PARADISE IRRIGATION DISTRICT
6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

AGENDA

SPECIAL MEETING
PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS
6332 CLARK ROAD, PARADISE, CA 95969

THURSDAY, JUNE 6, 2019 – 9:00 AM

1. OPENING
   a. Call to Order
   b. Public & Board Members; please silence your cell phones
   c. Roll Call

2. PUBLIC PARTICIPATION:
   Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 5 minutes per agenda item.

3. NEW BUSINESS:
   a. Public Assistance and Disaster Recovery Management Services (Manager Phillips). Authorize the District Manager, with review of Legal Counsel, to execute an Agreement with APTIM Environmental and Infrastructure, LLC for Public Assistance and Disaster Recovery Management Services for a not to exceed amount of $738,663.00. *Action may be taken*.

   b. First Amendment to Loan Agreement with Capital One Public Funding, LLC (Manager Phillips). Adopt PID Resolution No. 2019-03 authorizing amendments to the 2016 Loan Agreement with Capital One Public Funding, LLC to defer the principal component of the loan repayment to November 1, 2028. *Action may be taken*. **(Roll Call Vote)**

4. CLOSED SESSION:
   a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. District Manager and Minasian, Meith, Soares, Sexton & Cooper, LLP regarding terms and conditions of a potential 2019 water transfer (Government Code § 54956.8).

   b. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
      Employee organization: IBEW, Local 1245
      PID designated representative: Emily LaMoe

5. ANNOUNCEMENT FROM CLOSED SESSION

6. ADJOURNMENT

PARADISE IRRIGATION DISTRICT

TO: **Board of Directors**

FROM: **Kevin Phillips**

DATE: **6/4/2019**

RE: **Public Assistance and Disaster Recovery Management Services**
06/06/19 Special Board of Directors Meeting

Paradise Irrigation District desires to engage a firm with experience in the entire scope of post disaster recovery management, including experience with insurance claims, the Cal OES/FEMA public assistance program, and the state and federal legislative progress. Due to the enormity of the documentation requirements and workload created by developing a complete financial recovery strategy and plan, on April 10, 2019, the District issued a request for proposals (RFP) for Public Assistance and Disaster Recovery Management Services to twelve firms known to provide related services, as well as posting on a national RFP website. By the deadline of May 10, 2019, the District received two proposals for service.

As indicated in the RFP, a panel was formed to evaluate the responses. The panel consisted of the District Manager, Office Manager, and Accounting and Finance Manager. The proposals were scored on the following selection criteria:

1. Qualifications of Firm 10%
2. Qualifications of Personnel 30%
3. Related Experience 30%
4. Completeness of Response 10%
5. Feasibility of Oversight 10%
6. Reasonableness of Cost and Price 10%

Staff is appreciative of the time and effort of all respondents. The evaluation process resulted in the following scores and ultimately staff recommends entering into an agreement with APTIM Environmental & Infrastructure, LLC.

		APTIM	E & Y
10%	Stability	0.09	0.09
30%	Personnel	0.24	0.24
30%	Experience	0.27	0.25
10%	RFP	0.10	0.10
10%	Proximity	0.07	0.10
10%	Cost	0.10	0.07
		0.87	**0.85**

Total Cost of Proposal	
APTIM	$ 738,663
E & Y	$ 1,300,000

The District will be charged an average hourly rate of $172.05. Many of the hours will be reimbursable through the administrative fees allowed under the public assistance FEMA/Cal OES grant claim. The remaining fees will be recouped through the insurance settlement and through other funding sources identified by the consultants.

The recommended form of motion is:

“I move to authorize the District Manager, with review of legal counsel, to execute an agreement with APTIM Environmental & Infrastructure, LLC for Public Assistance and Disaster Recovery Management Services for a not to exceed amount of $738,663.00.”

PARADISE IRRIGATION DISTRICT

PUBLIC ASSISTANCE AND DISASTER RECOVERY MANAGEMENT SERVICES

The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to Aptim Environmental & Infrastructure, Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.

APTIM

May 2019

02C042019

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SECTION A –
COVER LETTER/LETTER OF INTENT

02C042019W

APTIM

180 Promenade Circle,
Suite 320
Sacramento, CA 95834

916 928 3300

APTIM.COM

May 10, 2019

Kevin Phillips, District Manager
Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969-4146
VIA EMAIL kphillips@paradiseirrigation.com

Subject: Public Assistance and Disaster Recovery Management Services

Dear Mr. Phillips:

For nearly 27 years, communities across the nation have turned to **Aptim Environmental & Infrastructure, LLC (APTIM)** for mission-critical support after disaster strikes. APTIM helps communities navigate the challenges of disaster recovery and maximize funding through highly skilled recovery grant management, to emerge with increased resilience, enhanced infrastructure, and improved economic stability. In our commitment to serve your requirements, we have teamed with **Stantec Inc. (Stantec)**, which brings extensive water distribution system and recovery experience for numerous clients in northern California. We welcome this opportunity to submit our proposal to provide Public Assistance and Disaster Recovery Management Services to the Paradise Irrigation District (PID).

Our team builds upon APTIM's proven experience with maximizing recovery funding for impacted communities and key relationships with federal and state funding agencies and Stantec's exemplary capabilities as a global leader in water system planning, infrastructure design, operations, and administrative systems. Our combined expertise in water systems and disaster recovery programs and funding strategies represent the overall best value to PID and will result in an optimized recovery effort. Simply stated, our partnership with PID will help you afford more services across the complex recovery framework. Working in partnership with PID, Water Works Engineers, and other key stakeholders, we will serve as PID's trusted recovery advisor, relentless advocate, strategist, expert in maximizing recovery funding, and a committed partner in helping PID deliver a more resilient water distribution system.

APTIM offers PID the benefits of a team that has successfully:

- Managed over $70 billion in state and federal response and recovery funds
- Performed $15 billion in water-related infrastructure projects
- Successfully negotiated an additional $2.2 billion in federal recovery funding for a municipal client; increasing available funding by approximately 350 percent and resulting in the largest grant ever awarded by FEMA for New York City Housing Authority

- Provided response, recovery, and grant management support services in the aftermath of every major disaster in the United States and outlying territories within the last decade
- Maximized and retained funding for our clients
- Planned, designed, repaired, and built water systems and other water infrastructure using grant funding

Collectively, the APTIM Team provides PID the ideal combination of skilled project management with seasoned grants managers, water distribution system experts, professional engineers (civil, structural, geotechnical, electrical, mechanical, plumbing, and piping), estimators, schedulers, scientists, and construction managers who are technical experts in water-related infrastructure and municipal capital construction programs. Additionally, we offer PID extensive expertise with recovery funding strategies and grants management involving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR, Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) funding, and insurance.

The program will benefit from the leadership and experience of our proposed Northern California-based Program Manager, Paul Jacks. As part of his 32-year career at the State of California, he served for 8 years as a twice Governor-appointed Deputy Director in California Governor's Office of Emergency Services (Cal OES). He has in-depth knowledge of Federal Emergency Management Agency (FEMA) Public Assistance (PA) and California Disaster Assistance Act (CDAA) authorities, having participated in the development of both the enabling legislation and implementing regulations for the Stafford Act and CDAA. Mr. Jacks' post-fire disaster Public Assistance and Disaster Recovery Management experience includes coordinating assistance for numerous large California fires including the 49er Fire (1986), Santa Barbara Painted Cave Fire (1990), Oakland Hills Fire (1991), Los Angeles Urban Unrest (1992), Shasta County Fire (1999), and Southern California Wildfires in 2003 and 2007. Before joining Cal OES in 1985, Mr. Jacks worked for 8 years as a Crew Supervisor and Wildland Fire Instructor with the California Conservation Corps. Mr. Jacks has comprehensive experience with the entire scope of work under this contract and will serve as a relentless advocate and expert technical advisor for PID to ensure success on this critical assignment.

Neither APTIM nor Stantec qualifies as a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) or is within a Labor Surplus Area (LSA). APTIM and Stantec are both financially stable and known for their ability to manage large-scale grant-funded recovery projects. This proposal shall remain valid for a period of not less than 90 calendar days from date of submittal.

We have the expertise and resources to manage the entire scope of services requested by PID, and we look forward working with you to negotiate mutually acceptable terms and conditions upon award of a contract and to providing PID with Public Assistance and Disaster Recovery Management services.

If you should have any questions, please contact Jordanna Rubin, Principle-in-Charge, 1230 Columbia Street, Suite 600, San Diego, CA 92101 at 858-847-2725, or via email at Jordanna.Rubin@aptim.com.

Sincerely,

Tyson Hackenberg

Vice President

OFFICE: **225-987-7323**
EMAIL: **Tyson.hackenberg@aptim.com**

SECTION B –
EXECUTIVE SUMMARY

02C042019W

B. EXECUTIVE SUMMARY

Our team's passion, commitment, local presence, and unrivaled successful experience with grant-funded infrastructure projects makes the APTIM Team the ideal partner to perform **Public Assistance and Disaster Recovery Management Services** for Paradise Irrigation District (PID). The foundation of our approach is rooted in effective project management, close communication, an acute focus on maximizing and retaining federal reimbursement, and maintaining audit readiness.

APTIM has provided public assistance and disaster recovery management services for many of the largest recovery programs in the United States; developing the broad technical expertise and honed program management acumen required to comprehensively manage the grants that will fund the repair and restoration of PID's entire water distribution system.

B.1. The Right Personnel

Many members of our team are native Californians who have made distinguished careers in disaster recovery and emergency management. These local staff members will have direct face-time with PID and its stakeholders and will bring respectful and responsive solutions to their concerns. Our team members have supported dozens of fire-related recovery efforts in wide-ranging capacities and have in-depth knowledge and experience with all scope of work items under this PID contract: Mark Lawson is a former Deputy Chief with CAL FIRE; Paul Jacks served as a twice Governor-appointed Deputy Director at Cal OES; and Melinda Stehr served as the State Debris Coordinator for Cal OES. Teresa Carter served as the General Manager of California water district recovering from major losses in their water system. This local bond and experience in California emergency management and disaster recovery, and post-fire disaster recovery, in particular, sets the APTIM Team apart. Not only do we understand the recovery programs, systems, and key players, but we understand the urgency of work and how to maximize FEMA recovery funding as well as explore other creative funding opportunities through alternate funding sources such as HUD CDBG-DR, FHWA, NRCS, and insurance.

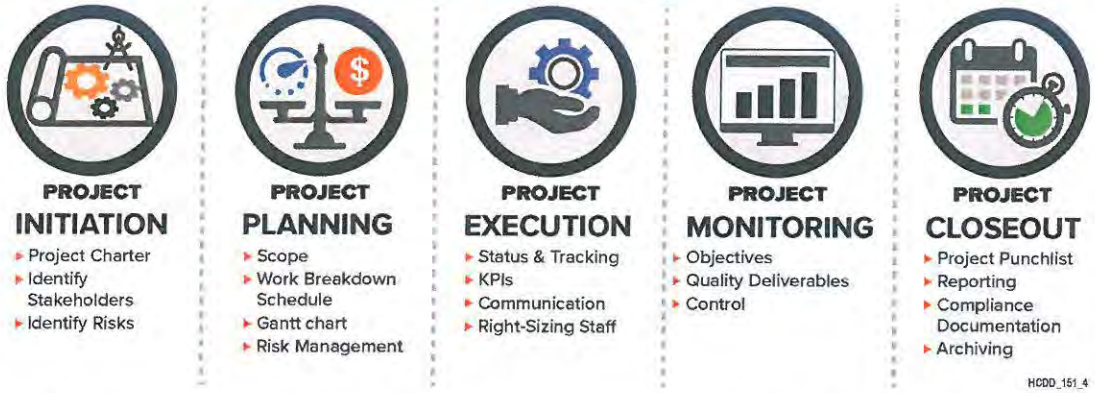
B.2. An Effective Program Approach

Disaster assistance programs place many unanticipated burdens on applicants. Furthermore the Disaster Recovery Reform Act has created both opportunities for local disaster experts as well as new challenges in its implementation. Meeting these demands requires an approach that is transparent and organized, and that can integrate traditional grants management with the disciplines of engineering, construction, public administration, and finance. Over the years, we have implemented extensive procedures, plans, and practices to perfect our approach to providing customer-centric **Public Assistance and Disaster Recovery Management Services**, carefully blending FEMA PA eligibility and grant strategists with fit-for-purpose technical resources tailored for each unique assignment (such as water distribution system planners and engineers for this PID project).

The APTIM Team's qualifications and ability to support PID is evidenced by our extensive history of supporting clients as they work to recover from natural and man-made disasters. We stay current on recent policy changes implemented by FEMA, and we are confident in our ability to help PID navigate the complexities associated with post-disaster recovery operations.

The APTIM Team has an informed approach that will enable PID to maximize and retain funding while navigating the complicated political environment associated with the largest and most destructive wildfire in California history: the Camp Fire. **Figure B-1** depicts our five-phase approach. We understand that disasters oftentimes create issues that require political attention, and we are ready to leverage our relationships to assist PID in any way we can. Our approach addresses these issues and will help PID achieve the objectives associated with financial management and community resilience. While the FEMA PA Program is at the core of the assistance available to PID, the success of the PID program requires the insight that this is not just a federal

Figure B-1. APTIM's Five-Phased Approach to Grants Management



program. PID will benefit by having the seasoned APTIM Team to leverage the total array of disaster grant programs to achieve PID's desired outcomes. Our agency client references will attest to how we have collaboratively accomplished more than they perhaps thought possible in their programs. We will work with PID to develop and execute strategies that maximize individual grants and the overall disaster recovery package.

Because we are experts in working with the funding bodies and we understand the issues faced by PID and its community in the loss of so much of their water delivery system, we will not accept denials at face value; we will continue to pursue the issues to the benefit of PID. We believe that our team's passion, commitment, and experience with grants management makes APTIM the right recovery partner for PID. With the APTIM Team, you can expect many benefits from before Day 1 and throughout the program.

We are confident in our ability to provide our services on-time, on budget, and meeting all expectations of PID. We believe that PID could make no better choice than our team and we remind you ***to expect the extraordinary***.

VALUE ADDED	FEATURES	BENEFITS	PROOF
Committed to PID and California	Over 130 California staff in five offices with reach back to 6,500 employees nationwide 128 years in business	Immediately available and invested in PID's success	For Merced County the APTIM Team leveraged their connections and knowledge to secure CDAA funding for work previously declared ineligible by FEMA For City of Chico, we are working to identify and obtain all available funding streams to meet their extraordinary fire-recovery needs
Experts in FEMA Funding & Leaders in Recovery/ Grants Management	Experienced team in FEMA PA, compliance, and maximizing grant funding	Knowledge and confidence in navigating the complex system of Federal and State programs	Successfully negotiated with FEMA $21 million for emergency repairs to address storm related damage to 13 flood control pumping stations in Puerto Rico Retained funding for our clients with minimal de-obligations for over $70 million in grants
Driven to Produce Quality Outcomes	A well-respected team with a track record of implementing recovery programs with favorable outcomes	APTIM will produce high quality deliverables that maximize funding	For NYCHA, we negotiated the single largest award under FEMA Section 428 Alternative Procedures For PANYNJ, we developed an insurance allocation strategy that covered multiple agencies and programs totaling approximately $300 million
Collaboration & Consensus Building	A responsive, respectful team that listens closely to the needs of the client, stands by its commitments, and meets its deadlines	Integrates community-driven principles into the recovery process	APTIM listened to the needs of the US Virgin Islands and committed extensive resources to helping them rebuild schools and hospitals defined by community driven needs of the island residents For NYCHA, we helped produce a resiliency-to-recovery strategy focused on stormwater management that was community and stakeholder driven
Ready to Mobilize	Staff is ready-to-go. Program policies, procedures, and systems are in place that can be rapidly adapted and deployed	Rapid program start-up and mobilization	For City of Houston, APTIM was able to adapt existing program policies and procedure templates to rapidly mobilize and begin quickly serving the most vulnerable residents

SECTION C –
PROJECT UNDERSTANDING, APPROACH, & SCHEDULE

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C. PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

Successful disaster recovery is more than just effective grants management; it is more than maximizing reimbursements and reducing bureaucratic hold-ups. **At APTIM, we believe a successful disaster recovery is about collaborating with our recovery partners and stakeholders to achieve a more resilient community.** The APTIM Team will help support PID with key initial decisions that are critical for long-term recovery and are vital for recovery in the face of uncertainty and expediency.

C.1. PROJECT UNDERSTANDING

As one of the most devastating fires in California's history, the Camp Fire has created some significant challenges for the PID. Although the PID's water treatment facilities remain intact and operational, the Camp Fire destroyed nearly all of the PID's water distribution system, leaving the PID with enormous costs for system testing and restoration. These costs, coupled with the loss of nearly 90 percent of the PID's ratepayers and an associated decline in operating revenue, have caused an unprecedented and devastating financial crisis for the PID. These financial pressures mean that the PID requires the services of a capable and creative contractor who is both adept at dealing with FEMA, Cal OES, and other funding agencies, and who is knowledgeable and experienced in developing strategies and comprehensive funding plans designed to maximize financial resources from all available sources.

If selected to provide **Public Assistance and Disaster Recovery Management Services**, our team of subject matter experts will ensure that the PID has everything it needs to attain a full and complete recovery. Through effective strategic planning and collaboration with our state and federal counterparts, our team will implement the same systems and processes that have resulted in successes for our clients throughout the United States and outlying territories.

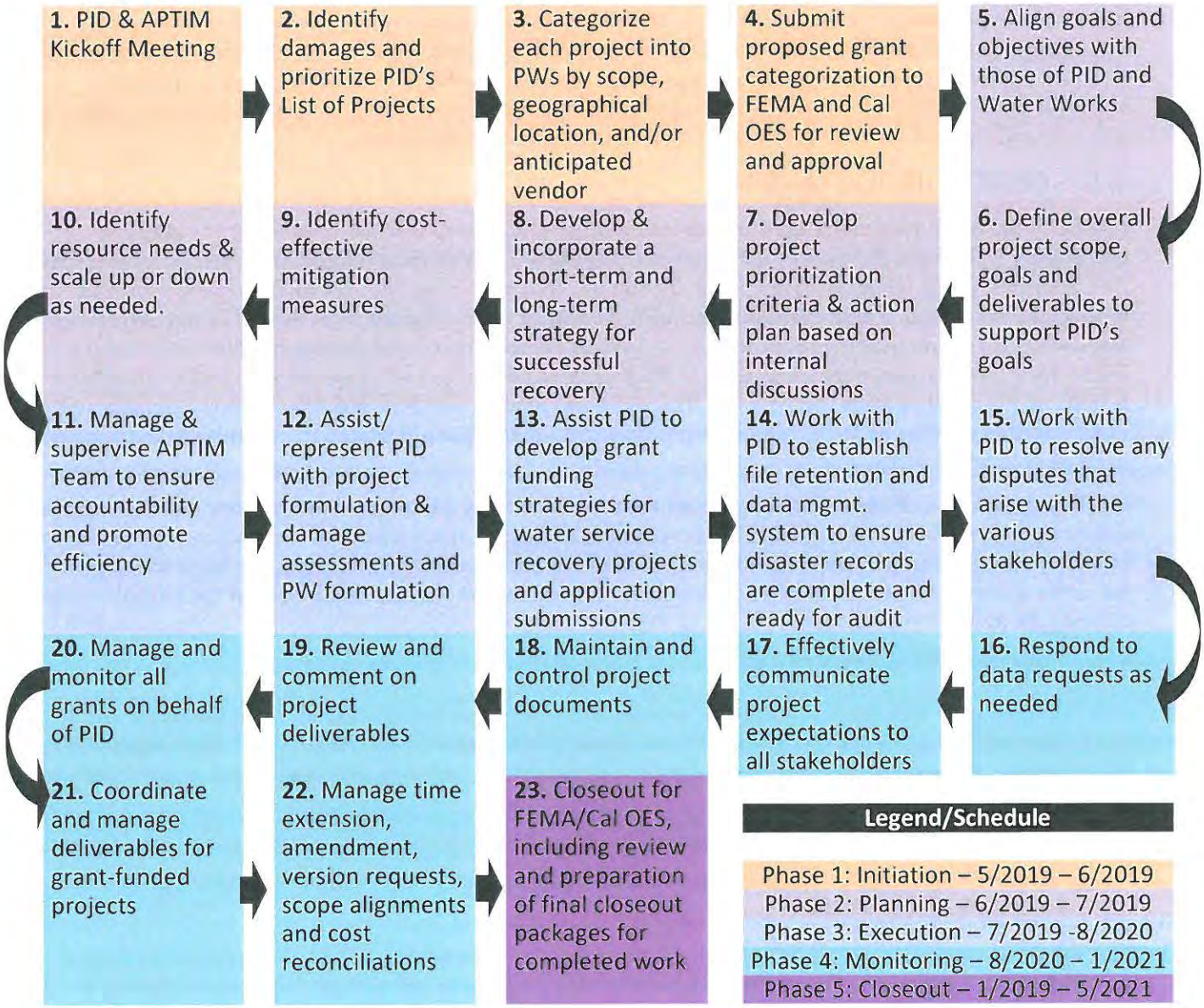
C.2. APPROACH & SCHEDULE

APTIM keeps pace with the ever-changing emergency management and disaster recovery landscape and applies our lessons learned and industry best practices to enhance the quality of our services and client deliverables. For PID, we have proposed a five-phased management approach that has been fine-tuned to meet the following objectives:

- To maximize the amount of funding that PID is entitled to under the various state and federal programs
- To retain this funding by implementing program-specific compliance and Quality Assurance/Quality Control (QA/QC) protocols.

