certification, and Notice of Intent to Request Release of Funds (NOI RROF), or only the latter if an environmental assessment is not required.

The NOI/RROF informs the public that the grantee/subrecipient will accept written comments on the findings of its Environmental Review Record (ERR) and of the grantee's/subrecipient's intention to request release of funds from the state. At least 7 calendar days after the date of publication must be allowed for public comment. The notice also says that the state will receive objections for at least 15 calendar days following receipt of the subrecipient's request for release of funds. As part of this process, Plexos will ensure that:

- All required environmental notices will be published in a local newspaper of general circulation;
- The full "tear sheet" showing the newspaper header to include the date of publication will be retained in the city's environmental file. NOTE: If required, an "Affidavit of Publication" will be obtained from the newspaper evidencing the required notification;
- Copies of the notice (NOI/RROF) are sent to interested parties (i.e., persons and entities that have commented on the environmental process or that have requested to be notified of environmental activities). A distribution list and date of distribution will be maintained in the city's environmental file and uploaded to GLO's system of record.; and
- Preparation and submittal of the actual RROF once the public comment period has elapsed.

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43, if applicable;*

In accordance with 24 CFR 58.43 and as stated above in Section i., Plexos will prepare a FONSI using the current HUD recommended or equivalent format. As part of this process, Plexos will assist the City of Galveston to notify individuals and groups known to be interested in the environmental review process to include the following:

- Local media;

- Appropriate tribal, local, state and federal agencies; and
- Regional Offices of the Environmental Protection Agency (EPA) having jurisdiction; and
- HUD Field Office.

This notice will also be published in the local newspaper of general circulation. In addition, the distribution list for the notification of interested parties and date of distribution will be retained in the city’s environmental files (and uploaded into the GLO system of record). All received comments and/or requested modifications will be considered prior to the city’s Certifying Officer completing the environmental certification process and submitting the RROF.

k Process environmental review and clearance in accordance with NEPA, as applicable;

See Section i [c) Environmental Services], and GLO process flow shown in **Figure 7** outlining the scope of work to meet National Environmental Policy Act (NEPA) requirements. Plexos will complete all environmental reviews and processes in accordance with NEPA as implemented by HUD and codified in 24 CFR Part 58.

l Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

Due to the evolutionary nature of disaster recovery programs/projects, changes to a CDBG-MIT project may occur after completion of the ERR. In these cases, any such changes in magnitude or scope of the project must be re-evaluated under 24 CFR Part 58.47 in order to ensure that the ERR matches the approved project to be constructed or implemented. Once identified, Plexos will work with the city to re-evaluate the environmental findings to determine if the original findings are still valid if the following occurs:

- The city, or known/interested party, proposes a substantial change in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project; and/or
- There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact; and/or

Groups known to be interested in the environmental review process include:

- Local media**
- Appropriate tribal, local, state and federal agencies**
- Regional offices of the Environmental Protection Agency (EPA)**
- HUD Field Office**

**Tina Hauk,
Environmental SME**

As a State Environmental Review Office, Tina reviewed all environmental review special studies documents for submission to State of Colorado for clearance and release of funds. Additionally, she routinely reviewed Phase I and Phase II site assessments for compliance with federal and state requirements.

- A project alternative is selected that was not included in the original FONSI.
- Upon review, Plexos will advise the city if the original findings are still valid or not. If the original findings are still valid but the data or conditions upon which they were based have changed, Plexos will assist the city to affirm the original findings and update its ERR by including this re-evaluation and determination based on applicable findings. Under these circumstances, if a FONSI notice has already been published, no further publication of a FONSI notice is required. If Plexos, in conjunction with the city determines that the original findings are no longer valid, Plexos will assist the city to prepare an EA or an EIS if its re-evaluation indicates potentially significant impacts.

m. Prepare and submit Monthly Status Report; and

At a minimum, environmental status reports will be provided to city leadership and project team members on a monthly basis in a format to be reviewed and approved by the city. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to eliminate obstacles preventing a project from moving forward.

n. Participate in regularly scheduled progress meetings.

The Plexos environmental team will participate in regularly scheduled progress meetings as well as provide monthly status reports as outlined in Section iv [a) Administrative Duties-General].

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G. MISCELLANEOUS

Exceptions

There are no exceptions noted.

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