Our five-phase project approach starts with a kickoff meeting between the APTIM Team and PID (i.e., Initiation Phase) and ends with the successful completion of projects and closeout of associated grants (i.e., Closeout Phase), as illustrated in **Figure C-1**. Starting on Day 1 and continuing throughout our engagement, we will work closely with PID's recovery team to identify what funding sources are available and how each source will be strategically used to restore and mitigate the damages sustained from the Camp Fire. APTIM will work to help PID examine additional funding sources. **Figure C-1** illustrates the flow of our approach in accomplishing all of PID action items. Our schedule for performance is also shown in the figure. We have incorporated a 2-year schedule, with the anticipation of contract amendments or task orders for any work remaining beyond May 24, 2021.**Section I** includes a breakdown of our five-phase approach as it addresses PID's scope.

Figure C-1. Proposed Plan of Action and Schedule



Testimonial from Port Authority of New York and Jersey where APTIM is the current FEMA PA Grants Manager and Recovery Consultant

"APTIM would be very difficult to match in the current consultant environment . . . In addition to their disaster recovery expertise, they have also been essential to integrating software that has been a staff productivity force multiplier and tremendous."

Joseph Simenic, Program Director
Port Authority of New York and New Jersey

Figure C-2 summaries other activities we will perform in terms of overall grants management with the various funding sources available to PID. Our team will provide, at a minimum, oversight and direction that take into account the fundamentals and requirements governed by FEMA's Public Assistance Program and Cal OES's CDAA Programs.

Figure C-2. Additional FEMA Related Tasks/Responsibilities for APTIM Team

› Meet with PID staff to provide an overview of FEMA Public Assistance program and review responsibilities, compliance requirements, and timelines	› Support PID with recordkeeping, grant and financial management, procurement, EEO, Minority and Women-owned business requirements and labor law compliance
› Assist PID with requests for information and other strategic correspondence directed toward FEMA and Cal OES	› Facilitate communication and act as PID's representative (if desired) amongst stakeholders, including Cal OES and FEMA
› Work with PID, FEMA, Water Works, and Cal OES to Itemize projects into eligible grants (PWs)	› Review project descriptions, propose eligible scopes of work and perform risk assessments
› Provide contract, cost reasonableness, contractor eligibility, and grant compliance reviews	› Develop and review budget/cost summaries, environmental and historical preservation forms
› Suggest and review hazard mitigation opportunities and leverage funding from the various programs to maximize potential funding	› Review insurance policies and anticipated/ actual deductions from FEMA to ensure accuracy and avoid duplication of benefits
› Suggest alternate, improved or 428 PAAP projects when beneficial to PID	› Assist with the compilation of financial and procurement documentation
Review procurement documents for compliance with federal laws and regulations	› Prepare PID for potential compliance issues and mitigate the issue with necessary measures
› When reimbursements do not reflect the funding to which PID is entitled, research, develop, and submit appeals or arbitration briefs	› Provide technical assistance during preparation, submission and tracking requests for payments, and facilitate the reimbursement cycle
› Maintain electronic records, process document requests, and upload documents to Grants Management System (of choice)	› Provide technical assistance during construction meetings and limited on-site observation to ensure compliance with grant requirements
› If needed, attend construction progress meetings and other key meetings with PID and company (i.e., contractors) to keep all parties on the same page	› Review FEMA 90-91s for accuracy and unjustified reductions, and advocate for PID's rights under FEMA's enabling statutes, regulations, and policies
› Prepare and submit the project completion reports as well as conduct and perform all required closeout activities with FEMA and Cal OES	› Review change orders and scope changes and make sure that they are captured in subsequent project worksheets or project worksheet amendments and versions

Service Example

APTIM Brings Funding where no Funding Was Anticipated

Assisting the Puerto Rico Department of Natural and Environmental Resources, APTIM negotiated with FEMA to address repair of 13 flood control pumping stations damaged in the aftermath of the hurricanes.

Initially FEMA did not agree with the assessment or need for the immediate repair. Because of APTIM's knowledge of water systems and of FEMA funding, we were able to convince FEMA to fund emergency work totaling $21 million and persuade both FEMA and USACE to provide generators for a consistent power supply to prevent flooding in multiple communities on the island while the island power grid was being repaired.

SECTION D –
FIRM QUALIFICATIONS, TEAM ORGANIZATION, EXPERIENCE & CERTIFICATIONS/QUALIFICATIONS

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D. FIRM QUALIFICATIONS, TEAM ORGANIZATION, EXPERIENCE AND CERTIFICATIONS/QUALIFICATIONS

D.1. Firm Qualifications

APTIM provides comprehensive disaster response and recovery services, emergency preparedness; program and construction management; infrastructure engineering, procurement, and construction; environmental, engineering and remediation; and integrated maintenance for public and private sector clients. APTIM differentiates itself through a steadfast commitment to our customers, and our emphasis on safety and operational excellence.

We have supported affected communities and government agencies in response to or recovery from nearly every presidentially declared disaster since 1992, including the Northridge Earthquake, Joplin Tornado, Hurricanes Katrina, Rita, Gustav, Ike, Isaac, Sandy, and Matthew, severe winter storms and flooding in California, and recent Hurricanes Harvey, Irma, Maria, Hermine, and Michael. APTIM has partnered with its clients to successfully provide comprehensive recovery services (identifications, estimating, scope development, using terminology burn of successful experience) for more than $70 billion in state and federal recovery, in addition to providing engineering and construction oversight on more than $15 billion in water-related infrastructure projects.

This disaster experience has given APTIM staff a thorough understanding of disaster recovery-related statutes, regulations, key regulatory relationships, best practices, and evolving trends and technologies to help our clients customize programs to maximize assistance to meet the needs of survivors and affected government agencies, and to accelerate recovery.

With approximately 6,500 skilled and experienced employees deployed across hundreds of offices globally, including more than 130 in California, APTIM is a trusted partner in delivering creative and customized solutions to meet the needs and challenges of our customers' projects.

D.2. Team Organization and Ability to Respond

APTIM, as the prime, has full responsibility for the team assigned to this project. APTIM's Sacramento Office, which is located about 95 minutes from PID will be our project headquarters. During project start-up, and as required, staff will be available to support PID on site. APTIM prides itself on our ability to comprehensively respond to communities' intensive and evolving needs following a major disaster. We cross-train staff so that they can more easily shift to other tasks when needed.

Key staff will be available for deployment as soon as authorization is received from PID. Other staff included in the staffing plan will be mobilized as needs arise. Our overall staff availability, as indicated in **Figure D-1**, will provide sufficient resources to execute the full scope of services included in PID's RFP.

APTIM's California Offices

Figure D-1 shows the anticipated level of participation (as Primary or Supportive) of each person. All will be available as needed according to their specialties to accomplish goals.

Figure D-1. APTIM Team Staffing Plan

Shaded rows indicate Key Personnel

Name	Firm	Role(S)	Participation Level
Jordanna Rubin LEED AP O+M, ENV SP	APTIM	Principal-in-Charge	Secondary (oversight)
Paul Jacks	APTIM	Program Director	Primary
Teresa Carter	APTIM	Senior Technical Advisor	Primary
Jeffrey Abraham	APTIM	Program Manager	Primary
Brent Takahashi	APTIM	Grants Manager/ Insurance SME	Primary
Nicole Maddox	APTIM	Grants Manager / Closeout Specialist	Secondary
Mark Frey, PMP	Stantec	Grants Manager	Primary
Ben Holt	APTIM	Data Management/ Document Management/ Financial Management	Secondary
Steve Massey	APTIM	QA/QC	Secondary
Russell Colón	APTIM	SME, Hazard Mitigation (406 Mitigation and BCA)	Secondary
Mark Lawson	APTIM	SME, Fire Recovery Issues	Secondary
Melinda Stehr	APTIM	SME, Debris Management	Secondary
Conan Monson, PE	Stantec	SME, Engineering / Water Systems Specialist	Secondary
Gabe Aranow, PE	Stantec	SME, Engineering/ Water Systems Specialist	Secondary
Kenneth Hodges, JD	APTIM	SME, Procurement/ Compliance and Appeals	Secondary

We will work with PID to develop a Workforce Management Plan that will allow us to optimize how, when, and where we complete our work, and who is best suited to perform the job. An effective plan defines a continuous process that helps streamline operations across all functions.

California is APTIM's largest emergency management market west of the Mississippi River. Several members of our core emergency management team are local to the state and have been leaders in California emergency management at state and local government levels for decades. We believe that our unique California experience, coupled with our deep national bench and extensive experience across programs and functions, will ensure recovery success for PID.

APTIM has approximately 500 employees currently working on disaster response, recovery and resiliency projects throughout the mainland United States and its territories. We have an additional 6,500 engineers, architects, inspectors, construction managers, estimators, schedulers, scientists and construction professionals in our workforce that can be leveraged to support PID as needed. In addition, APTIM has longstanding relationships with many qualified subcontracting firms that we can also leverage to support project requirements. For this project, we have assembled a team to address the stated and assumed fire-recovery needs. This team, however, is not static and can be scaled up or down depending on the level of work activity, as more information becomes available.

The APTIM Team will be led by Paul Jacks, who spent **more than 20 years working for Cal OES,** serving 8 of those years as a governor-appointed Deputy Director, responsible for the office's response and recovery operations. He is very familiar with FEMA and CDAA authorities, **having participated in the development of the enabling legislation and implementing regulations for both the Stafford Act and the CDAA.** While at Cal OES, he was directly responsible for a portfolio of state and federal projects worth more than $7 billion. Mr. Jacks also managed audit services provided by the State Controllers' Office and was responsible for coordinating monitoring and audit activities in conjunction with the FEMA Office of Inspector General. He has extensive experience working on appeals and negotiating settlements with FEMA on behalf of applicants, and during his long tenure at Cal OES, Mr. Jacks was recognized as a strong proponent for local government and as an effective advocate for subrecipient interests. Under Mr. Jacks leadership and technical oversight, APTIM will deliver PID a highly skilled grants management team able to maximize PID's recovery funding while concurrently maintaining an "audit readiness" for the program. **Section E. Staff Qualifications,** contains more information regarding the key APTIM Team members and complete resumes for all team members are included in **Section I**.

D.3. Experience

Our team members' strong relationships with federal, state, and local personnel throughout California will provide a substantial coordination benefit for PID, aiding in quickly identifying key stakeholders, therefore, avoiding roadblocks and unnecessary delays, and increasing the speed of problem resolution and the flow of recovery funding.

APTIM Has Strong Working Relationships with State and Federal Entities

U.S. Housing and Urban Development	Cal OES
FEMA Region IX	California Department of Parks and Recreation
U.S. Army Corps of Engineers	California Department of Transportation
Cal Recycle	Federal Highways Administration (FHWA)
California Housing and Community Development Department	

Figure D-2 lists **ongoing** grant management projects.

Figure D-2. APTIM's Active Disaster Recovery Work

Client	Service Dates	Description
APTIM		
City of Chico, CA	1/2019 – Present	Disaster Recovery Management Services
Puerto Rico Department of Natural and Environmental Resources	2016 – Present	Grant Application and Grant Management; secured $25.5 million in ESF 3 funding to provide emergency repairs to 13 pump stations and water distribution system
County of Monterey, CA	12/2017 –Present	Disaster Recovery Services including Storm Recovery from DR-4301 and DR-4308. General Program Support and Guidance
Merced County, CA	5/2017 – Present	Disaster Recovery Services including Storm Recovery from DR-4301 and DR-4308 and FEMA Reimbursement/Public Assistance Program

Client	Service Dates	Description
City of Bonita Springs, FL	1/2018 – Present	Hurricane Irma Recovery including Categories A Through G, Mitigation Project Support for Section 406 and 404 Project Formulation and Grant Application and CDBG-DR Grant Management
Collier County, FL	11/2018 –Present	Emergency Management, Homeland Security Exercise Evaluation Plan, School Security Consortium, and State Homeland Security Grant Program
Clay County, FL	10/2018 –Present	Planning and Technical Services for the Department of Emergency Management
Village of Estero, FL	8/2018 – Present	FEMA Grant Management Services
State of California HCD	2/2007- Present	Resiliency Technical Assistance and Grant Management
Orange County, FL	11/2018 –Present	Consulting and Training for the Office of Emergency Management
Louisiana Governor's Office of Homeland Security & Emergency Preparedness	8/2011 – Present	Technical assistance for Stafford Act Programs, Public Assistance, Hazard Mitigation, Individual Assistance, National Flood Insurance Act support, and FEMA Reimbursement
New York City Housing Authority	3/2014 – Present	Long-term Hurricane Sandy Long-Term Recovery Program including FEMA Public Assistance Program Closeouts
Port Authority of New York & New Jersey	8/2015 – Present	Hurricane Sandy Storm Recovery Services including General Program Support and FEMA Reimbursement
Bossier Parish, LA	6/2016 – Present	FEMA Reimbursement, Architectural and Engineering Services for Road/Bridge Repairs
Webster Parish, LA	6/2016 – Present	FEMA Reimbursement, Architectural and Engineering Services For Road/Bridge Repairs
Stantec		
San Francisco Public Utilities Commission (SFPUC)	9/2017 – Present	Rim Fire Recovery for FEMA Categories A through G projects, project formulation, grant application, and grant management
SFPUC	1/2018 – Present	Moccasin Storm 2018 Recovery for Cal OES CDAA grant projects, project formulation, grant application, and grant management
City of Merced, California	1/2014 - Present	Develop a Wastewater Collection System Master Plan and complete EIR. Help City devise financing plan to fund improvements
Amador Water Agency	1/2018 – Present	Lake Camanche Unit 6 wastewater treatment facility capacity evaluation, waste discharge/reclamation permitting and facility plan; evaluated several siting options for new storage and irrigation facilities; assisting the Agency with permitting the new facilities with the Regional Water Board

Below we provide details of infrastructure projects from multiple jurisdictions that are comparable to the grant-funded recovery work being planned by PID. We have noted contracts, dates, and personnel from this proposal who worked on each project. These projects are also included as reference projects in **Section G. References**.

Water System Restoration in Puerto Rico

Client: Puerto Rico Department of Natural and Environmental Resources
Client Contact: Armando G. Otero Pagán, Deputy Secretary
Phone: 787-637-7445, Email: armando.otero@drna.pr.gov
Prime: CSA; APTIM subcontractor; Project Dates: 2016 to Present; Key Personnel: Russel Colón, Teresa Carter

As a subcontractor to CSA and then DCMC, APTIM is providing emergency work response to catastrophic Irma and Maria storm damage in Puerto Rico. Assisting the Department of Natural and Environmental Resources, APTIM negotiated with FEMA to address storm-related damage to 13 Flood Control Pumping Stations, with a 740,000 gallons per minute capacity. APTIM developed Damage Descriptions and scopes of work identifying eligible emergency and permanent work. APTIM wrote $10 million in actionable PW scopes of work for four pump stations. The remaining nine stations took an additional week to gather additional supporting documentation justifying emergency work totaling $21 million for emergency repairs.

Disaster Recovery Management Services City of Chico, CA

Client: City of Chico
Client Contact: Scott Dowell, Assistant City Manager
Phone: 530-965-0858; email: scott.dowell@Chicoca.gov
Prime: APTIM; Project Dates: January 2019 – Ongoing
Key Personnel: Paul Jacks, Jordanna Rubin, Jeff Abraham, Mark Lawson

APTIM was selected by the City of Chico to provide Disaster Recovery Management services following the most destructive and most deadly wildfire in California history: the Camp Fire. Although the City did not sustain any direct damages from the fire, the large influx of neighboring residents has caused its own set of unique problems for the City. Through strategic planning and collaboration with FEMA and Cal OES, our team is identifying creative ways for the City to navigate the grant management process while minimizing risk and maximizing reimbursement from applicable funding sources and programs. To date, APTIM has represented the City during meetings with FEMA and Cal OES and continues to search for creative ways to recoup the costs associated with the secondary and latent damages that currently exist.

Expert Professional Storm Mitigation & Resilience Insurance Adjustment, & Grant Management Services for Federally Funded Storm Resiliency Projects, New York, NY

Client: Port Authority of New York and New Jersey
Client Contact: Joseph Simenic, Program Director SMRO
Phone: 212-435-4051; email: jsimenic@panynj.gov
Prime: APTIM; Project Dates: August 2015 – Ongoing
Key Personnel: Paul Jacks, Jeff Abraham, and Ben Holt

APTIM is providing advisory services to navigate the grant management process, minimize risk, and maximize reimbursement from FEMA's PA program and other grant sources that the Authority is entitled to. Under contract, APTIM provides expertise in the following areas: cost estimating and analysis; insurance recovery; direct administrative cost recovery; Alternate/Improved and SRIA Section 428 Projects; 406 Hazard Mitigation and Benefit-Cost Analysis; policy advice; procurement; closeout management; and audit preparation. To date, APTIM has assisted PANYNJ manage and recover over $730 million in disaster-related funding through various funding sources. All of these funds and associated backup documentation are organized and uploaded in Quick Base©. This helps PANYNJ facilitate closeout and prepare for potential state and federal audits.

Disaster Recovery Strategy and Consulting Services—Merced County, CA

Client: Merced County, CA; Client Contact: Mark Cowart, CIO and Administrative Services Director
Phone: 209-385-7612, Email: mcowart@co.merced.ca.us
Prime: APTIM; Project Dates: May 2017 to present
Key Personnel: Paul Jacks, Jeffrey Abraham, Brent Takahashi, Ben Holt, and Melinda Stehr

In response to flooded infrastructure (primarily roads and bridges), APTIM provides Merced County government entities with technical assistance and strategic recovery and policy guidance for two back-to-back disaster declarations. The County sustained damaged infrastructure in excess of $9 million for the two incidents. APTIM coordinates with multiple entities including Cal OES, FEMA, and Caltrans for FHWA-ER grants to manage approximately $1 million in grant-recovery funding. APTIM provides expertise in: cost estimating and analysis; insurance recovery; appeals and arbitration; direct administrative cost recovery; policy advice, procurement; and debris management and monitoring. APTIM uses a customized Quick Base© application for this project to track all costs, deliverables, budgeting, insurance recoveries, project management, timekeeping, DAC reimbursement tracking, formulation, and damage assessments.

SFPUC Moccasin Storm Event—CDAA Grant Coordination

Client: San Francisco PUC; Client Contact: Jimmy Leong, Principal Engineer
Phone: 209-989-2040, Email: jleong@sfwater.org
Prime: Stantec; Project Dates: 1/2018 to present
Key Personnel: Mark Frey

Stantec worked with the San Francisco Public Utilities Commission CDAA Grant Manager and staff as well as Cal OES and FEMA staff, in the development of Disaster Survey Reports (DSRs) utilized to formulate grant eligible scopes of work and cost estimates to ensure all applicable scopes and costs were identified. Activities included: site visits to inspect damaged assets, development of detailed scopes of work for recovery efforts and associated cost documentation (labor estimates, contractor costs, debris removal estimates, debris weight tickets and truckloads, etc.), and development of in-kind replacement cost estimates for work considered to be betterments. Following DSR development and prior to obligation by Cal OES, Stantec provided a critical review of the DSRs to ensure that all scope is discussed so that grant reimbursement is not jeopardized.

Hetch Hetchy Capital Improvement Projects—Rim Fire Projects

Client: San Francisco Public Utilities Commission; Client Contact: Jimmy Leong, Principal Engineer
Phone: 209-989-2040, Email: jleong@sfwater.org
Prime: Stantec; Project Dates: 09/2017 to present; Key Personnel: Mark Frey

The San Francisco Public Utilities Commission retained Stantec to provide a Rim Fire Scheduling and Reporting Manager to support Hetch Hetchy Water and Power System and the Hetchy Capital Improvement Projects (HCIP) management. Stantec worked with the HCIP Regional Project Manager, Rim Fire Project Managers, the SFPUC Rim Fire Grant Manager, and the SFPUC Enterprise Risk Management Group to maximize cost recovery for Rim Fire projects and SFPUC Rim Fire Grant Manager to finalize Rim Fire project closeout with the Cal OES and FEMA.

FEMA Speaks Well of US

"As emergency managers, we are immensely proud of the dedication and professionalism you have demonstrated by your service ...
"Your achievements are many and Hurricane Harvey, Irma, Maria, and Nate and California wildland fires disaster survivors have been and will continue to be impacted by your good work for days to come."

Christopher Smith, FEMA Individual Assistance Group Supervisor
Zachary Usher, FEMA Individual Assistance Group Deputy, October 18, 2017

D.4. STABILITY OF THE FIRM

APTIM was incorporated on April 23, 2002 in Louisiana and is classified as a Large Business. APTIM is financially stable and growing; with annual revenues near $1.5 billion and billions in backlog. Through legacy affiliated companies such as Stone & Webster, The Shaw Group, and IT Corp., APTIM has a 125-year history and continues to flourish today. In **Section I,** we have provided our financial statements for your review.

We enjoy stability in staffing as well. In fact, the average APTIM employee has been with the firm for 15 years; some much longer, for their full careers. In addition, we are successfully attracting young talent as the firm experiences steady growth, and we focus on mentorship opportunities to train and retain our talent. This mix of mature and younger staff allows us to be competitive in the pricing of our services.

SECTION E –
STAFF QUALIFICATIONS

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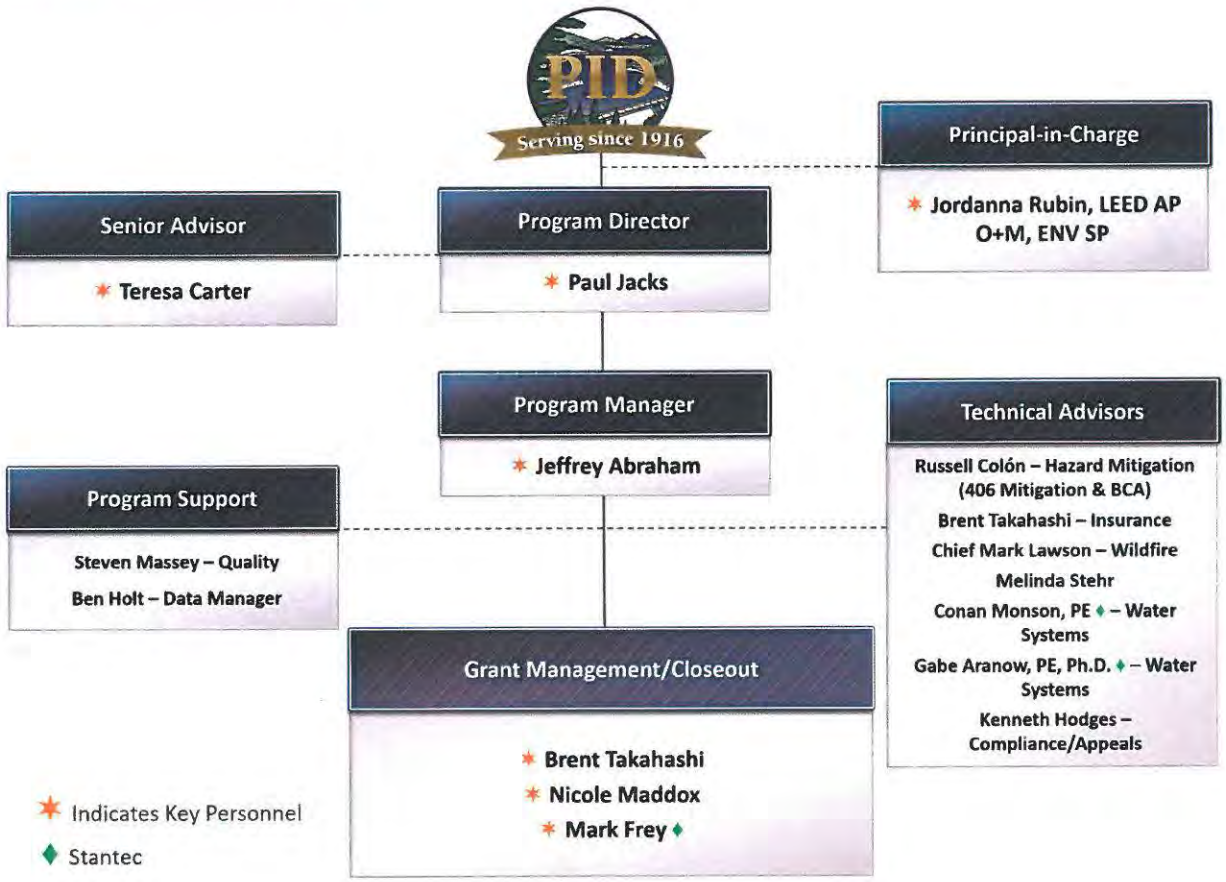
E. STAFF QUALIFICATIONS

E.1. Team Organization

At APTIM, we believe that the team structure is one of the most important aspects of a successful recovery. In our experience, effective results are derived from the people on the engagement and their ability to drive success. We have proposed a team of skilled professionals who possess the experience necessary to execute the scope of services outlined by PID. Our proposed organizational chart for PID is presented below in **Figure E-1**. The APTIM Team brings immediate benefits to disaster recovery projects in our unique ability to expand as necessary to match changing needs. The team organization can be fluid, adding additional expert staff if a need arises from our deep bench of disaster recovery personnel. We can scale team resources up or down to best satisfy the needs of PID, FEMA, and Cal OES, depending on project and workload requirements. Another benefit brought by the APTIM Team is our technical advisory group. These are subject matter experts (SMEs) who bring tremendous value to the project.

The team we have assembled has direct and relevant experience in recovery project administration, water distribution systems, and resiliency and recovery planning. Each key person is indicated with a star on the organization chart.

Figure E-1. Organizational Chart



E.2. KEY PERSONNEL

APTIM offers a team of experienced emergency managers and disaster recovery specialists, who understand the California disaster recovery environment. Our philosophy is to start with a small, well-qualified team of key personnel that can scale up or down as the workload becomes better defined. Several of the staff on the team are skilled in multiple areas and can move quickly and adroitly to cover other functions, as required. Although the roster includes several specialists and SMEs, we expect to use this personnel only on an occasional basis to address specialized or technical issues that might come up. Brief biographies for our key personnel are below. Resumes for the full team are in the **Appendix**.

Principal-in-Charge: Jordanna Rubin, LEED AP O+M, ENV SP

Based in California, Ms. Jordanna Rubin has over 20 years of experience, focused on resiliency and sustainability program design and implementation. She is the Director of the Resiliency Solutions service line at APTIM, where she manages resiliency programs that help commercial and government clients survive, adapt and thrive in the face of environmental, social and economic stresses. She is currently serving as a policy advisor to the State of California's Integrated Climate Adaptation and Resilience program that is developing a sustainable forestry pilot program for Tuolumne County; a recovery program resulting from the Rim Fire. In addition, she is advising and implementing resiliency and sustainability programs for municipalities across eight states, many focused on sustainable infrastructure and disaster mitigation.

Prior to joining APTIM, Ms. Rubin was the Environmental Resources Manager for the City of Miami Beach, FL. She managed environmentally sensitive construction projects (including South Beach's "Beachwalk," a recreational corridor and shoreline protection structure), worked to incorporate sustainable and green infrastructure BMPs into City projects, and designed environmental education programs. As the PIC, Ms. Rubin will work closely with the Project Manager, Jeff Abraham, to ensure client satisfaction and guarantee that the project team has the resources required for successful project completion, in accordance with the approved contract and APTIM quality and project management standards.

Program Director: Paul Jacks

Paul Jacks is a Senior Emergency Management Analyst for APTIM, with more than 40 years of experience in emergency planning, and emergency response and recovery operations. After spending 30 years at the State of California, and more than 20 years with Cal OES, where he served for 8 years as an appointed Deputy Director in Cal OES. He is very familiar with FEMA Public Assistance and CDAA authorities, having participated in the development of the enabling legislation and implementing regulations for both the Stafford Act and the CDAA. He has been directly responsible for a portfolio of state and federal projects worth more than $7 billion. He also managed audit service contracts with the State Controllers' Office. He has extensive experience coordinating appeals and negotiating settlements with FEMA on behalf of local government applicants.

During his long tenure at Cal OES, Mr. Jacks was recognized as a strong proponent for local government and as an effective advocate for subrecipient interests. Mr. Jacks has extensive experience working on coordinating assistance for large California fires. Before joining Cal OES, Mr. Jacks worked for 8 years as a Crew Supervisor and Wildland Fire Instructor with the California Conservation Corps. As the Program Director for this project, Mr. Jacks will direct the Project Manager, report to PID, and as needed, provide high-level SME policy guidance and advice regarding state recovery authorities and procedures.

Senior Technical Advisor: Teresa Carter

Ms. Carter has been assisting the federal government, states (as former Public Assistance officer and Infrastructure Branch Chief), local governments in many roles, schools of all types, and private nonprofits throughout the country in disaster recovery, debris planning, management and operations, preparedness planning, training, and exercise. Ms. Carter has been an advisor to all types of entities in many of the largest disasters in our country in the last 30 years. She was one of four people deployed in the first days by FEMA to the World Trade Center 9/11 attacks for her experience in debris and recovery. Following Katrina, FEMA and the State of Louisiana made a joint request for her support, and she was asked to respond days after the Haiti earthquake in 2010. Ms. Carter is the former General Manager of a water district in the Santa Cruz mountains. Following the Loma Prieta earthquake, she managed the complete recovery of their destroyed water system and accessed many different funding sources (FEMA and other state and federal programs) to provide a pipeline to bring a new water source to communities that lost theirs from the damages.

Ms. Carter was deployed to Puerto Rico following Hurricane Maria as a Senior Recovery Advisor to the Puerto Rican Government. She served as a recovery adviser to PRASA (PR Water Company) and the Puerto Rico Department of Natural and Environmental Resources where she supervised and continues to advise them on the recovery from Maria. She has worked with diverse groups on very complicated projects, developing policy, recovery courses for FEMA and training many of the top leaders today. One of her specialties is working with PNP's, water companies, and drainage districts. As the Senior Technical Advisor, Ms. Carter will provide policy direction and support to the team in resolving disputes with FEMA and Cal OES.

Program Manager: Jeffrey Abraham

Jeffrey Abraham has more than 13 years of project management experience, 6 of them spent on disaster recovery projects for public sector clients at the federal, state, and local levels. Combined with his extensive experience in construction management, Mr. Abraham has several years of experience managing grants and associated projects, enabling him to excel in public sector disaster recovery consulting. During the response to Superstorm Sandy, Mr. Abraham initiated, designed, and stood up a compliance unit for the New York City Office of Management and Budget. This group was responsible for monitoring projects throughout their lifecycle to ensure adherence to local, state and federal regulations. His work there extended into resiliency, where he helped various City agencies design and implement various mitigation measures, working with the Federal Transit Authority, Federal Highway Administration, Community Development Block Grant Program, and FEMA, among others.

Mr. Abraham has served as project manager for three disaster recovery support contracts in California. He is familiar with the policies, practices, and procedures of Cal OES, in addition to the new Public Assistance Delivery Model implemented by FEMA. He has overseen a portfolio of grant-funded projects throughout the country valued at more than $40 million. His experience with distinguishing eligible/ineligible activities, identifying funding opportunities, and ensuring compliance with all applicable regulations, has allowed him to maximize awards on behalf of many of his clients. As Program Manager, Mr. Abraham will be PID's primary point of contact, and he will be responsible for ensuring that the project completes on schedule, within the allotted budget, and within approved scope and quality parameters.

Grants Manager/ Insurance Specialist: Brent Takahashi

Brent Takahashi is a disaster recovery expert whose 30-year career has included over 20 years of experience working directly with FEMA's Public Assistance program. He has served as a Project Specialist for Disasters, Strategies, and Ideas Group (DSI) assisting the State of Florida, FEMA Technical Assistance Contractor (TAC), and FEMA Region IX Disaster Assistance Employee (DAE). He also served as an Applicant Services Representative/Project Officer for the State of California OES. Mr. Takahashi conducted meetings, site inspections and obtained all necessary supporting documentation in the development of the applicants' PWs. As

a TAC Project Officer, Mr. Takahashi has written and prepared all Categories of Project Worksheets and has conducted Preliminary Damages Assessments, Applicant Briefings, and Close-Outs. In addition to those duties, he has worked as an Insurance Specialist and conducted quality assurance and quality control insurance reviews on projects. Mr. Takahashi has also worked as an Applicant Services Representative/Project Officer with the Cal OES Public Assistance Section for 6 years, writing all categories of DSRs/PWs. While at OES, Brent was the Area Coordinator and was responsible for the OES/FEMA teams that were writing DSRs/PWs for the County of Los Angeles. His other duties included reviewing all DSRs/PWs written by the teams, developing and maintaining spreadsheets to track progress in FEMA's internal database, training new team members, and serving as the direct liaison between the Recipient and FEMA.

Grants Manager/Closeout Specialist: Nicole Maddox

Nicole Maddox is a skilled grant manager with more than nine years of experience in disaster recovery grant management operations. She has direct experience dealing with grant programs offered by the US Fish and Wildlife, Environmental Protection Agency, National Oceanic and Atmospheric Association, Federal Emergency Management Agency, US Department of Veterans Affairs, and the US Army Corps of Engineers. She has extensive knowledge working on debris management issues, and she served as a debris management SME for the Bastrop Fire in Texas. She is also certified to teach FEMA's Debris Management course. Ms. Maddox has a substantive knowledge of federal disaster recovery statutes, regulations, and policy guidelines. As a grant manager for this project, she will lead project formulation efforts, in addition to coordinating closeouts at the end of the grant.

Grants Manager: Mark Frey, PMP

Mr. Frey has over 25 years of experience in the environmental field, including the past 19 years at Stantec developing a range of capabilities in project planning and execution. Mr. Frey has served as a project control specialist (PCS) for over 10 years, including the past 5 years as the lead PCS for a billion-dollar capital improvement program. Mr. Frey has also performed deputy project management duties for a number of multi-million dollar projects. In this role, Mr. Frey has managed scope, budget, and costs for several successful operation and maintenance and excavation projects. Mr. Frey has worked closely with FEMA, Cal-OES, and SFPUC personnel in coordinating cost recovery efforts for assets that sustained damage during the federally declared Rim Fire disaster and the CDAA 2018 Moccasin Storm Event. For both grant reimbursement efforts, Mr. Frey helped to identify eligible scopes of work and estimated costs for damaged assets. After obligation of grant funds for eligible projects, Mr. Frey has been responsible for the development of grant reimbursement closeout packages that detail work performed and actual costs incurred during asset recovery efforts, helping to maximize cost recovery for the projects. In addition to PCS and deputy project management duties, Mr. Frey has worked as an environmental scientist for over 19 years, performing a number of duties such as: leading a groundwater monitoring field team, managing laboratory subcontracts, laboratory auditing, laboratory coordination, data management and validation, and preparing various project deliverables. As a grant manager for this project, Mr. Frey will assist with project set-up, perform cost analyses, and assist with project formulation.

The diversity of specialties and backgrounds available through the APTIM Team mean that PIP's Program will have no question unanswered and no issue unresolved.

SECTION F – SUBCONTRACTOR QUALIFICATIONS

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F. SUBCONTRACTOR QUALIFICATIONS

Stantec

APTIM is very pleased to be partnering with Stantec for this project. As the prime, APTIM will be responsible for coordinating all aspects of the project. Stantec will provide staff resources for grant management and water system technical issues, as needed. Staff provided by Stantec will work from offices in Sacramento, Roseville, and Nevada City.

Stantec has more than 60 years of proven experience providing technical solutions to municipal water clients in northern California communities. The company's water and wastewater group has completed over 50,000 projects and accounts for approximately 18 percent of its total annual revenues. Stantec has completed more than 1,000 treatment plant designs over the company's history and currently complete about 30 significant water and wastewater design projects annually and many more studies related to water, recycled water, and wastewater management and planning. Many of these projects are of similar size and scope to what the PID may require for its water system restoration. In addition to its water system engineering, Stantec's expertise includes:

- **Disaster Response and Post Fire Recovery**. Post-disaster damage assessment and repair, field reconnaissance and survey, water resources planning and design, floodplain mapping, data dissemination, and local planning support.
- **Grant Funding Assistance**. Stantec has worked closely with FEMA, Cal OES, and San Francisco Public Utilities Commission personnel in coordinating cost recovery efforts for assets that sustained damage during the federally-declared Rim Fire disaster and the CDAA 2018 Moccasin Storm Event.

STANTEC CONTACT INFORMATION

Point of Contact: Billy Wong; **Email:** Billy.Wong2@stantec.com; **Phone:** (925) 941-1400
Address: 1340 Treat Blvd Suite 300, Walnut Creek, CA 94597; **Website:** www.stantec.com

Below are projects of interest besides the ones provided in Section D.3.

City of Woodlake, Wastewater and Stormwater Engineering and Funding Services, Woodlake, CA. Stantec has been providing on-going engineering and funding support for the City of Woodlake as it seeks to improve its wastewater collection system as well as its stormwater infrastructure. As part of this effort, Stantec has assisted the City in upgrading its wastewater treatment plant including support securing State Clean Water SRF funding, and is currently supporting the City in preparing funding applications to the State Clean Water SRF program for collection system improvements, as well as FEMA Pre-Disaster Mitigation Program and the Hazard Mitigation Grant Program to provide flood control and stormwater management.

City of Grass Valley Water Master Planning; Grass Valley, CA. Stantec conducted a condition assessment of their treatment, storage, and distribution facilities and updated their CIP and overall water system master plan. They used Bentley software for distribution modeling and condition assessments were completed in 2015 and master plan and CIP were finalized in 2016. Stantec is currently assisting the City in securing water and wastewater funding through the state Clean Water and Drinking Water SRF Programs. With Stantec's assistance, the City received $4 million from CWSRF in 2017 for sewer collection system improvements and an additional $4 million in 2019 for improvements to the wastewater treatment plant. Additional funding is anticipated in 2019 for water distribution system improvements.

SECTION G – REFERENCES

02C042019W

G. REFERENCES

APTIM manages more than 4,000 projects each year and has a long list of satisfied clients for a wide range of diverse engineering, program management, and construction management assignments, including disaster recovery projects across the county. **Figure G-1** provides contact information to serve as references for APTIM and Stantec. These include the projects described in Section D.3. We have also provided additional references for clients who would be happy to discuss the exemplary service they received from us.

Figure G-1. The APTIM Team's References

	CLIENT	DATES	CONTACT INFORMATION
APTIM Reference	**Puerto Rico Department of Natural and Environmental Resources**	2016 -2018	Armando G. Otero Pagán, Deputy Secretary armando.otero@drna.pr.gov Telephone: 787-637-7445
APTIM Reference	**City of Chico, California**	01/2019 - Present	Scott Dowell, Administrative Services Director scott.dowell@Chicoca.gov Telephone: 530-965-0858
APTIM Reference	**Port Authority of New York & New Jersey**	08/2015 – Present	Joseph Simenic, Director SMRO jsimenic@panynj.gov Telephone: 212-435-4051
APTIM Reference	**Merced County, California**	05/2017 – Present	Mark Cowart, Director of Admin Services and CIO mcowart@co.merced.ca.us Telephone: 209-385-7612
Stantec Reference	**San Francisco PUC (Rim Fire Projects, Moccasin CDAA Grant Coordination)**	09/2017- Present	Jimmy Leong, Principal Engineer jleong@sfwater.org Telephone: 209-989-2040
Stantec Reference	**City of Grass Valley, CA**	01/2014 – Present	Tim Kiser, City Manager timk@cityofgrassvalley.com Telephone: 530-274-4351
Stantec Reference	**City of Woodlake, CA**	9/2012 – Present	Ramon Lara, City Manager rlara@ci.woodlake.ca.us Telephone: 559-564-8055

Our Experience Allows Us To Be Efficient on Day 1

APTIM developed a QA/QC Manual containing regulatory, operational, and financial processes for use in Hurricanes Katrina, Rita, Ike, and others. We make refinements and best practices updates following every engagement. Our templates will provide PID a quick start in program compliance.

SECTION H –
COST PROPOSAL

02C042019W

H. COST PROPOSAL

Personnel Classifications	Budgeted Hours	Hourly Rate
Principle-In-Charge	90	180
Program Director	194	180
Program Manager	900	175
Senior Technical Advisor	78	250
Grant Manager/Insurance SME	384	145
Grant Manager / Closeout Specialist	795	110
Grant Manager	203	472
Data Management/Document Management	260	165
QA QC	128	175
SME Hazard Mitigation	351	155
SME , Fire Recovery	40	160
SME, Debris Management / Grant Specialist	40	100
SME, Engineering / Water Systems Specialist	235	176
SME, Procurement / Compliance and appeals	190	160

Schedule of Reimbursable & Additional Charges – Total Travel Budget $ 24,500
Total Not-To-Exceed Cost: $738,663

Assumptions:

Our anticipated total cost (not to exceed amount) is based on our estimated level of effort, determined after reviewing the list of projects submitted by PID in response to our questions. Our level of effort assumes that FEMA and Cal OES will initially obligate approximately $100 million. Based on our experience, we anticipate additional tasks will be required to obtain higher funding. Costs associated with these additional tasks are not included in the estimate. APTIM will provide separate cost estimates for these services, upon request.

Our estimate includes project identification, project worksheet formulation, document reviews, monitoring and closeout activities, and grant management support as defined in the scope of services in the RFP. Detailed technical engineering studies, cost estimates, white papers to demonstrate damage or develop alternatives, forensic accounting research, consultations with non-district staff (with the exception of FEMA and Cal OES staff), developing complex legal briefs in support of appeals, and other similar services not typically included as base grant management services are not included in our cost estimate. APTIM is prepared to provide separate cost estimates for these services, upon request.

Our estimate assumes that background engineering and cost estimating documents necessary to support project worksheet formulation and versioning will be provided to us by PID or its contractors, as appropriate. Should PID require support, APTIM will provide a separate cost estimate for these services.

Consistent with the scope of services, our estimate includes integrity audits and procurement and accounting guidance and reviews. Our estimate assumes that PID will lead and perform all basic procurement and accounting services. For example, staff can perform spot checks of invoices and other accounting documents but should not be relied upon to do detailed audits. Similarly, staff may review contracts for compliance and eligibility, but the cost estimate does not include the cost for developing the procurement documents. APTIM will provide separate cost estimates for these services, upon request.

In accordance with Cal OES and FEMA policy, our estimate includes full formulation services for small projects, since FEMA allows applicants to formulate their own small projects. For large projects, our estimate includes support activities such as the development of damage descriptions, scopes of work, and cost estimates. Our estimate assumes Cal OES and FEMA staff will be responsible for the actual formulation of large projects. Should the PID require additional support, APTIM will provide a separate cost estimate for these services.

SECTION I –
ADDITIONAL REQUIREMENTS & INFORMATION

02C042019W

I. ADDITIONAL REQUIREMENTS AND INFORMATION

Included in this section are:

- Required Forms
- Additional Pricing Information (PID Attachment B)
- Additional Information on Approach
- Requested Exceptions to Terms
- Resumes

ATTACHMENT A

PROPOSAL CERTIFICATION

Proposers Signature: _____ **Date:** 5/06/2019

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

ATTACHMENT B

COST PROPOSAL

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the DISTRICT at cost without mark-up.

Personnel Classifications	Budgeted Hours	Hourly Rate
Principle-In-Charge	90	180
Program Director	194	180
Program Manager	900	175
Senior Technical Advisor	78	250
Grant Manager/Insurance SME	384	145
Grant Manager / Closeout Specialist	795	110
Grant Manager	203	472
Data Management/Document Management	260	165
QA QC	128	175
SME Hazard Mitigation	351	155
SME , Fire Recovery	40	160
SME, Debris Management / Grant Specialist	40	100
SME, Engineering / Water Systems Specialist	235	176
SME, Procurement / Compliance and appeals	190	160

For more information, APTIM provides this cost breakdown.

Phase	Cost
Phase 1: Initiation	$114,220
Phase 2: Planning	$141,238
Phase 3: Execution	$279,160
Phase 4: Monitoring	$100,165
Phase 5: Closeout	$ 79,380
Schedule of Reimburesable & Additional Charges	$ 24,500
Total Not-To-Exceed Cost	**$738,663**

ATTACHMENT C

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213.
Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

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

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

Firm Name: Aptim Environmental & Infrastructure, LLC

Name and Title of Authorized Representative:

Tyson Hackenberg, Vice President

Signature of Authorized Representative:

_____

Date:

5/06/2019

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

The undersigned Tyson Hackenberg certifies, to the best of his or her knowledge, that: 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.

1. 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.

2. The undersigned shall require that the language of this certification is 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official:

_____

Name and Title of contractor's Authorized Official:

Tyson Hackenberg, Vice President

Date: 5/06/2019

APTIM APPROACH

The table below is provided with our Attachment E to demonstrate that our approach will fulfill PID's full scope scope of work and that we fully meet PID's requirements.

APTIM's Approach To Meet RFP Requirements and Scope of Services

APTIM Phase		PID's Requested Scope of Work Items
1	Initiation Phase	Identify and support PID with any immediate funding needs and opportunities, in addition to those offered by FEMA and Cal OES.
2	Planning Phase	Categorize PID's losses as follows: FEMA categories A-G, Insured/Uninsured, Responsibility of Other Federal Agencies, and Special Considerations.
		Develop a funding approach and identify other possible funding avenues for work possibly not covered by FEMA (CDAA. HUD, USDA, FHWA, etc.).
3	Execution Phase	Ensure all eligible costs damages have been identified and reported to FEMA or Cal OES in conformance with federal and state law, regulations, and guidelines
		Assist PID with allocating damages and costs to appropriate declared disasters for multiple events as required by FEMA.
		Work with PID to identify any possible alternate or improved projects and prioritize needs.
		Support overall Project Worksheet (PW) formulation efforts, including the development of damage descriptions, scopes of work and valid cost estimates.
		Assist with project formulation, grant strategy development, and DR implementation.
		Assist in compiling and summarizing FEMA Category A through G costs and in preparing support documentation for presentation to FEMA and Cal OES.
		Provide general insurance support and guidance to ensure that insurance deductions made by FEMA are appropriate and to fully-integrate Contractor's insurance claim with Contractor's FEMA recovery.
		Ensure work completed and/or costs incurred-to-date PWs are timely appropriately prioritized.
		Support cost documentation and collection for costs incurred/work completed to date.
		Assist in developing an approach to filing and tracking costs.
		Assist in capturing and summarizing eligible costs for selected departments.
		Provide guidance regarding FEMA's Obtain and Maintain insurance requirement.
		Support PID with roles and responsibilities outlined in FEMA's new model process for delivery of PA, if implemented.
		Maximize hazard mitigation opportunities to help reduce or eliminate future damages from similar events.
		Review eligibility issues and work with the PID to develop justifications for the presentation of requests for assistance to FEMA, Cal OES, and other involved agencies.
		Provide program guidance with respect to eligibility, options, contracting, change orders, documentation, and tracking.
		Prepare draft correspondence to FEMA, Cal OES, and other relevant agencies as necessary.
		Attend meetings with PID management, FEMA, and Cal OES.
		Assist District with efforts to resolve disputes with FEMA and Cal OES that may arise.
		Train PID staff on FEMA documentation requirements.
		Train PID staff on the overall disaster cost recovery process and FEMA's PA program.
4	Monitoring Phase	Identify any circumstances that may require special reviews and will support PID with these efforts, in the following areas: Insurance, Environmental, Hazard Mitigation, etc.
		Provide Quality Assurance and Quality Control support and general eligibility guidance.
		Conduct "integrity audits" for all costs incurred to date and identify any areas of concern that may jeopardize funding; include a review of any existing contracts procured to support response and recovery efforts conducted to date (review of contracts, vendor qualification process, and purchasing documentation and comparing them against the requirements of 2 CFR Part 200, and FEMA's Field Procurement Manual).
5	Closeout Phase	If PID management disagrees with FEMA or Cal OES' determinations, assist to strategize and write appeals, or support the PID in the FEMA dispute arbitration process, or Cal OES fair hearing process, as appropriate.
		When all projects are completed and a drawn down reimbursement is completed for all eligible costs, assist PID with finalizing preparations for FEMA/Cal OES final inspections and audits, and participate in exit conferences with FEMA and Cal OES or other agencies.
		Provide overall grant management support through project closeout activities.

ATTACHMENT E

SAMPLE AGREEMENT

APTIM reviewed the Sample Agreement and all attachments thereto and we request the exceptions stated below. Attached is a copy of the redlined Agreement with our proposed revisions. APTIM does not have any revisions to Exhibit D. Thank you for your consideration.

II. SCHEDULE: Delete, "Time is of the essence." And replace it with,

"Except to the extent resulting from the fault of Consultant, if the performance of the work is delayed or impaired, the time for completion of the work shall be extended appropriately, and the rates and amounts of Consultant's compensation shall be adjusted equitably."

III. RESPONSIBILITIES: Please revise this Article as follows:

- b, 4) 2nd line, delete "direct or indirect" and insert "direct" before "interest."
- Second sentence:
- Delete from 5th line, "The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work." Explanation for this deletion: This statement is duplication of the first sentence.
- Insert at the end of this Article, "Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services, and nothing stated in this Agreement shall be interpreted to require Consultant to exercise professional skill and care greater than that required in this Section III(B)(4)."

VII. TERM AND TIME FOR COMPLETION. Third line after "terminated" insert "by either party"

VIII. TIME IS OF THE ESSENCE. Delete this article in its entirety and replace it with a new definition as follows:

VIII DEFECTIVE WORK

a. The District shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's work; however, should the District become aware of such a deficiency, the District shall promptly notify Consultant in writing. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is attributable to deficiencies in District-furnished information.

b. In the event of any defect in any work that does not cause damage to persons or property, Consultant's sole responsibility shall be to either (a) re-perform any defective work according to the scope of work for that work, or (b) to commence and diligently pursue the cure of the defect. Such re-performance or cure shall be the District's sole and exclusive remedy for a defect covered by this paragraph.

X. INDEMNIFICATION, insert "AND LIMITATION OF LIABILTY"

Insert A at the beginning of the definition of Indemnity and revise this language as follows:

- Delete "agents" from 2nd line.
- 4th line, Insert, after "...therein)" "asserted by third parties against the District arising from or related to this Agreement"
- 5th line Insert after "(collectively "Claims")" ", provided that any such Claims are attributable to bodily injury,

sickness, disease, or death, or to injury to or destruction of tangible property, but only"

- 7th line, delete after "to the extent" "arising out of, pertaining to, or relating to" and replace this language with, "caused by"
- 8th line, delete "recklessness"
- Delete 3rd paragraph in its entirety:

  "Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subconsultants, except to the extent such claims, damages, or liability for injuries (including death) was caused by the District's sole or active negligence or willful misconduct."

Insert a new Section **B. LIMITATION OF LIABILITY** provision.

B. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY:

1. NEITHER CONSULTANT NOR THE DISTRICT, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OPERATION TIME, OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, EQUITY, OR OTHERWISE; AND
2. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), CONSULTANT'S LIABILITY, INCLUDING THE LIABILITY OF ITS EMPLOYEES, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE TOTAL AMOUNT OF COMPENSATION PAID HEREUNDER. THE PARTIES AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IN THIS SECTION X(B)(2) SHALL NOT APPLY TO THE EXTENT OF INDEMNITY OBLIGATIONS EXPRESSLY ASSUMED BY CONSULTANT UNDER THIS AGREEMENT FOR THIRD PARTY PERSONAL INJURY, BODILY INJURY, DEATH, OR THIRD PARTY PROPERTY DAMAGE OR LOSS.

XII. TERMINATION. Please revise this Article as shown below:

- Line 1st, replace "The District" with "Either party" and delete "with Consultant"
- Line 1st, insert after "cause" "with thirty (30) days' advance written notice.
- Line 2nd, replace "District" with "...party terminating the Agreement" and replace "Consultant" with "the other party".
- Line 5th, insert after "damages" ", if any" and insert "material" before "breach."

XIII. ENTIRE AGREEMENT. First and last lines, please replace "writing" with "Agreement."

XIV. INDEPENDENT CONTRACTOR. Please revise this article as follows:

- Line 4th, insert "to" after "wages"
- Delete from same line "or other claims by" and "or any other person."
- Delete from 5th line, C
  "Consultant shall be solely liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work."

XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE. Please delete "Butte" and replace it with "Sacramento."

XXI. HAZARDOUS MATERIALS. Please insert at the end of this provision the below language:

"In no event shall Consultant be obligated to take title to or be characterized as a generator of any pre-existing contamination or toxic or hazardous substances or constituents that were not introduced to the site by Consultant. To the extent that any applicable law, rule or regulation and the like, will or could impose definitional liability on Consultant for any such pre-existing contamination or toxic or hazardous substances or constituents in the performance of the work, such work may be performed by Contractor but only in in the capacity of "agent" of the District and further, Consultant specifically disclaims any such liability (including that imposed by CERCLA) with regard to the pre-existing contamination or toxic or hazardous substances or constituents. Furthermore, the District expressly agrees that, to the extent Consultant is obligated to sign or execute manifests or bills of lading, or similar documents related to pre-existing contamination or toxic or hazardous substances or constituents or arrange for the related transportation or disposal, Consultant shall do so only as the District's agent."

In addition to the above, please insert the following two new articles:

XXII. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

XXIII. NO THIRD PARTY BENEFICIARIES

It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein will inure only to the benefit of the parties to this Agreement.

EXHIBIT C – Insurance Requirements. Please revise the insurance requirements as noted below:

b) 3rd line, delete "not less than" before "$1,000,000...."
5th line, delete, "at least" before "$1,000,000."
15th line, delete, "minimum"

c) 2nd line, delete, "no less than" and insert "in the" before aggregate

d) 1st line, delete, "at least five" and replace it with "three (3)"

ATTACHMENT E

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this_day of_2019, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code ("District"), and Aptim Environmental & Infrastructure, LLC (Consultant), a Louisiana Limited Liability Company. District and Consultant are collectively referred to as "parties" or either individually as "party".

WITNESSETH:

A. District desires to enter into a contract with a firm to provide post-fire disaster Public Assistance and Disaster Recovery Management Services to assist in support of their recovery efforts for state and federal aid programs (FEMA and Cal/OES specifically).

B. The aforementioned work to be performed by Consultant is further described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference and is collectively referred to as the "Project".

C. Consultant desires to undertake the Project on behalf of District pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

I. SCOPE OF WORK

The Consultant shall be responsible for timely and satisfactory completion of the work on the Project in accordance with the terms of this Agreement and Exhibit "A".

II. SCHEDULE

The Project will be completed upon a mutually agreed schedule after execution of this Agreement and Consultant's receipt of written Notice to Proceed on the Project from the District. The parties agree to establish this schedule within five days of receipt of written notice to proceed. Failure to do so may result in termination of the Agreement without cost to the District. ~~Time is of the essence.~~ Except to the extent resulting from the fault of Consultant, if the performance of the work is delayed or impaired, the time for completion of the work shall be extended appropriately, and the rates and amounts of Consultant's compensation shall be adjusted equitably.

III. RESPONSIBILITIES

A. District. The District's duties and rights in connection with this Project are as follows:

1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing

background or other available factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the Project completion schedule.

2) The District shall provide access to all District facilities upon request by the Consultant at a time and in the manner mutually agreed upon as required to accommodate the work of Consultant.

3) The District shall tender payment in accordance with the provisions of Section VI(B).

B. Consultant. Consultant's duties and rights in connection with this Project are as follows:

1) Consultant shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit "A". Consultant shall supervise and direct the work and give all attention for such proper supervision and direction;

2) If Consultant furnishes labor or materials, or if Consultant incurs any expense on behalf of District, Consultant shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the completion of the work on the Project;

3) If this Agreement or any of the Exhibits hereto are ambiguous or at variance with each other, Consultant shall notify District promptly upon discovery of any such ambiguity or variance. The District may reply in writing resolving the ambiguity or variance and Consultant agrees to comply with the District's written interpretation. No claims or demands of Consultant for extra compensation as a result of changes in the work shall be authorized unless done in conformance with section IX, below.

4) Consultant covenants that it presently has no interest and shall not acquire any direct interest~~, direct or indirect~~, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

All work performed by Consultant for District pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to qualified and licensed professionals in the field for which Consultants services are retained. ~~The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work.~~ Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the

Services, and nothing stated in this Agreement shall be interpreted to require Consultant to exercise professional skill and care greater than that required in this Section III(B)(4).

5) Consultant shall be entitled to rely upon the accuracy of data and information provided by the authorized staff of the District in writing; provided such reliance is consistent with the professional standard of care.
6) Consultant agrees that it will conduct its work on the Project and perform its services in compliance with all applicable Federal, State, and local laws, regulations and ordinances.

IV. WORK PRODUCT

The District, or its designee, shall at all times have access to the work product of the Consultant while Project is under preparation or in progress. Upon completion or termination of the Project, all drawings, documents, files and notes both in written and electronic format, shall become property of the District, including without limitation all renderings, slides, sketches, plans, specifications, drafts, records, documents and other correspondence generated for or relied upon in connection with the Project. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subconsultants.

V. DESIGNATED REPRESENTATIVES

The Project shall be under direct control of [*insert name*], to whom all questions may be directed. The District's representative will be its District Manager, Kevin Phillips, or his designee who will facilitate communication between the District's staff and Consultant.

VI. COMPENSATION

A. Payment: Consultant will be paid on a time and materials basis in an amount "not to exceed" $_____(if authorized by District), and the work to be performed in Exhibit "A". No work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section IX, below. Progress payments shall be made monthly for work completed based upon the billing rates contained in the Schedule of Rates/Fees attached hereto in Exhibit "B" and incorporated herein by this reference.

B. Time of Payment: District shall make payment to Consultant within thirty (30) days from the date of receipt of Consultant's invoice for undisputed amounts. Claims for payment of disputed amounts shall be handled in accordance with sections IX and XX, below. Consultant shall continue with work on the Project notwithstanding disputes as to payment. Acceptance of the Project, or some portion thereof, or payment to Consultant by District does not in any manner relieve Consultant of its obligations under this Agreement.

VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first written above and shall remain in effect until the Project has been completed in accordance with the terms of this Agreement unless sooner terminated by either party in accordance with Article XII - Termination. The consultant will begin work upon receipt of written Notice to Proceed and will work diligently and continuously until completed in accordance with the terms of this Agreement.

VIII. ~~TIME OF THE ESSENCE~~ DEFECTIVE WORK

a. The District shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's work; however, should the District become aware of such a deficiency, the District shall promptly notify Consultant in writing. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is attributable to deficiencies in District-furnished information.

b. In the event of any defect in any work that does not cause damage to persons or property, Consultant's sole responsibility shall be to either (a) re-perform any defective work according to the scope of work for that work, or (b) to commence and diligently pursue the cure of the defect. Such re-performance or cure shall be the District's sole and exclusive remedy for a defect covered by this paragraph.

~~Time is of the essence with respect to all provisions of this Agreement.~~

~~VIII.~~IX. EXTRA WORK

A. Although work on the Project is intended and expected to adhere to the scope of work, the District reserves the right at any time during the term of this Agreement to order Consultant to perform extra work or to make changes altering, adding, or deducting from the Project. Changes shall not be binding upon either District or Consultant unless made in compliance with this section.

B. Changes may originate from the District or the Consultant. The District will transmit a written request for a proposal covering the requested change, setting forth the work in detail. Upon receipt of such request, Consultant shall promptly submit in writing to District a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Consultant to include a request for an extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension will be required.

C. If the Consultant's proposal is accepted and authorized by District, a written Change Order will be issued by District stating the extra work or change authorized and granting any required adjustments in contract price and time for completion.

D. If an agreement is not reached, District may order the Consultant, by written change order, to perform such extra work or to make changes on a time and materials basis. Such change order shall specify the estimated amount of payment to be made and the time extension allowed for such work or changes. The Consultant shall perform

such work and shall furnish the District with itemized bills only for the actual time spent and materials utilized.

E. The performance of extra work or changes pursuant to any Change Order shall be in accordance with this Agreement. No extra work shall be performed and no change shall be made unless pursuant to such written Change Order and no claim for addition to the contract price shall be valid unless so ordered.

~~IX.~~X. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Consultant agrees to indemnify, defend, and hold harmless the District, its officers, ~~agents,~~ employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) asserted by third parties against the District arising from or related to this Agreement (collectively "Claims") provided that any such Claims are~~are~~ attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by ~~arising out of, pertaining to, or relating to~~ the negligence, ~~recklessness,~~ or willful misconduct of the Consultant, excepting such injury or harm caused by District's sole or active negligence or willful misconduct, to the extent caused thereby. Consultant's indemnity obligation shall extend to Claims occurring after completion of the Project, as well as during the Project's progress.

~~Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subconsultants, except to the extent such claims, damages, or liability for injuries (including death) was caused by the District's sole or active negligence or willful misconduct.~~

Neither the termination of this Agreement nor the completion or end of the Project shall release the Consultant from its obligations to indemnify as set forth above. Consultant's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. Consultant's obligation to indemnity is not restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized representatives.

B. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY:

1. NEITHER CONSULTANT NOR THE DISTRICT, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OPERATION TIME, OR BUSINESS INTERRUPTION,

HOWSOEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, EQUITY, OR OTHERWISE; AND

2. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), CONSULTANT'S LIABILITY, INCLUDING THE LIABILITY OF ITS EMPLOYEES, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE TOTAL AMOUNT OF COMPENSATION PAID HEREUNDER. THE PARTIES AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IN THIS SECTION X(B)(2) SHALL NOT APPLY TO THE EXTENT OF INDEMNITY OBLIGATIONS EXPRESSLY ASSUMED BY CONSULTANT UNDER THIS AGREEMENT FOR THIRD PARTY PERSONAL INJURY, BODILY INJURY, DEATH, OR THIRD PARTY PROPERTY DAMAGE OR LOSS.

~~X.~~XI. INSURANCE

Consultant agrees to provide insurance coverage as set forth in Exhibit "C".

~~XI.~~XII. TERMINATION

Either party~~The District~~ may terminate this Agreement ~~with Consultant~~ at any time without cause with thirty (30) days' advance written notice. The party terminating the Agreement ~~District~~ shall so notify the other party~~Consultant~~ in writing. Upon written notification, this Agreement shall be terminated and the Consultant shall immediately stop the Consultant's work on the Project, follow all District instructions, and mitigate all costs and damages, if any. Provided Consultant is not in material breach, District shall be responsible for all costs incurred by Consultant up to the date of termination without cause.

~~XII.~~XIII. ENTIRE AGREEMENT

This Agreement~~writing~~, including Exhibits "A", "B" and "C" constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this Agreement~~writing~~.

~~XIII.~~XIV. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages to ~~or other claims by~~ any such employees or agents ~~or any other person~~ by reason of this Agreement. ~~Consultant shall be solely liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work.~~

~~XIV.~~XV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator and assigns of the parties; and each party agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the other party, which shall not be unreasonable, delayed or conditioned.

~~XV.~~XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any other remedy provided by law.

~~XVI.~~XVII. NOTICES

All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other underthis Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally, or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District
Attention: Kevin Phillips
6332 Clark Road
Paradise, CA 95969

~~XVII.~~XVIII. SUBCONSULTANTS

Except for the sub-consultants listed in Exhibit "A", no other subcontract shall be awarded or another outside consultant engaged by Consultant unless prior written approval is obtained from District, which may be withheld for any reason, in District's sole discretion. Payment to Consultant as provided in Exhibit "B" includes full payment for services to sub-consultants.

~~XVIII.~~XIX. INTERPRETATION

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto. The parties have had a full and fair opportunity to negotiate and review the terms of this agreement with their respective legal counsel and, as a result, the normal rule of interpreting ambiguities against the drafting party shall not apply.

~~XIX.~~XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE

In the event of a dispute regarding interpretation or implementation of this Agreement, including without limitation disputes concerning payment, a District representative and Consultant representative shall endeavor to resolve the dispute by meeting in person within 30 days after the request of either party. If the dispute remains unresolved and unless the parties otherwise agree, the dispute may be resolved by litigation and any party may at its option pursue any available legal remedy. This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of ~~Butte~~Sacramento.

~~XX.~~XXI. HAZARDOUS MATERIALS

In the event, the Consultant or the District discover Hazardous Materials in any form at District's facilities, the Consultant and the District shall promptly confer with each other of the discovery, and the District and Consultant shall employ reasonable actions ensuring public, employee, and third-party safety.

As used herein, Hazardous Materials means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States government. In no event shall Consultant be obligated to take title to or be characterized as a generator of any pre-existing contamination or toxic or hazardous substances or constituents that were not introduced to the site by Consultant. To the extent that any applicable law, rule or regulation and the like, will or could impose definitional liability on Consultant for any such pre-existing contamination or toxic or hazardous substances or constituents in the performance of the work, such work may be performed by Contractor but only in in the capacity of "agent" of the District and further, Consultant specifically disclaims any such liability (including that imposed by CERCLA) with regard to the pre-existing contamination or toxic or hazardous substances or constituents. Furthermore, the District expressly agrees that, to the extent Consultant is obligated to sign or execute manifests or bills of lading, or similar documents related to pre-existing contamination or toxic or hazardous substances or constituents or arrange for the related transportation or disposal, Consultant shall do so only as the District's agent.

~~XXI.~~XXII. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots,

insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

XXIII. NO THIRD PARTY BENEFICIARIES

It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein will inure only to the benefit of the parties to this Agreement.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

CONSULTANT

_____

Principal-In-Charge

ATTEST:

TAXPAYER ID _____

_____

Business Type:

Corporation ☐ Yes ☐ No

_____

Other _____

Printed Name and Title

(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT

ATTEST:

_____ _____

District Secretary District Manager

Attachments:

Exhibit A - Consultant's Proposal

Exhibit B - Consultant's (2019) Schedule of Fees

Exhibit C - Insurance Requirement

EXHIBIT "A"

Proposal

Paradise Irrigation District

EXHIBIT "B"

Fee Schedule

EXHIBIT C

Insurance Requirements

By his/her signature hereunder, Consultant certifies:

a) That he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Consultant and subconsultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

b) Consultant will file with the Paradise Irrigation District before beginning work, certificates of insurance and policy endorsements satisfactory to the Paradise Irrigation District evidencing general liability coverage, of ~~not less than~~ $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of ~~at least~~ $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Paradise Irrigation District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Paradise Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by the Paradise Irrigation District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the ~~minimum~~ insurance requirements specified above. Consultant agrees to waive subrogation which any insurer may acquire by virtue of payment of any loss. Consultant shall obtain any endorsement necessary to affect this waiver of subrogation.

c) Consultant shall maintain errors and omissions liability insurance appropriate to the Consultant's profession of ~~no less than~~ $1,000,000 per claim and in the aggregate for this project.

d) Insurance must be maintained for at ~~least five~~three (3) years after completion of contract work.

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Contractor's Authorized Official:

_____

Name and Title of contractor's Authorized Official:

_____

Date: _____

Aptim Corp. and Subsidiaries
CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME
(in thousands)

	Successor Year Ended December 31, 2018	Successor Six Months Ended December 31, 2017	Predecessor Six Months Ended June 30, 2017
Revenue			
Third party	$ 1,440,375	$ 848,498	$ 1,081,004
Related party	-	-	31,057
Total revenue	1,440,375	848,498	1,112,061
Cost of revenue	1,385,803	798,059	1,048,353
Gross profit	54,572	50,439	63,708
Selling and administrative expense	65,733	35,002	33,743
Goodwill & intangibles amortization	32,207	16,167	6,797
Equity earnings	(2,363)	(1,827)	(616)
Other operating loss (income), net	444	(359)	(319)
Acquisition and integration related costs	3,108	32,528	-
(Loss) income from operations	(44,557)	(31,072)	24,103
Interest expense	(44,227)	(22,027)	-
Interest income	212	15	16
(Loss) income before taxes	(88,572)	(53,084)	24,119
Income tax expense	(6,512)	(2,911)	(10,770)
Net (loss) income	(95,084)	(55,995)	13,349
Less: Net income attributable to non-controlling interests	(2,101)	(2,020)	(871)
Net (loss) income attributable to APTIM	(97,185)	(58,015)	12,478
Change in cumulative translation adjustment	(1,712)	754	270
Comprehensive (loss) income	$ (98,897)	$ (57,261)	$ 12,748

Aptim Corp. and Subsidiaries
CONSOLIDATED BALANCE SHEETS
(in thousands, except for par value and shares)

	Successor December 31, 2018	Successor December 31, 2017
Assets		
Cash and cash equivalents	$ 141,447	$ 131,813
Restricted and escrowed cash	5,761	5,712
Accounts receivable, net	231,407	233,480
Inventory, net	1,341	1,827
Costs and estimated earnings in excess of billings	171,028	169,613
Other current assets	11,083	53,193
Total current assets	562,067	595,638
Equity investments	7,503	9,008
Property and equipment, net (Note 5)	59,931	70,608
Goodwill, net (Note 4)	274,124	307,154
Deferred income taxes, net (Note 14)	402	-
Other non-current assets	7,040	8,711
Total assets	$ 911,067	$ 991,119
Liabilities		
Accounts payable	$ 133,985	$ 127,212
Accrued liabilities	44,421	54,610
Billings in excess of costs and estimated earnings	52,838	42,208
Income taxes payable	4,569	2,553
Total current liabilities	235,813	226,583
Long-term debt, net (Note 11)	496,622	494,640
Deferred income taxes, net (Note 14)	-	77
Other non-current liabilities	10,910	4,322
Total liabilities	743,345	725,622
Commitments & contingencies (Note 12)		
Equity		
Predecessor net parent investment	-	-
Common shares ($0.01 par value, 100 shares issued and outstanding)	0	0
Additional paid-in capital	316,870	315,000
Retained deficit	(155,200)	(58,015)
Accumulated other comprehensive (loss) income	(958)	754
Total shareholder's equity	160,712	257,739
Non-controlling interests	7,010	7,758
Total equity	167,722	265,497
Total liabilities and equity	$ 911,067	$ 991,119

Aptim Corp. and Subsidiaries
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS
(in thousands)

	Successor Year Ended December 31, 2018	Successor Six Months Ended December 31, 2017	Predecessor Six Months Ended June 30, 2017
Cash flows from operating activities			
Net (loss) income	$ (95,084)	$ (55,995)	$ 13,349
Adjustments to reconcile net (loss) income to net cash used in operating activities:			
Depreciation	15,134	7,018	3,644
Amortization	32,207	16,167	6,797
Other operating income, net	444	(359)	(319)
Deferred income taxes	(479)	77	(978)
Equity and stock-based compensation expense	720	-	1,822
Amortization of deferred financing costs	2,855	1,355	-
Changes in operating assets and liabilities:			
(Increase) decrease in receivables, net	486	(4,356)	15,556
Change in contracts in progress, net	9,215	(26,539)	(11,514)
(Increase) decrease in inventory	486	497	947
Increase (decrease) in accounts payable	8,824	56,510	(68,389)
Decrease (increase) in other current and non-current assets	13,225	(21,336)	(344)
Increase (decrease) in other accrued and non-current liabilities	(2,537)	13,855	(5,033)
Decrease (increase) in equity investments	1,631	(360)	425
Change in other, net	210	475	(1,523)
Net cash used in operating activities	(12,663)	(12,991)	(45,560)
Cash flows from investing activities			
Working capital adjustment related to purchase of Capital Services business	29,795	(667,397)	-
Capital expenditures	(5,332)	(6,933)	(2,009)
Investments in unconsolidated entities	(1,514)	(299)	-
Distributions from unconsolidated entities	498	-	1,250
Proceeds from sale of property and equipment	2,646	727	475
Net cash provided by (used in) investing activities	26,093	(673,902)	(284)
Cash flows from financing activities			
Net transfers from CB&I	-	-	52,637
Issuance of common stock	-	0	-
Capital contributions	250	315,000	-
Proceeds from issuance of long-term debt	-	515,000	-
Payment of financing costs	(112)	(25,343)	-
Distributions to non-controlling interests	(3,885)	(2,130)	(749)
Net cash (used in) provided by financing activities	(3,747)	802,527	51,888
Net increase in cash and cash equivalents, including restricted and escrowed cash	9,683	115,634	6,044
Cash and cash equivalents, beginning of period	137,525	21,891	15,847
Cash and cash equivalents, end of period	$ 147,208	$ 137,525	$ 21,891
Supplemental disclosures of cash flow information			
Cash paid for interest	$ 41,362	$ 19,008	$ 9
Cash paid for income taxes	$ 5,219	$ 271	$ 76

APTIM Corp. and Subsidiaries
CONSOLIDATED AND COMBINED STATEMENT OF CHANGES IN EQUITY
(in thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings (Deficit)	Net Parent Investment	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests	Total
Balance at December 31, 2016 (Predecessor)	$ -	$ -	$ -	$ 550,843	$ (698)	$ 6,874	$ 557,019
Net income (loss)	-	-	-	12,478	-	871	13,349
Net transfers from CB&I	-	-	-	54,459	-	-	54,459
Change in cumulative translation adjustment	-	-	-	-	270	-	270
Distributions to non-controlling interests	-	-	-	-	-	(749)	(749)
Other	-	-	-	-	-	39	39
Balance at June 30, 2017 (Predecessor)	$ -	$ -	$ -	$ 617,780	$ (428)	$ 7,035	$ 624,387
Cancellation of Predecessor equity	-	-	-	(617,780)	428	-	(617,352)
Balance at June 30, 2017 (Predecessor)	$ -	$ -	$ -	$ -	$ -	$ 7,035	$ 7,035
Issuance of Successor common stock	$ 0	$ 315,000	$ -	$ -	$ -	$ -	$ 315,000
Balance at July 1, 2017 (Sucessor)	$ 0	$ 315,000	$ -	$ -	$ -	$ 7,903	$ 322,903
Net income (loss)	-	-	(58,015)	-	-	2,020	(55,995)
Change in cumulative translation adjustment	-	-	-	-	754	-	754
Distributions to non-controlling interests	-	-	-	-	-	(2,130)	(2,130)
Other	-	-	-	-	-	(35)	(35)
Balance at December 31, 2017 (Succcessor)	$ 0	$ 315,000	$ (58,015)	$ -	$ 754	$ 7,758	$ 265,497
Net income (loss)	-	-	(97,185)	-	-	2,101	(95,084)
Change in cumulative translation adjustment	-	-	-	-	(1,712)	-	(1,712)
Distributions to non-controlling interests	-	-	-	-	-	(3,885)	(3,885)
Parent capital contribution	-	1,150	-	-	-	-	1,150
Vesting of Class B interest (Note 10)	-	720	-	-	-	-	720
Other	-	-	-	-	-	1,036	1,036
Balance at December 31, 2018 (Succcessor)	$ 0	$ 316,870	$ (155,200)	$ -	$ (958)	$ 7,010	$ 167,722

RESUMES

Team resumes are provided in this order.

Name	Firm	Role(S)
Jordanna Rubin, MPA, LEED AP O+M, ENV SP	APTIM	Principal-in-Charge
Paul Jacks	APTIM	Program Director
Teresa Carter	APTIM	Senior Technical Advisor
Jeffrey Abraham, MBA	APTIM	Program Manager
Brent Takahashi	APTIM	Grants Manager/ Insurance SME
Nicole Maddox	APTIM	Grants Manager/Closeout Specialist
Mark Frey, PMP	Stantec	Grants Manager
Ben Holt, MS	APTIM	Data Management/Document Management/Financial Management
Steve Massey	APTIM	QA/QC
Russell Colón	APTIM	SME, Hazard Mitigation (406 Mitigation and BCA)
Mark Lawson	APTIM	SME, Fire Recovery Issues
Melinda Stehr	APTIM	SME, Debris Management
Conan Monson, MS, PE	Stantec	SME, Engineering/Water Systems Specialist
Gabe Aronow, PE	Stantec	SME, Engineering/Water Systems Specialist
Kenneth Hodges, JD	APTIM	SME, Procurement/Compliance and Appeals

Jordanna Rubin, LEED AP O+M, ENV SP

Principal-in-Charge

Professional Qualifications

Jordanna Rubin has over 20 years of experience, focused on resiliency and sustainability program design and implementation. She currently serves as Director of the Resiliency Solutions service line at APTIM, where she manages resiliency programs that help commercial and government clients survive, adapt and thrive in the face of environmental, social and economic stresses. She has a diverse professional background in environmental management and resource conservation. Her expertise and experience includes developing and implementing resiliency and sustainability programs; community engagement; strategic project finance; green infrastructure; high-efficiency buildings; sustainable remediation; resilient power; and GHG inventories.

Prior to joining APTIM, Ms. Rubin was the Environmental Resources Manager for the City of Miami Beach, FL. She managed environmentally sensitive construction projects (including South Beach's "Beachwalk;" a recreational corridor and shoreline protection structure), worked to incorporate sustainable and green infrastructure BMPs into City projects, and designed environmental education programs. She served as a liaison to environmental regulatory agencies and was a part of the engineering review team.

Additionally, Ms. Rubin served as the Assistant Director at the Columbia University Energy Policy Center in New York City. She managed the operations of the Center, including coordination of the academic programs and conference development. Most notably, she consulted on the permitting for a renewable tidal energy pilot project for Roosevelt Island, NY.

Sample Projects

Program Executive, City of Norfolk, National Disaster Resilience Program, Norfolk, Virginia (March 2017 – present)
The City of Norfolk been awarded $115,549,000 for the implementation of the Ohio Creek Water Transformation Project. APTIM has been hired as Program Manager to manage the award and the implementation of the project, ensuring the most effective resilient outcomes. Ms. Rubin will serve as the program executive providing program guidance and direction.

Principal; Strategic Adaptations for Future Environments (LA SAFE); State of Louisiana (January 2017-present) LA SAFE is a policy framework intended to complement the State of Louisiana's 2012 Coastal Master Plan. APTIM was hired to create Resilience Strategies for six coastal parishes. Ms. Rubin is assisting the team to identify current and future social, cultural, economic, and environmental risks, and vulnerabilities. Gaps in resiliency planning will be identified and community assets will be inventoried to prepare for a series of public meetings and community engagement activities.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Master of Public Administration, Environmental and Energy Policy, Columbia University, NY, 2000

Bachelor of Arts, Ancient Studies and Environmental Science, Barnard College, NY, 1998

Certificate Program, Conservation Biology, Columbia University, NY

Highlights

Facilitator for Rockefeller Resiliency Academies

Technical Advisor for 100 Resilient Cities program

Member, NIST Community Resiliency Panel

Registrations/Certifications

LEED Accredited Professional Operations and Maintenance

Envision Sustainable Professional (ENV SP)

Envision Program Verifier

Efficiency Sales Professional (ESP)

Transportation Worker Identification Credential

Stormwater, Erosion, Sediment Control Inspector-DOT, 18004, Active, Florida

Policy Advisor, State of California, National Disaster Resilience Program, Tuolumne County, California (March 2017- present)
The State of California has been awarded $70,359,459.00 to pilot its Community and Watershed Resilience Program in Tuolumne County. APTIM has been hired to provide Technical Assistance and additional staff capacity to the State during implementation of the project. Ms. Rubin serves as a Policy & Program Development Advisor.

Project Manager, Resettlement of Isle De Jean Charles, CDBG-NDR, State of Louisiana (December 2017 – December 2018)
APTIM assisted the state by performing field surveys of the island documenting its current state, community outreach activities, and interviewing each resident of the island and land owner to provide them the opportunity to resettle to an alternate location as a new tribal community or on their own elsewhere in the same local jurisdiction as the island. The second phase of this project identified and designed the new location for the tribal community, as well as make recommendations for the existing community land. Ms. Rubin was responsible for developing sustainability metrics for the design and initial design for the incorporation of a solar farm to support long term O+M costs of the community.

Project Manager, Stormwater Asset Lifecycle Model and Low Impact Development (LID); Target, Inc., Nationwide (December 2015 – September 2016)
Project and Technical Manager for Asset Risk Model and LID Project that focused on extending stormwater asset life while reducing operational costs through low impact development and landscaping modifications at store locations throughout the country. Project tasks included development of a Stormwater Assessment Model, identification of 5 priority sites for LID pilots in 2016, creation of conceptual designs per site, and application for grants and incentives to support each site.

National Disaster Resiliency Competition; Phase II Applications; State of Texas General Land Office; State of Louisiana; City of New York (July 2015- November 2015)
Project Manager for the development of the Texas GLO Phase II NDRC application. Project tasks included application narrative development, eligibly and rating factor review, benefit-cost analysis, activity budgets and schedules, and development of communications and stakeholder management plans. Projects were identified for three local communities and included wildfire management, hazard modeling, infrastructure upgrades, and floodplain buyouts. Also, assisted with the development of the application narratives for New York City and State of Louisiana.

Facilitator/ Subject Matter Expert; Rockefeller Foundation Resiliency Academies. (December 2014- 2015)
Ms. Rubin served as a facilitator and subject matter expert at the Rockefeller Foundation Resiliency Academies across the Country. She assisted numerous applicants develop their approach for the HUD National Disaster Resiliency Competition and reviewed an additional 10 applications for grant compliance and soundness of approach. Program approaches included water and stormwater management, sustainable communities, sustainable forest management, data and GIS tools, and economic resiliency.

Technical Advisor, Resiliency to Recovery Program, New York City Housing Authority (NYCHA), New York, NY (June 2015- October 2016)
Ms. Rubin served as a Technical Advisor providing targeted research and analysis on the benefits of using low impact development techniques for municipalities. Opportunities identified will be incorporated into a plan to protect 350 acres of urban residential high-rise from daily rain events to super storms like Sandy taking into consideration Sea Level Rise and Climate Change factors through 2050. In addition, she serves

as a green building manager to ensure redevelopment projects meet the Enterprise Communities Criteria.

Sustainability Advisor, Coastal Resiliency Plan; Texas General Land Office, Houston, TX (November 2013-June 2014)

Ms. Rubin served as the Sustainability Advisor for this Resiliency Study that focused on the affects and costs of recent hurricanes, and identified potential projects that had the highest impact for long-term recovery. Ms. Rubin was responsible for providing analysis for the inclusion of sustainable infrastructure, low-impact development, and management of contaminated sites.

Paul Jacks

Program Director

Professional Qualifications

Paul Jacks is a Senior Emergency Management Analyst for APTIM with more than 35 years of experience in emergency planning, and emergency response and recovery operations. Mr. Jacks retired from the state of California in 2008 after a career spanning more than 31 years, with 22 of those years spent in the California Governor's Office of Emergency Services (Cal OES). Mr. Jacks served for eight years as an appointed Deputy Director in Cal OES under Governors Schwarzenegger and Davis, where he had, at various times, overall executive management responsibility for the office's preparedness, response, recovery, and mitigation operations. In addition to serving as a Deputy Director, Mr. Jacks held Governor's appointments to the California Volunteers Commission (2006 to 2012) and the California Emergency Council, Standing Advisory Committee on Voluntary Organizations (2008 to 2012).

Mr. Jacks possesses an in-depth knowledge of federal recovery programs, policies, and procedures having participated in the development of the Stafford Act and implementing regulations since 1988. During his career, he served as a state Public Assistance Officer, Governor's Authorized Representative, or State Coordinating Officer for the state of California on 35 federally declared emergencies and disasters, more than 60 Fire Management Assistance Grant (FMAG) declarations, and more than 75 state disasters covered under a Governor's state of emergency proclamation. While at Cal OES, Mr. Jacks worked extensively on implementing California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). He also participated in a wide range of response and recovery planning activities, including the development of recovery and mitigation planning guides for state and local government, the re-design of the state emergency plan, and various assignments related to catastrophic earthquake planning for the San Francisco Bay Area. Additionally, Mr. Jacks has extensive experience working on coordinating assistance for California fires including the 49er Fire (1986), the Santa Barbara Painted Cave Fire (1990), the Oakland Hills Fire (1991), Los Angeles Urban Unrest (1992), Shasta County Fire (1999), and Southern California Wildfires in 2003 and 2007. Before joining Cal OES in 1985, Mr. Jacks worked for eight years as a Crew Supervisor and Wildland Fire Instructor with the California Conservation Corps.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Bachelor of Arts, History, Yale University, New Haven, Connecticut, 1976

Years of Experience in Disaster Recovery Operations

35 years

Highlights

Former Deputy Director of Cal OES

More than 35 years of experience in emergency services, executive management of State of California programs and policy development

Expert in SEMS/NIMS

Expertise in emergency management and disaster recovery policy, laws, and regulations

Extensive fire recovery experience

Registrations/Certifications

FEMA State Coordinating Officer Training, IS-208 State Disaster Management, IS- 230 Principles of Emergency Management, IS-700 NIMS, ICS 100, ICS 200, IS-800a National Response Framework, 2004-2007

IS546 COOP Awareness, 2009

IS-120a Introduction to Exercises, IS-701a NIMS Multi-Agency Coordination Systems, Homeland Security Exercise and Evaluation Program Training, 2010-2012

IS-775 EOC Management/Operations, 2013

IS-2900 National Disaster Recovery Framework, 2013

Sample Projects

Principal-in-Charge, Monterey County Disaster Recovery Services, Monterey County, California, 2017 – Present

Monterey County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include general program support and guidance comprising of identifying eligible costs/damages, categorizing losses, identifying possible alternate or improved projects, project worksheet formulation, special reviews, hazard mitigation opportunities, advice on procurement and documentation requirements, and policy advice and problem resolution. As the PIC, Mr. Jacks is responsible for assisting the Project Manager to ensure successful project completion. Mr. Jacks has also provided strategic policy advice to the County to assist them with problem resolution and potential appeals.

Principal-in-Charge, Merced County Disaster Recovery Services, Merced County, California, 2017 – Present

Merced County hired APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include assistance with site visit support, project worksheet formulation, advice on procurement and documentation requirements, and policy advice and problem resolution. As the PIC, Mr. Jacks is responsible for assisting the APTIM Project Manager to ensure successful project completion. Mr. Jacks has also provided strategic policy advice to the County to assist them with problem resolution and potential appeals.

Senior Planner/Subject Matter Expert, Emergency Action Plan Consolidation, City of Sacramento, Department of Utilities, Sacramento, California, 2016 – 2017

APTIM revised approximately 30 emergency plans that cover all aspects of the department's operational functions and addressing multiple applicable threats and hazards and consolidating them into streamlined and functional Emergency Operations Plan (EOP). These revisions will ensure compliance with the Environmental Protection Agency and California Occupational Safety and Health Plans requirements, as well as with SEMS and NIMS. As a senior planner, Mr. Jacks provides planning support for the plan review and EOP development tasks, with a specific emphasis on departmental emergency operations and utilization of ICS.

Project Manager, Professional Services to Analyze and Update City of Oakland Emergency Operations Plans, City of Oakland, Emergency Management Services Division, Oakland, California, 2016 – 2017

APTIM assisted the City of Oakland by providing services to update the City's EOP Base Plan, ESFs, Incident Annexes, Continuity of Operations Plan, and to complete the City's Disaster Recovery Framework (DRF), Recovery Support Functions (RSFs), and a draft Recovery Ordinance. The project involved plan analysis, design, and writing, and meeting and workshop design and facilitation. As the Project Manager, Mr. Jacks was responsible for ensuring project completion in accordance with the contract, meeting all scope, schedule, budget, and quality requirements. He also led activities related to updating the DRF and RSFs and workshop design and conduct.

Senior Emergency Management Analyst and FEMA Policy Subject Matter Expert, Expert Professional Storm Mitigation and Resilience Insurance Adjustment and Grant Management Services for Federally Funded Storm Resiliency Projects, Port Authority of New York and New York, New York, New York, September 2015 – Present

APTIM is assisting the Port Authority (PA) of New York and New Jersey with grant management activities

undertaken in response to damages caused by and expenses related to Superstorm Sandy. This project involves providing strategic guidance and project worksheet assistance to the PA, in order to help them maximize eligible funding from FEMA and the FTA and their insurance carrier. APTIM is providing project support to the PA for strategic policy advice, organizational development, development and deployment of grant management software, and the integration of activities of with the Chief Operating Officer's Office and the Office of Emergency Management related to disaster response and recovery financial services. Mr. Jacks is advising the PA regarding strategic policy issues and overseeing the development of a grant management information system.

Project Lead, Flood Response Plan and Development of Scenario-Focused Flood Contingency GIS-based Maps, City of West Sacramento, California, City of West Sacramento, California, January 2014 - January 2015

AECOM assisted the City of West Sacramento to develop a flood Emergency Response Plan, scenario-focused flood contingency maps, and a web-based, interactive and dynamic map display for use in the city's emergency operations center or to support field response operations. Mr. Jacks was responsible for overall project coordination and ensuring the achievement of project performance objectives and client satisfaction, in addition to developing the planning framework and facilitating stakeholder meetings. He also served as the Lead Facilitator/Designer for a tabletop exercise designed to test the plan.

Senior Advisor/Deputy Project Manager, Bay Area Catastrophic Earthquake Response Plan Integration, Bay Area Urban Areas Security Initiative (UASI) San Francisco Bay Area, California, January 2014 – December 2014

This project consisted of a series of tasks intended to foster the integration of the RCPGP functional plans and the Regional Emergency Coordination Plan into the Bay Area Catastrophic Earthquake Response Plan planning process, in partnership with local, state, and federal agencies. The project involved attending catastrophic planning meetings, developing concept analyses, presenting training workshops, and compiling findings into a gaps and recommendations report. Mr. Jacks attended key meetings with stakeholders, led and facilitated training workshops, and contributed to the gaps and recommendations report.

Senior Advisor/Deputy Project Manager, Core Cities Disaster Recovery Planning, Bay Area UASI, San Francisco Bay Area, California, January 2014 – December 2014

The purpose of this project was to align the San Francisco Bay Area UASI core cities' disaster recovery planning efforts with processes outlined in the National Disaster Recovery Framework. Key tasks included the development of a DRF and RSFs templates for each of the core cities (Oakland, San Francisco, and San Jose) development and conduct of a DRF/RSF orientation workshop for each core city; and the production of final deliverables and a gaps and recommendations report. Mr. Jacks facilitated planning meetings and workshops, assisted with the development of the DRFs and RSFs for one of the core cities, and provided support for the development of all deliverables.

Deputy Project Manager and Senior Advisor, Regional Catastrophic Earthquake Logistics Plan, Regional Catastrophic Preparedness Grant Program, Bay Area UASI Program, San Francisco Bay Area, California, January 2012 – January 2013

As a Senior Advisor to the team, Mr. Jacks provides subject matter expertise pertaining to state response and recovery operations involving logistics. He also assisted with the planning of multiple workshops

dealing with public-private partnerships and lifeline restoration issues and conducted a workshop for the City of Oakland, CA.

Senior Advisor and Co-Author, Development and Evaluation of Emergency Function 6 (CA-EF 6) Mass Care and Shelter, CDSS, Sacramento, California, January 2012 – January 2013
This project required the development of the CA-EF 6 Mass Care and Shelter Annex to the State Emergency Plan to address the many complex issues associated with the state's coordination role of mass care and shelter activities undertaken in response to an emergency or disaster. As a Senior Advisor and plan co-author, Mr. Jacks assisted with the writing of the CA-EF 6 annex and the development of operations guidelines for the operation and integration of CA-EF 6 into the State Operations Center (SOC) and Regional Emergency Operations Centers. He also led the development of a training and exercise program to test and refine the annex and other project documents.

Senior Advisor, Northern California Catastrophic Flood Response Plan, Cal OES, Sacramento, California, 2012 – 2013
This project required the development of a Northern California Flood Response Plan to include the Sacramento and San Joaquin Delta areas. The project involved scenario development using HAZUS-MH, extensive outreach to a diverse group of stakeholders, the development of goals and objectives, a needs assessment, and draft Courses of Action (COAs) by using FEMA's Comprehensive Planning Guide (CPG) 101. As a Senior Advisor for this project, Mr. Jacks was responsible for managing the stakeholder engagement process, facilitating meetings, and providing subject matter expertise to the project team regarding state response and recovery operations and state flood fighting policies.

Senior Advisor, Earthquake Catastrophic Planning, Regional Catastrophic Preparedness Grant Program, Bay Area UASI Program, San Francisco Bay Area, California, January 2009 – January 2011
Under this project, which covers 12 counties in the Bay Area region, AECOM prepared four functional area plans for response to a catastrophic earthquake: Debris Removal, Mass Care and Shelter, Mass Fatality, and Mass Transportation/Evacuation. As Senior Advisor, Mr. Jacks provided high-level subject matter expertise to the RCPGP Management Team and Plan Leads with regard to state catastrophic incident response operations and conducted a comprehensive cross-functional review, which included four regional plans and 38 county/city plans. Mr. Jacks also helped to develop and facilitate workshops designed to validate critical elements and concepts presented in the plans, in addition to identifying gaps and open issues for future planning efforts. Workshop findings were summarized and incorporated into workshop summary and recommendations reports.

OTHER RELEVANT STATE OF CALIFORNIA EXPERIENCE: RESPONSE AND RECOVERY OPERATIONS

- At the request of the then Governor Tom Ridge, provided support the Pennsylvania Emergency Management Agency (PEMA) on recovery issues after severe storms and flooding (FEMA-DR-1150) in 1996 by advising PEMA public assistance staff on appeals and developing position papers on various public assistance program issues.
- Managed and coordinated state response operations at the State Operations Center (SOC) for eight years as the SOC Director (1999-2008).
- Served as a member of the FEMA Long-term Recovery Task Force (ESF #14), which revised and updated ESF #14 after the 2004 Florida Hurricanes.
- Directed, monitored, and evaluated, on a continuing basis, the implementation and operation of

disaster recovery and mitigation programs and projects authorized under either a Governor's state of emergency proclamation, or federal emergency, major disaster, or FMAG declarations (1985-1993 and 1999-2008).

- Drafted legislation and proposed regulations and prepared analyses and reports pertaining to state disaster assistance programs and analyzes and recommendations regarding federal assistance programs;
- Managed as much as $1 billion in annual expenditures ($7 billion total appropriated) from the state Disaster Assistance and Federal Trust Funds, preparing fund condition reports, program estimates, budget revisions, and expenditure reports (1996-2008).
- Supervised, coordinated, and participated in the preparation of correspondence, special reports, appeal analyzes and recommendations, policy recommendations, damage survey reports, final inspection reports, audit reconciliations, and close-out documents pertaining to federal and state public assistance programs (1985-1993 and 1996-2008).
- Developed and conducted training courses and workshops for state, local, and private non-profit agency staff on disaster recovery policies and procedures, damage assessment, financial management, and audit requirements (1985-1993 and 1996-2008).
- Conceptualized and led the creation and implementation of Local Assistance Centers (LACs) to provide a centralized location for state and local government and private sector services and resource referrals to address survivor unmet needs following a disaster (1999-2008).

Teresa Carter

Senior Technical Advisor

Professional Qualifications

Ms. Carter has over 30 years of experience in emergency management planning, response, and recovery, garnered through increasingly responsible positions with state, local, and federal agency assignments. She is a former State Public Assistance Officer and Infrastructure Branch Chief (NC), General Manger for a water company in the Santa Cruz Mountains, CA, where following the Loma Preita earthquake, Ms. Carter managed the complete recovery/rebuild of their entire infrastructure. Ms. Carter was the senior adviser for FEMA /NYC debris operations at the WTC after the attacks of 9/11 and was under joint deployment request by FEMA and Louisiana as a senior advisor to Louisiana after Katrina and to Haiti after the earthquake in 2010. She was author/co-author for all of the Public Assistance and Debris courses for FEMA and the Emergency Management Institute. As Director of Operations for APTIM, she works with staff on multiple contracts across all types of response, recovery and planning contracts. She develops plans and protocols for managing and deploying multi-disciplinary staff to areas throughout the nation and US territories.

Ms. Carter has demonstrated a strong ability to generate community commitment (public and private) and to work effectively with that community, and their partners; the state and federal government. as well as a comprehensive knowledge of budgeting, finance and project planning from a business point of view.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Fullerton College, Fullerton, California

Years of Experience in Disaster Recovery Operations

30 years

Highlights

General Manager for Redwood Mutual Water Co. Redwood Estates, CA.

Developed training and guidance for Public Assistance, debris and PPDR for FEMA

Training

ICS 700,800, Raleigh, NC, 2001

Debris Operations, EMI, 2000

State Public Assistance Management, EMI, 2000

PA Operations II, EMI, 2000

Debris Management, EMI, 1999

PA Operations 1, Raleigh, NC, 1999

ICS 100,200,400, Raleigh, NC, 1999

Sample Projects

Hurricanes Irma and Maria, Response and Recovery, Office of Recovery, San Juan Puerto Rico 2017-2018

Ms. Carter assisted the Governor's Office for Recovery, assisting the commonwealth agencies with their response and recovery projects through the FEMA systems. Advised on formulation and direction of project funding. Oversaw staff of 75 engineers and Public Assistance personnel working with more than 100 commonwealth agencies. Developed the procedures and training for the Private Property Debris Removal and Demolition program that includes more than 15,000. Structures to be demolished Island wide.

Hurricane Sandy Response & Recovery, New Jersey Office of Emergency Management 2012-2016

Ms. Carter assisted numerous New Jersey communities on the Jersey Shore to recover from damages resulting from Hurricane Sandy. She oversaw Public Assistance for local clients, several large-scale debris monitoring projects, including right-of-way debris removal from roads and highways in 18 communities, marine debris removal from coastal areas and wetlands for state waters, and private property demolition removal for local communities. This involves monitoring multiple companies simultaneously, comprehensive record management, and coordination between state and local officials, FEMA, numerous

private stakeholders, and debris removal contractors. Simultaneously, she managed recovery teams and supervising administration of the FEMA Public Assistance program and all other related disaster programs for New Jersey communities.

Lead Instructor, FEMA Housing Inspection Services, Winchester, VA, 2013 – 2014
This $150-million contract supports disaster housing inspection services across the United States. Ms. Carter served as the lead course developer for the training, was the lead instructor, and trained over 900 inspectors nationwide in the first 90 days of the contract award.

SME, Catastrophic Planning and Exercise Contract, New Jersey Office of Emergency Management 2012 - 2014
Ms. Carter was the Subject Matter Expert and Program Director for the development of six Statewide Plans for; State Debris Management, working with all agencies, primarily NJDEP and NJDOT, she also developed a template to be used by counties and local governments within the State of New Jersey, Catastrophic Housing, Sheltering and Feeding Plans, State Logistics Plan, Public Information Service Announcements, Website redesign and publication library redevelopment for the State Public Information Officer.

Program Director, NJ Task Force 1 Super Bowl Exercise for a Collapsed Structure at the Meadowlands, Secaucus, NJ.
Ms. Carter coordinated the original process and staff, provided oversight of the Project Manager and his staff preforming the day to day development/management of subcontractors, and state personnel for the exercise, in preparation for the NFL Super Bowl January 2014.

Technical Director Hurricane Irene Response & Recovery, Virginia Departments of Transportation/Emergency Management, 2011 - 2012
Ms. Carter provided recovery management support, and technical expertise to state and local officials. She managed multiple debris monitoring operations, provided management and technical guidance on Project Worksheet development for the staff for delivery to FEMA, and Damage-Site Reviews for the FHWA; and managed grant administration so as to maximize the State's eligible recovery funding. She also prepared closeout-ready files for approved PWs, and Damage-Site Reviews.

Technical Director/QA/QC, COOP/COG Review, Virginia Department of Emergency Management, 2012 – 2013
Performed an independent review of 117 Continuity of Operations (COOP) Plans for the Commonwealth of Virginia, in order for VDEM to gain insight into its COOP program. The review identified strengths, challenges, and opportunities for improvements, and implementation strategies. The results of the review were reported to each agency and the Governors; office. Initially, the Berger Team worked with VDEM to develop an Assessment Tool/score-card matrix, utilizing the current VDEM and Federal COOP templates as a base. The team then performed modifications to ensure the review would meet the Commonwealth's specific needs. This tool was reviewed, revised, and approved by VDEM's Director for COOP and the Planning Director. Then each COOP Plan was assessed against the current federal guidance. Finally, feedback on each plan was provided to the directors. A final report capturing discussions, recommendations and best practices/resource was submitted at the conclusion of activities.

Technical Director/Lead Planner, Prince William County, VA NIMS Planning and Training, 2008-2009
Ms. Carter assisted with compliance and coordination of the County's Emergency Operation policies, procedures and plans with the criteria of the National Capitol Region Homeland Security Agency Strategic

Plan Initiatives, the Department of Homeland Security, and each Homeland Security Presidential Directive. She provided a broad range of services to the County; review of emergency management policies, plans and mutual aid agreements, memorandum of understanding, and operations procedures, Continuity of Government plans, and provided recommendations for revisions. Ms. Carter also coordinated with the Urban Areas Security Initiative Exercise and Training Officer to collect and analyze after-action reports, lesson learned, and determine corrective action recommendation.

Technical Director, Hurricane Ike Response, Galveston Park Board, Galveston Historic Foundation, Mary Moody Northern Foundation, 20th Century Education Foundation, & the Rosenberg Library, 2008 – 2015
Ms. Carter supported the Galveston Park Board with project development, damage assessments, coordination of communications between the client agencies, FEMA, and other recovery team members, such as USACE and GLO. She was also an integral part of each subsequent phase of the process, including management of the FEMA Public Assistance Program and Insurance Recovery; preparing NEPA compliance documents and hazard mitigation grant program proposals; developing first level appeals; PW amendments, and alternate/improved plans. Critical to these efforts was recovery/reconstruction of Galveston area parks and park property, including a U.S. Navy destroyer, several pavilions, buildings, piers, bulkheads and beaches.

Technical Assistance Contractor for Public Assistance First Appeals, FEMA, Washington, DC, 2010 – 2011
Under this IDIQ contract, Ms. Carter worked with FEMA regional offices to review, analyze, and develop draft responses to appeals filed with FEMA Regional Administrators under the public assistance program. Analysis included project eligibility, scope of work alignment, cost estimation review, and project timeline review.

Comprehensive Hurricane Recovery Management Services, City of New Orleans, New Orleans, LA Integrated Disaster Solutions, 2009 -2011
Ms. Carter acted as the Technical Director-Recovery Manager, providing technical support and expertise on several projects in support of the City's recovery program. This contract was managed in accordance with the FEMA Public Assistance Program and Insurance Recovery efforts from Hurricane Katrina. Tasks included the review and support disaster recovery efforts, appeals development, assessing impacts and guidance toward management of administration project worksheets to maximize the eligible recovery funding.

Jeffrey Abraham

Program Manager

Professional Qualifications

Jeff Abraham is a highly skilled project manager with extensive experience in planning, executing and completing projects of all sizes and complexities. Throughout his career, he has led teams that support federal, state, and local government engagements. He has also managed large-scale construction projects for the private sector. Mr. Abraham has a robust background in construction management, finance, and compliance management. He has applied these skills to serve his clients in the grants management arena. Mr. Abraham has worked on eight presidentially declared disasters and has helped dozens of applicants apply for, author, and manage grants from the following federal agencies:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- U.S. Department of Housing and Urban Development (HUD)
- U.S. Department of Homeland Security

Mr. Abraham has a successful record helping clients solve complex problems and is passionate about contributing to the recovery efforts of communities following disaster-related events.

Sample Projects

Project Manager, Monterey County Disaster Recovery Services, Monterey County, California, 2017 – Present

Monterey County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include general program support and guidance comprising of identifying eligible costs/damages, categorizing losses, identifying possible alternate and/or improved projects, assisting with project worksheet formulation, performing special reviews, seeking and applying for hazard mitigation opportunities, providing advice on procurement and documentation requirements, providing general policy advice and problem resolution with all stakeholders. As the Project Manager, Mr. Abraham is responsible for the overall execution of the project, providing oversight, strategic policy advice, and leading a team of qualified subject matter experts and disaster recovery professionals.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Master of Business Administration, Business, College of Saint Rose, Albany, New York, 2010

Bachelor of Arts, Economics, State University at Albany, Albany, New York, 2008

Associate of Applied Science, Criminal Justice, Hudson Valley Community College, Troy, New York, 2004

Years of Experience in Disaster Recovery Operations

8 years

Highlights

Team Lead and Compliance Liaison for NYC Department of Corrections

Compliance Liaison for NYC Department of Environmental Protection & NYC Department of Transportation

Experience with FEMA PA, 404 and 406 Hazard Mitigation, HUD CDBG and CDBG-DR, FEMA 428 PAAP, FHWA-ER, FTA-ER, UASI, HSGP, CDAA, Insurance

Registrations/Certifications

Certified Compliance and Regulatory Professional (R), Lubin School of Business at Pace University, July 2015

Furthermore, Mr. Abraham:

- Provides oversight on a +/- $24 million portfolio of federally-funded grant projects following the severe winter storms of 2017
- Provides strategic policy advice and grants management support for federal grant programs, including the FEMA Public Assistance Program and the FHWA-ER Program
- Formulates project worksheets and associated documentation to support the repair and restoration of damages being claimed by the county
- Manages and coordinates the workload of other APTIM Disaster Recovery Specialists
- Coordinates with the subcontractors utilized on technical projects throughout the county
- Presents technical information and advises the client on best practices
- Manages contract metrics and client expectations
- Collaborates and coordinates with Monterey County staff to effectively collect and compile the information needed to formulate project worksheets.

Project Manager, Merced County Disaster Recovery Services, Merced County, California, 2017 – Present
Merced County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include assistance with site visit support, project worksheet formulation, advice on procurement and documentation requirements, and policy advice and problem resolution. As the Project Manager, Mr. Abraham:

- Provides oversight on a $15 million portfolio of federally funded grant projects following the severe winter storms of 2017
- Provides strategic policy advice and grants management support for federal grant programs, including the FEMA Public Assistance Program and the FHWA-ER Program
- Formulates project worksheets and associated documentation to support the repair and restoration of damages being claimed by the County
- Manages and coordinates the workload of other APTIM Disaster Recovery Specialists
- Coordinates with the subcontractors utilized on technical projects throughout the County
- Presents technical information and advises the client on best practices
- Manages contract metrics and client expectations
- Collaborates and coordinates with Merced County staff to effectively collect and compile the information needed to formulate project worksheets.

Project Manager, Expert Professional Storm Mitigation and Resilience Insurance Adjustment and Grant Management Services for Federally Funded Storm Resiliency Projects, Port Authority of New York & New Jersey (PANYNJ), New York, New York, October 2016 – 2017
The Port Authority of New York and New Jersey engaged APTIM to provide a wide array of consultant services related to storm recovery from Hurricane Sandy. Services included general program support and guidance comprising of identifying eligible costs/damages, categorizing losses, identifying possible alternate and/or improved projects, assisting with project worksheet formulation, performing special reviews, seeking and applying for hazard mitigation opportunities, providing advice on procurement and documentation requirements, providing general policy advice and problem resolution with all stakeholders. Mr. Abraham was responsible for the overall execution of the project, providing oversight, strategic policy advice, and leading a team of qualified subject matter experts and disaster recovery professionals.

Responsibilities included:

- Provided emergency management and resiliency services to the Port Authority of New York and New Jersey
- Provided strategic policy advice and grants management support for federal grant programs, including the FEMA Public Assistance Program (PA), the FEMA Hazard Mitigation Grant Program (HMGP) and the US DOT FTA ER Program (FTA-ER)
- Educated and advocated for PANYNJ while working collaboratively with federal, state and other local agencies to support community recovery and resiliency
- Prepared grant documents and project worksheet amendments/versions that support the repair or replacement of damaged facilities
- Supervised and managed other APTIM Disaster Recovery Specialists and subcontractors/consultants working on the Port Authority project
- Presented technical information during meetings and advised senior leadership staff on best practices
- Managed contract metrics and internal and external reporting
- Collaborated and coordinated with all PANYNJ staff and other consultants to effectively manage projects throughout the grant lifecycle

Senior Management Consultant, Strategic and Tactical Grants Management Services, New York City Office of Management and Budget, New York, New York, June 2015 – October 2016

Managed $9 billion in funding through the FEMA PA Program for Hurricane Sandy recovery. As a Senior Management Consultant serving as the Team Lead for the NYC Department of Corrections and Conformance Liaison for NYCDOC, NYCDEP, and NYCDOT, Mr. Abraham:

- Worked with client and client agencies to understand the overall needs and requirements of the organization
- Organized, supervised, and participated in contract compliance and close-out activities for capital construction projects
- Developed plans to seamlessly integrate new processes with existing processes
- Performed audits and investigations to ensure that all federal policies and other regulations are followed
- Assisted in business process improvements, process re-engineering, and process design to achieve client expectations and goals
- Reviewed and evaluated contractor documentation for adherence to established regulations and standards
- Prepared project proposal presentations, RFP responses, and pricing metrics
- Coordinated internal client databases, project schedules, and meetings
- Recommended and implemented changes to policies and procedures when necessitated by new legislation
- Participated in pre-bid and/or pre-construction conferences
- Assisted in the development and implementation of the client's overall plan and initiatives
- Prepared various correspondence, records, and reports
- Identified technical problems and develops solutions to support client objectives
- Provided strategic advisory services on regulatory and compliance related issues

Grant Manager, New York City Department of Transportation, New York, New York, August 2014 – June 2015

- Managed and administered grants from numerous sources, including but not limited to the FTA, FHWA, FBD and DHS/FEMA
- Ensured compliance with Federal, State, and Local regulations (CFR & NYCRR)
- Planned for and execute compliance reviews according to the established review schedule and ad hoc regulatory/business commitments
- Validated compliance against established policies and procedures and applicable regulations
- Provided guidance on compliance and supervisory findings related to review areas
- Performed in-depth research, interpretation, and analysis of grant requirements
- Drafted grant applications and proposals, including the creation of all required documentation
- Tracked grant expenditures and prepare grant claims related to the use of non-City funds for personnel and non-personnel expenditures
- Developed reports on the status of claims, monies spent, and actual reimbursements
- Coordinated, prepared and performed monthly, quarterly and annual reporting of grant-funded projects
- Combined and reported information from divergent sources, such as from contracts and in-house staff, to assess and analyze funds used for certain projects and programs
- Prepared and reviewed procurement documents in accordance with Federal, State, and Local regulations
- Coordinated with project managers and associated staff to track and monitor projects
- Prepared summary reports and recommendations to continue funding, provide additional funding, or defund contracted projects and services

Grant Manager, Federal Emergency Management Agency (DHS/FEMA), Albany Joint Field Office, New York, October 2011 – August 2012

- Developed project worksheets and cost estimates using FEMA cost codes and RS Means CostWorks
- Managed subgrant applications and projects exceeding $1 million
- Provided customer service and technical assistance to each applicant in regard to project worksheets through direct communication and frequent meetings
- Scheduled meetings with community officials and performed site visits to inspect damaged facilities
- Updated the Case Management Files and project worksheet tracking spreadsheets, prepared statistical reports, responded to data requests from FEMA management, and entered project worksheets into the Emergency Management Mission Integrated Environment

Assistant Project Manager/Project Manager, G.E. Abraham Construction, Inc., Colonie, New York, January 2004 – October 2011

- Coordinated all construction activities from conceptual development through project completion
- Supervised the construction of complex luxury home developments exceeding $5 million
- Supervised on-site subcontractors and employees in charge of managing, administering, expediting, engineering, and coordinating various aspects of complex construction projects
- Managed the implementation of capital projects through the scope, design, and construction phases
- Reviewed schedules, reports, and orders prepared by consultants, contractors, and agencies to assure conformance with project completion dates

- Maintained a management information system to provide data for the planning and control for project development
- Monitored progress and ensured compliance with plans and codes, tracked and controlled costs, negotiated vendor contracts, and managed on-site safety
- Responsible for overall budgeting, cost studies, feasibility analysis, subcontractor selection, constructability review, value engineering, scheduling, and bid process

Brent Takahashi

Grants Manager, Technical Advisor - Insurance

Firm

Aptim Environmental & Infrastructure, LLC

Education

Bachelor of Science, Business Administration, California State University, Fresno, California, 1986

Highlights

30 years of emergency management experience

Experiences as an insurance adjuster, FEMA Project Specialist, and Cal OES Area Coordinator

Specializes in the PA disaster recovery program insurance requirements

Professional Qualifications

Brent Takahashi is a disaster recovery expert whose 30-year career has included over 20 years of experience working directly with FEMA's Public Assistance program. He has served as a Project Specialist for DSI assisting the State of Florida, FEMA TAC, and FEMA Region IX Disaster Assistance Employee (DAE). He also served as an Applicant Services Representative/Project Officer for the State of California Office of Emergency Services (OES). While at DSI, Mr. Takahashi directly with assigned applicants and assisted in the formulation of Project Worksheets (PWs) because of damages caused by DR-4283-FL Hurricane Mathew. Mr. Takahashi conducted meetings, site inspections and obtained all necessary supporting documentation in the development of the applicants' PWs. As a TAC Project Officer, Mr. Takahashi has written and prepared all Categories of Project Worksheets and has conducted Preliminary Damages Assessments (PDA), Applicant Briefings and Close-outs. In addition to those duties, he has worked as an Insurance Specialist and conducted quality assurance and quality control insurance reviews on projects.

Mr. Takahashi has also worked as an Applicant Services Representative/Project Officer with the State of Cal OES Public Assistance Section for 6 years, writing all categories of DSRs/PWs for DR-1008-CA Northridge Earthquake and other FEMA and/or State declared events. While at OES, Brent was the Area Coordinator and was responsible for the OES/FEMA teams that were writing DSRs/PWs for the County of Los Angeles. His other duties included reviewing all DSRs/PWs written by the teams, developing and maintaining spreadsheets to track progress in FEMA's internal database, training new team members, and serving as the direct liaison between the Recipient and FEMA

Sample Projects

Public Assistance Team Lead, Disaster Recovery Services, Puerto Rico Emergency Management Agency, San Juan, Puerto Rico, October 2017 – Present

APTIM began supporting the government of Puerto Rico in disaster response and recovery efforts shortly after Hurricane Maria, a powerful Category 4 hurricane, made direct landfall on September 20, 2017. Hurricane Maria has resulted in unprecedented property and infrastructure damage and has affected the continuity of operations of nearly all public services on the island. APTIM provides policy guidance, project support, and grants management to nearly 60 subrecipients participating in FEMA's PA program. Within 2 weeks of the major disaster declaration, APTIM deployed a team of PA specialists to develop project worksheets and expedite their obligation on behalf of applicants. Under our contract with the government of Puerto Rico, APTIM also provides safety and health inspections of public facilities and advises public agencies on emergency response operations and long-term recovery strategy. Mr. Takahashi has coordinated a team of disaster recovery specialists who are assisting the state's transportation agencies to develop eligible Emergency and Permanent Work projects for FEMA's Public Assistance program.

Senior Consultant and Disaster Recovery Specialist, Monterey County Disaster Recovery Services, Monterey County, California, May 2017 – Present

Monterey County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include general program support and guidance comprising of identifying eligible costs/damages, categorizing losses, identifying possible alternate or improved projects, project worksheet formulation, special reviews, hazard mitigation opportunities, advice on procurement and documentation requirements, and policy advice and problem resolution. As a Disaster Recovery Specialist, Mr. Takahashi is assisting the County with PW formulation. He also advises the County on insurance requirements.

Senior Consultant and Disaster Recovery Specialist, Merced County Disaster Recovery Services, Merced County, May 2017 – Present

Merced County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include assistance with site visit support, project worksheet formulation, advice on procurement and documentation requirements, and policy advice and problem resolution. As a disaster recovery specialist, Mr. Takahashi has assisted the County with PW formulation and offered his subject matter expertise on insurance requirements.

Project Specialist, Disaster Strategies and Ideas Group (DSI), December 2016 – May 2017

Worked directly with assigned applicants and assisted them in the formulation of PWs for DR-4283-FL Hurricane Mathew. Conducted meetings, site inspections and obtained all necessary backup documentation in the development of the applicants' worksheets. Assisted applicants in gathering additional information/documentation and answered questions during process.

Previously: Insurance Specialist/Project Officer, FEMA Public Assistance (PA) Tac, 2004 – December 2016

As a FEMA PA TAC, Mr. Takahashi worked as an Insurance Specialist both as a leader and as a team member on numerous federally declared disasters all over the Country. As an Insurance Specialist, he reviewed Project Worksheets and all applicable insurance policies for coverage and made any insurance reduction to avoid a duplication of benefits. A review required Mr. Takahashi to complete a Mandatory Flood Reduction Worksheet. He copied and uploaded a Mandatory Flood Reduction Worksheet into the database as an attachment to the Project Worksheet. Other insurance related duties included contacting applicants, obtaining insurance information, developing Excel insurance tracking spreadsheets, attending meetings, and other insurance-related work. In addition to insurance duties, Mr. Takahashi also wrote and prepared all Categories of Project Worksheets. He also conducted PDA, Applicant Briefings and Close-outs.

Nicole Maddox

Public Assistance Consultant

Professional Qualifications

Nicole Maddox has more than 9 years of experience in grant management for disaster recovery. She was experience dealing with various grant programs from US Fish and Wildlife, Environmental Protection Agency, National Oceanic and Atmospheric Association, Federal Emergency Management Agency, US Department of Veterans Affairs, and the US Army Corps of Engineers.

Sample Projects

Disaster Recovery Specialist, Puerto Rico Response and Immediate Needs Funding in Response to Hurricanes Irma and Maria, Puerto Rico, October 2017 – Present

APTIM began supporting the government of Puerto Rico in disaster response and recovery efforts shortly after Hurricane Maria, a powerful Category 4 hurricane, made direct landfall on September 20, 2017. Hurricane Maria has resulted in unprecedented property and infrastructure damage, and has affected the continuity of operations of nearly all public services on the island. APTIM provides policy guidance, project support, and grants management to nearly 60 subrecipients participating in FEMA's PA program. Within two weeks of the major disaster declaration, APTIM deployed a team of PA specialists to develop project worksheets and expedite their obligation on behalf of applicants. Under our contract with the government of Puerto Rico, APTIM also provides safety and health inspections of public facilities and advises public agencies on emergency response operations and long-term recovery strategy. Ms. Maddox is providing grant management support to subgrantees in Puerto Rico. She is compiling information from various agencies to develop damage descriptions and scopes of work to formulate project worksheets submitted to the state and FEMA for review. She also provides coordination and public assistance guidance across multiple agencies.

Grant Reporting Coordinator/FEMA/TDEM Coordinator, Texas General Land Office, Austin, Texas, October 2012 – October 2017

Ms. Maddox managed the financial, programmatic and MBE/WBE reporting on federal grants to the agency. She was experienced in dealing with various grant programs from US Fish and Wildlife, Environmental Protection Agency, National Oceanic and Atmospheric Association, Federal Emergency Management Agency, US Department of Veterans Affairs, and the US Army Corps of Engineers. She served on the Agency Storm Team as FEMA/TDEM Coordinator, and managed the agency's involvement with FEMA PA for DR-4332 (Harvey). Ms. Maddox represented the GLO on FEMA's Debris

Firm

Aptim Environmental & Infrastructure, LLC

Education

Bachelor of Science, Microbiology, Southwest Texas State University, San Marcos, Texas, 2001

Graduate Coursework, Biology/Epidemiology, Texas State University, San Marcos, Texas, 30+ Hours Completed

Training

FEMA Emergency Management Institute Coursework:

E-202 Debris Management (also Train the Trainer)

E-381 & E-382 Public Assistance Operations I & II

IS-100 Introduction to the Incident Command System

IS-200 ICS for Single Resources and Initial Action Incidents

IS-300 Intermediate ICS for Expanding Incidents

IS-400 Advanced ICS for Command and General Staff, Complex Incidents and MACS

IS-393 Introduction to Mitigation

IS-700 National Incident Management System (NIMS) – An Introduction

IS-800 National Response Plan (NRP) – An Introduction

G-289/290/291 Public Information Officer Series

IS-523 Coordinating Environmental & Historic

Preservation Compliance

Project Worksheet Development (2006 pilot)

All courses in FEMA's Professional Development Series

Task Force for DR-4332. She trained in the new PA program delivery model for 2017. She managed the agency's active FEMA PA project worksheets from DR-1606, DR-1791, DR 4266 and DR 4272. She advised the planning team for the agency's new housing plan on FEMA PA policies and processes. She regularly interacted with various levels of federal, state and local government. In addition, Ms. Maddox assisted in other areas as needed, assisting in information gathering for the annual financial report.

Assistant Public Assistance Officer, Texas Division of Emergency Management, Austin, Texas, November 2010 – October 2012

Ms. Maddox worked with over 100 Hurricane Ike (DR-1791) applicants in the FEMA PA Program to maximize their grant benefits, prepare them for audit (if necessary) and bring them to an accurate closeout. Regularly interacted with various levels of federal, state and local government. Worked with applicants to ensure they understand the requirements of the statutes and regulations that pertain to disaster recovery. Served as a debris SME on DR-4029 (Bastrop Wildfire). Conducted Preliminary Damage Assessments in several jurisdictions in response to a variety of disasters (flood, wildfire, tornado). Conducted training for local entities on various aspects of emergency management and disaster preparedness. Certified by FEMA to teach the G-202 Debris Management Course. Designed short debris presentations for the 2011 and 2012 Texas Emergency Management Conference and 2012 Capital Area Council of Governments Debris Workshop. Organized the Recovery Section's preparations for 2011 State Auditor's Office visit. Participated on standard operating procedure development team to develop a consistent set of procedures. Assist in other areas as needed, such as formal letter writing and compiling data for reports to FEMA.

Web Application Developer, Love American Homes, Austin, Texas, April 2010 – November 2010

Part-time contract work to build web application for the delivery of video seminars and documents to customers. Included the integration of several different software/database platforms to provide secure login access for customers of varying access levels. Also assisted in some customer assistance and database management.

FEMA Project Specialist, Dewberry, Inc., Fairfax, Virginia, February 2006 – September 2006 and February 2009 – October 2009

Performed damage assessments on damaged infrastructure sites for FEMA's Public Assistance Program (California - DR-1628, DR-1646; Arkansas - DR-1819, DR-1845). Extensive report writing and knowledge of federal statutes and regulations pertaining to reimbursement of disaster recovery costs.

Mark Frey

Grants Manager

Professional Qualifications

Mr. Frey has over 25 years of experience in the environmental field, including the past 19 years at Stantec developing a range of capabilities in project planning and execution. Mr. Frey has served as a project control specialist (PCS) for over ten years, including the past 5 years as the lead PCS for a billion-dollar capital improvement program. Using Primavera P6 and Microsoft Project, Mr. Frey has performed schedule and cost management of several projects, including development and maintenance of cost loaded project schedules, earned value analysis, tracking project resources, cost forecasting, and monitoring of critical path and other activities to ensure completion of projects on time and on budget. Closely monitored project schedules for variances for all activities and the effects on float and critical path activities.

Mr. Frey has also performed deputy project management duties for a number of multi-million dollar projects. In this role, Mr. Frey has managed scope, budget, and costs for several successful operation and maintenance (O&M) and excavation projects. On a regular basis, Mr. Frey performed earned value analysis, critical path analysis of project activities, and management of resources and subcontractors.

Utilizing these management skills, Mr. Frey has worked closely with FEMA, Cal-OES, and San Francisco Public Utilities Commission personnel in coordinating cost recovery efforts for assets that sustained damage during the federally-declared Rim Fire disaster and the California Disaster Assistance Act 2018 Moccasin Storm Event. For both grant reimbursement efforts, Mr. Frey helped to identify eligible scopes of work and estimated costs for damaged assets. After obligation of grant funds for eligible projects, Mr. Frey has been responsible for the development of grant reimbursement closeout packages that detail work performed and actual costs incurred during asset recovery efforts, helping to maximize cost recovery for the projects.

In addition to PCS and deputy project management duties, Mr. Frey has worked as an environmental scientist for over 19 years, performing a number of duties such as: leading a groundwater monitoring field team, managing laboratory subcontracts, laboratory auditing, laboratory coordination, data management and validation, and preparing various project deliverables.

Firm

Stantec

Education

BS, Biology, California State University, Sacramento, California, 1993

Years of Experience in Disaster Recovery Operations

19 Years

Highlights

Post Disaster Recovery

FEMA and Cal-OES Funding Assistance

Program Scheduling and Management

Registrations/Certifications

Project Management Professional (PMP)®, Project Management Institute

Training

Project Management Professional (PMP)®, Project Management Institute

Professional Affiliations

Member, Project Management Institute

Sample Projects

Program Scheduling and Reporting Manager, SFPUC - Hetchy Capital Improvement Projects, 2013-present

Serves as the functional manager for the Hetchy Capital Improvement Projects PCS group, working on a $1.2 billion capital improvement program. As the lead PCS, Mr. Frey manages 2 PCS and is responsible for the review and analysis of the updated project schedules and financials, and the effect of each project's cost and schedule status on the overall program. Conducted a series of PM training sessions covering earned value management, cost and schedule analysis, and estimating costs at completion. On a monthly basis, conducts monthly reviews with PMs to analyze and discuss their projects status. Mr. Frey is responsible for coordinating the production of program quarterly reports and for the final quality control review.

Scheduling and Reporting Manager, SFPUC – Rim Fire Cost Recovery Projects, SFPUC, San Francisco, California, 2017 – present

Responsible for tracking project costs and schedule for all Rim Fire related projects, and the development of the final cost at completion for each project. In addition, is responsible for coordinating the cost recovery efforts for the Rim Fire disaster projects with the FEMA and Cal-OES. Works with FEMA and Cal-OES in the development and review of Project Worksheets (PW), and provides relevant data (scopes of work, contracts, labor and equipment summaries) to aid PW development. Responsible for the review of the Grant Obligation Letters that detail project scope and costs that are eligible for Grant reimbursement. Responsible for the development of project reimbursement packages to be sent to FEMA, Cal OES, and the Insurance Company, helping to insure the maximum cost recovery for the projects.

CDAA Grant Coordinator, SFPUC – Moccasin Storm Event, SFPUC, San Francisco, California, 2018 – present

Responsible for coordinating the cost recovery efforts with Cal-OES for flood damage sustained during winter storms in 2018. Works with Cal-OES in the development and review of DSR, and provides relevant data (scopes of work, contracts, labor and equipment summaries) to aid DSR development. Responsible for the review of the Grant Obligation Letters that detail project scope and costs that are eligible for Grant reimbursement. Responsible for the development of project reimbursement packages to be sent to Cal OES, helping to insure the maximum cost recovery for the projects.

Ben Holt

Data Manager

Professional Qualifications

Benjamin Holt is a Data/GIS Manager within APTIM's Information Services group. He is highly proficient with geographic information system (GIS) software, computer-aided drafting (AutoCAD), in addition to most industry standard software packages. With more than 20 years, Mr. Holt has provided oversight on a variety of asset management, emergency response, environmental remediation and site investigation projects. He is involved as lead in GIS mapping, constructing potentiometric and isopleth maps, data evaluation, project database maintenance, project scheduling, QA/QC tasks, and all aspects of report preparation. Additional duties include the coordination of drafting responsibilities and the implementation of standards for drawings and reports.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Master of Science, Environmental Science, McNeese State University, Lake Charles, Louisiana, 1999

Bachelor of Science, Environmental Science, McNeese State University, Lake Charles, Louisiana, 1997

Years of Experience in Disaster Recovery Operations

14 years

Highlights

Over 20 years of experience in environmental management

Experienced in GIS database management

Managed the databases for two high profile jobs that were created after Hurricane Katrina

Training

Introduction to ArcView GIS, Baton Rouge, Louisiana, 2000

Sample Projects

Senior Consultant and GIS/Quick Base® Subject Matter Expert, Merced County Disaster Recovery Services, Merced County, California, 2017 – Present

Merced County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include financial and documents management through Quick Base®, ArcGIS support, project worksheet formulation, advice on procurement and documentation requirements, and policy advice and problem resolution. Mr. Holt developed a Quick Base® application with ArcGIS integration that serves as a one-stop shop for the County's recovery needs. Mr. Holt regularly updates and customizes the software to suit the County's evolving needs. He has also supported GIS mapping efforts, data evaluation, and database administration.

Data/GIS Manager, Program Management Services Related to Hurricane Sandy Long-Term Recovery, New York City Housing Authority, New York, New York, December 2013 – Present

APTIM was selected to perform program management services related to the Hurricane Sandy Long-Term Repair Program. Included was the necessity to provide data management support for the entire program. Mr. Holt has worked closely with Haggerty Consulting to institute and maintain this service through an online database management system. He is also responsible for all GIS activities associated with the program.

GIS Manager, City of Aurora Street Lighting System Inventory, City of Aurora, Aurora, Colorado, January 2015 – May 2015

APTIM provided services to inventory the City of Aurora's street lighting system. Field personnel collected data utilizing Collector for ArcGIS and uploaded the data in real-time to a secure database. APTIM's Information Services Group developed and maintained this database. The data was displayed on an

encrypted website to allow the project management team to monitor project execution and reporting.

GIS Manager, Tier I Environmental Review, New York City Department of Environmental Protection (NYCDEP), Hurricane Recovery Office, New York, New York, April 2013 – November 2015
NYCDEP selected APTIM to perform an Environmental Review of New York City in the aftermath of Hurricane Sandy. The US Department of Housing and Urban Development is responsible for administration of the CDBG –DR program to help address housing and non-housing needs in communities devastated by Hurricane Sandy. Prior to release of the grant funds, New York City completed ERs of the proposed activities for housing and non-housing construction component programs. To complete these ERs, APTIM gathered GIS data from all applicable public sources including, but not limited to, FEMA, EPA, U.S. Fish and Wildlife Service, and New York City Department of Environmental Protection. APTIM created maps to show flood hazards, wetlands, major noise pollutants, coastal zone management, threatened and endangered species, land use, etc.

GIS Manager, Bayou Corne Sinkhole, Louisiana Department of Natural Resources, Bayou Corne, Assumption Parish, Louisiana, September 2012 – Present
APTIM, as an agent for the State of Louisiana, are providing ongoing emergency response efforts and mitigation actions for the Bayou Corne project in Assumption Parish, Louisiana. This emergency services contract is in response to the ongoing collapse of a solution-mined brine cavern in the Napoleonville Salt Dome originally located at depths from 3,400 to 6,000 feet below ground surface. The collapse of the cavern has propagated to the surface creating a sinkhole that is over 32 acres and continuously expanding. The area of settlement/subsidence around the sinkhole encompasses another 20+ acres. The entire sinkhole area is approximately 2,000 feet across and the deepest part of the sinkhole is over 250 feet deep. APTIM's role in the response is to provide oversight, technical evaluation, guidance, and public communications to the citizens of Bayou Corne, Assumption Parish, and the State of Louisiana. To support this extensive scope of work, APTIM implemented a comprehensive GIS that includes analytical database management and document management systems.

GIS Manager, Program Management Services for the Rapid Repairs Program, New York City Department of Environmental Protection, Hurricane Recovery Office, New York, New York, November 2012 – March 2013
Overall data management and GIS were integral in the implementation and success of the New York City Rapid Repair Program following Hurricane Sandy. GIS was an integral part of this project. APTIM used GIS as the "pivot point" on how/when/where/what properties would be accessed so that they could be repaired quickly and efficiently allowing citizens to get back in their homes. Overall, APTIM used GIS to show progress throughout the project. APTIM updated and stored all data daily in a robust database. Early emphasis was focused on creating regional status maps for city personnel so high level decisions could be made. As the program progressed, APTIM used GIS to divide the City of New York into small divisions called Rapid Repairs Areas (RRAs). Each day, we created and distributed 440 new maps for the RRAs to the contractors electronically. These maps communicated which homes were to be accessed, completed and scheduled for that day. GIS helped make it possible to get 20,000+ people back in their homes quickly during the winter months of the U.S. northeast. At the 2014 ESRI Conference, Mr. Holt presented on the group's efforts on the New York City Rapid Repairs Program after Hurricane Sandy.

GIS Coordinator, Debris Management Project, City of East Baton Rouge/East Baton Rouge Parish, Louisiana, September 2012 – November 2012

In the aftermath of Hurricane Isaac, the City/Parish selected APTIM to provide management for all debris removal activities. As GIS Manager, Mr. Holt created and managed the debris database, including the management of all GIS files. He also created various GIS maps for field personnel, as well as senior management to provide project updates, including daily tracking maps to show progress of debris clean up.

GIS Manager, BP Deepwater Horizon Oil Spill Emergency Barrier Berm Project, Louisiana Department of Natural Resources, Office of Coastal Protection & Restoration, Coastal Louisiana, May 2010 – December 2010

APTIM constructed sand barrier berms along the seaward slopes of the Chandeleur Islands and along the islands stretching from Bastion Island eastward to Sandy Point, specifically along the approved segments described above. The project consisted of obtaining material from approved borrow locations, then depositing and shaping to the alignment and cross sections as depicted in the emergency permit. Mr. Holt managed the GIS portion of this project. He created a website that tracked the progress of the overall project. The website provided the user a GIS capability to see vessel locations as well as to display weather, oil spill trajectory projections and berm progress.

Stephen Massey
QA/QC Manager

Professional Qualifications

Stephen Massey has 30 years of experience implementing and teaching DoD, DOE, EPA and ISO-9001/14001 quality systems. Since 2008, his responsibilities have included developing, performing, managing, and improving performance-based QC programs on projects.

He led a joint venture with a Small Woman Owned Enterprise and executed $28 million contract San Diego Wildfire Residential Property Debris Removal for County of San Diego. He provided independent QA monitoring staff of debris cleanup and developed the public outreach website for the County of San Diego.

During 2017, Mr. Massey was the APTIM Corporate QC Manager responsible for developing, auditing and improving APTIM's ISO-17025-compliant quality system for our DoD AGC program. He independently assessed the DOC at Aberdeen Proving Ground, and independently verified corrective actions required for accreditation in September 2017.

Mr. Massey is the APTIM subject matter expert for root cause analysis.

Sample Projects

Program QA Manager, NAVFAC Southwest, Site Assessment, Consulting, and Remediation Services, 2010 – Present
Mr. Massey provides quality management support to the PMs, SUXOS, and Project UXO QC Specialists on Task Orders managed by APTIM for the NAVFAC SW for Operational Range Clearance and Sustainment Services. Accomplishments included working closely with SUXOS and UXOQCS to develop a project tracking system compliant with DoD Instruction 4140.62 for DD-1348s; MDAS Chain of Custodies; DEMIL Certs and Qualified Recycler Delivery Tickets to achieve 100 percent MDAS accountability.

Program QC Manager, NAVFAC Southwest, RADMAC I, EMAC I and II, and PERMAC I, Multiple Locations, 2002 – Present
Under multiple contracts valued at over $590 million, implements a RAD quality management system. Advises on RAD technical approach and three phases of control. Reviews and approves program and base-wide plans and RAD work instructions that comply with RAD license, RPP, MARSSIM, and project-specific DQOs.

Program QC Manager, NAVFAC Southwest, RAC I, EFA RAC I and II, Multiple Locations, 1995 – 2004
Under multiple contracts valued at over $680 million, developed and implemented quality programs, including Chemical Data Quality Management Plans, project UFP-QAPPs, Construction QMPs, and Project QCPs to support project teams. Provided qualified and CQM-trained QC staff on projects covering 40+ installations. Deployed program wide quality improvements and lessons learned for continuous

Firm

Aptim Environmental & Infrastructure, LLC

Education

Bachelor of Science, Geological Sciences, San Diego State University, San Diego, California

Naval Civil Engineer Corps Officer School, Munitions Response Site Management (A-4A-0093; 2008)

Years of Experience in Disaster Recovery Operations

2 years

Highlights

23 years of experience developing, performing, managing, and supervising QA/QC programs

10 years performing QA/QC on projects

Registrations/Certifications

ASQ-Certified Quality Engineer (CQE)

ASQ-Certified Quality Auditor (CQA)

USACE CQM for Contractors

Sologic™ Root Cause Analysis Master Facilitator

DoD SECRET Eligible

DoD CAC (valid through March 2020)

improvement. At the Navy's request, examined joint DoD/EPA site closeout guidance, audited the language of regulatory agency site closeout letters, and provided consultation to NAVFAC Southwest that helped the Navy accelerate site closures on the IR program.

Russell Colón

Technical Advisor - Hazard Mitigation (406 Mitigation & BCA)

Professional Qualifications

Russell Colón has more than 30 years of experience in emergency management. At APTIM, Mr. Colón led the preparation of Category B disaster recovery grants for several state agencies, providing advice and facilitating project worksheet formulation and development. His work addressed port facilities, flood control pumping stations, and temporary facilities grants, for the relocation and emergency repairs of educational facilities. In addition, he has worked with the state treasury department and the state police department on the formulation of public assistance grants.

At Adjusters International, Mr. Colón managed Section 428 Public Assistance grants and scope of work modifications for multiple applicants. He has successfully written progress payments for multiple applicants funded during Hurricane Sandy long-term recovery efforts managing $3.5 billion of grant recovery funding.

In 2012, Mr. Colón working as a Grants Manager with Jacobs on Hurricane Katrina related K-12 school Public Assistance recovery projects. He wrote multiple amendments to the scope of project work in conformance historic preservation and environmental considerations. The Recovery School District scope amendments approved by FEMA Environmental and Historical Review teams were then versioned into a new FEMA Public Assistance capped grant.

In October 2013, he worked as part of a team deployed to manage the 404 Hazard Mitigation Grant Program (HMGP) for the State of New York. In 2006, he moved on to become a 406 Mitigation Grant Specialist, where he determined mitigation grant eligibility for projects. He again changed positions in 2008 to become a Public Assistance Coordinator where his focus continued on large-scale mitigation grants and project worksheets.

Mr. Colón has multiple successes in navigating complex organizational issues and developing cost-effective processes, systems, and mitigation proposals.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Bachelor of Arts, National Science, Evergreen State College, Olympia, Washington, 1983

Highlights

Provided management and technical support for FEMA recovery programs at federal, state, and local level

Working relationships with FEMA staff deployed to disasters in Louisiana, Iowa Georgia, New York, and Florida over the past 14 years

Registrations/Certifications

Washington State DOT Erosion Control Certification, 2002

Concrete Technology Certification, Seattle Central Community College, 1988

Emergency Medical Technician Certification, King County EMS, 1980

Training

IS-0200 ICS for Single Resources and Initial Action Plans

IS-0632 Introduction to Debris Operations

IS-0700 National Incident Management System (NIMS), An Introduction

IS-0800 National Response Framework

Debris Operations, OPS II

Public Assistance OPS I

406 Hazard Mitigation

Sample Projects

Disaster Recovery Advisor, San Juan, Puerto Rico, October 2017 – Present
As part of the emergency recovery response, Mr. Colón facilitated multiple state agencies efforts in formulating emergency response public assistance grant preparation efforts to fund agency recovery funding. The agencies Mr. Colón assisted are Puerto Rico (PR) Electrical Power Authority [PREPA], PR Ports Authority, PR Treasury Dept., Port of Ponce, Economic Development Authority, Roosevelt Roads, PR State Police, Department of Education, Department of Natural and Environmental Resources, Solid Waste Management Authority, Environmental Quality Board.

Mr. Colón led the preparation of Category B disaster recovery grants for state agencies, providing advice and facilitating project worksheet formulation and development.

- Provided Federal Policy and Procedure support covering disaster recovery documentation of damages eligible for Federal Emergency Management Agency disaster recovery assistance for port facilities, flood control pumping stations, and temporary facilities grants for the relocation and emergency repairs of educational facilities
- Advised the Puerto Rico State Treasury Department on work and cost eligibility for debris removal and emergency protective disaster recovery costs incurred
- Advised the Puerto Rico State Police department on the formulation of Emergency public assistance grants to recover Uniform and Civilian Staff Overtime and Equipment costs

Facilitated the Direct Funding of $25,500,000. In direct federal funding to provide emergency diesel powered storm water pumps for the Puerto Rico Department of Natural and Environmental Resources (DNER).

New York State: 4085-DR-NY, Hurricane Sandy Long-Term Recovery Operations, January 2014 – Present
As part of the long-term recovery team for New York State, Mr. Colón played a key role in transitioning New York State's Hurricane Sandy recovery operation meeting the long-term goals of the State and its applicant's management of 428 Capped Grant Project development and Funding approval. He has successfully prepared multiple progress payments for multiple applicants meeting federal and state documentation requirements. He was part of 404 HMGP Benefit-Cost Analysis Team and did BCA for 406 HMGP. His assigned applicants included Long Island Power Authority; NYU Medical Center; Health and Hospitals Corporation, including Bellevue Hospital and Coney Island Hospital. He also worked with a bankrupt PNP Long Beach Medical Center and the Long Beach Medical Center & Nursing Home with the consolidation of multiple sites into one grant becoming a 428 Alternative Procedures grant acquired by another eligible applicant.

New York State: 404-HM-NY, Hazard Mitigation Grant Program, October 2013 - December 2013
Mr. Colón served on the team assigned to manage the Critical Infrastructure Recovery Task Force HMGP for New York State following Hurricane Sandy. His responsibilities included conducting applicant briefings throughout the State to explain the program requirements to potential applicants; reviewing LOIs and working with applicants to determine the potential eligibility of requested projects; working with potential applicants assisting in the development of their project applications; and conducting application and benefit-cost analysis (BCA) reviews. He prepared the applications to meet FEMA eligibility requirements. Upon FEMA's approval of the applications, responsibilities transitioned into grants management of the

applications, which included NEMIS entry and the identification of the potential duplication of program benefits. NYS DHSES then assigned Mr. Colón as Lead Public Assistance Coordinator.

Capped Grant Amendment and Scope Development Experience

Mr. Colón led senior managers and project managers in reviewing and validating scope development, design and construction plan documents, procedures, and controls for public assistance-funded recovery projects. He reviewed project managers and field inspector input (as applicable) regarding project cost information as it relates to available funding sources developed for the public assistance program. He performed reviews of past and ongoing Recovery School District construction master plan projects to ensure compliance with FEMA Eligibility Standards for eligible work and documentation. He documented and enhanced existing FEMA scopes of work as needed and interacted with design cost estimators and project managers to develop eligible FEMA cost estimates using RS Means Cost Works. Mr. Colón authored FEMA PWs, version amendments, alternate projects, FEMA Quarterly Report, time extension reports, and all other grant-related correspondence. He provided leadership of meetings with FEMA and state representatives on all PA/PM grant-related issues. He writes, tracks, and reports on all project milestones.

Public Assistance Specialist, Rabun County, 2011 – 2012

Mr. Colón represented Rabun County, GA with FEMA and Georgia Emergency Management Agency and assisted the county with administering Public Assistance Claims for Declared Tornado Disaster #1973. He completed close-out documentation for Disaster #1973 in Rabun County, GA for a $1.3 million Category A PW (June 2011 - January 2012). He developed a private and public agency client base to review PWs for errors and omissions in the development of damage descriptions and scope of work summaries to identify eligible work missed in the public assistance grant development process. He also identified hazard mitigation work eligible for 406 hazard mitigation opportunities.

PROJECT OFFICER, 406 MITIGATION SPECIALIST AND PUBLIC ASSISTANCE COORDINATOR, FEDERAL EMERGENCY MANAGEMENT AGENCY, 2004 – 2010

Public Assistance Coordinator (PAC)

As the PAC, Mr. Colón conducted 37 applicant briefings and kickoff meetings and completed 730 obligated PWs, including $40 million in 406 Hazard Mitigation obligated grants. He developed structural hazard control and protection projects to meet federal benefit-cost analysis standards for universities, hospitals, and public utilities; including a nuclear power plant, coal-fired power plants, electrical transmission and distribution facilities, potable water plants, sanitary wastewater facilities, telecommunication facilities, natural gas distribution facilities, and one community owned hydroelectric facility. He developed the conceptual framework to win $384 million in Public Assistance funding to replace and relocate the University of Iowa Hancher Voxman & Clapp performing arts center outside of the 500-year floodplain to restore the facility functions in several different locations. He also coordinated the development of a GIS mapping application to predict soil erosion at utility water crossing intersections to identify flood damage and future erosion risks to overhead and underground critical infrastructure.

406 Mitigation Specialist

Mr. Colón reviewed 3,000 projects for 406 Mitigation eligibility in the National Emergency Management Information System in the Quality Assurance/Quality Control queue. He authored and completed 230 obligated 406 Hazard Mitigation Grant proposals in utilities, public housing, state buildings, higher education, and hospital PNPs. He developed an Access database for identifying and tracking all projects

Categories C–G for mitigation measures in the declared hurricane disasters #1603 Katrina and #1607 Rita. He developed templates used for 87 406 Hazard Mitigation Grants used in St. Bernard Parish, LA. He also wrote the lift station grants featured on the FEMA website where $279 million was obligated to reconfigure eight lift stations as a hazard mitigation measure. Mr. Colon also directed the grant application of the large Lake Delhi Project in 2010, which won the second appeal argument and was declared eligible for Public Assistance Funding by FEMA.

Lead Project Officer for Category A and B PW Claims for Hurricane Wilma, Tallahassee and West Palm Beach, Florida

Mr. Colon responded to Hurricane Ivan as a Public Assistance Project Officer assigned to Okaloosa County, Okaloosa County Sheriff's Department, and the City of Destin, Florida. He prepared and coordinated PWs for seven hurricanes from 2004 – 2008. He developed $303 million in hazard mitigation proposals (out of $360 million of total mitigation proposals) developed from March 2007 through February 2008, which resulted from eligible disaster-related costs incurred because of the impact of Hurricanes Katrina and Rita on public services and infrastructure in Louisiana. He secured funding for four new multi-spectrum, Project 25-compliant radio repeaters for the Okaloosa County Sheriff's Department and for the replacement of 3,374 doses of vaccines, mitigating their loss with a propane refrigeration unit. He completed more than 240 PWs for five hurricanes, with approved Public Assistance grants for Wilma totaling over $150 million in grant funding for obligated Category A and B PWs for Florida State Agencies.

Mark Lawson

Technical Advisor – Fire Recovery issues

Professional Qualifications

With nearly 30 years of Fire Department experience, Mr. Lawson currently works as the Assistant Chief / Division Chief of Operations for the Merced County Fire Department in cooperation with CAL FIRE. He has complete oversite and responsibility for both operations and administrative duties for all paid, volunteer and county staff on a daily basis. He routinely represents the Chief when she is not present, at all County Board of Supervisors meetings, City Council meetings and all meetings with internal and external personnel where the fire department is required to provide representation. He has worked in several different disciplines within the Fire Department including assignments in both municipal Schedule A and wildland Schedule B assignments, Fire Prevention / Law Enforcement, Office of Emergency Services Disaster Preparedness, Training and Safety and been assigned as an Operations Section Chief on one of California's Type I Incident Management Teams. He is also a qualified Type I Incident Commander Trainee.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Associates of Arts, Fire Technology, Merced College, Merced, California, 1994

Highlights

Nearly 30 years of Fire Department experience

Training

SFM/CFSTES Certifications

SFM/FSTEP Certifications

CSTI Certifications

Incident Command System

CAL FIRE Certifications

Sample Projects

ASSISTANT FIRE CHIEF/DIVISION CHIEF OF OPERATIONS, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE), MADERA-MARIPOSA-MERCED UNIT, MERCED DIVISION, 7/2012 – 2018

Under the direction of the Unit / Fire Chief, oversaw all operations as well as all administrative responsibilities including budget and personnel management within the Department. In addition to serving as well as the Unit's Training and Safety programs manager, served as the Assistant Deputy Director of Operations for the Office of Emergency Services Disaster Preparedness Division for the County of Merced as well as the Merced County Operational Area Coordinator Assistant. Frequently interacted with local, state and federal officials to effectively assist and manage all grants, local disaster emergency management and recovery operations as well as supervise and delegate all duties of the Battalion Chief assigned to OES Disaster Preparedness who also serves as the Deputy Director of Administration. Responsible for the Fire Department personnel overall safety and preparedness to effectively respond to and mitigate all-risk emergencies. Worked collaboratively with elected officials from both the county and six cities (Merced, Los Banos, Atwater, Livingston, Gustine and Dos Palos) to provide an approved budget (approx. $20 million) within the County's Fire Fund to provide the highest level of personal protective equipment for the employees who provide essential emergency services. Oversaw and approved all grant-funded opportunities and possibilities to augment the approved budget. Supervised and oversaw the Battalion Chief / County Fire Marshal's Office and all Fire Prevention operational and administrative responsibilities throughout the County of Merced. Supervised and ensured all employee and operational safety plans have been reviewed and implemented as part of the department's Injury Illness Prevention Program (IIPP). With the Chief's permission and approval, was responsible for developing and implementing all Standard Operating Policies (SOP's) and Standard Operating Guidelines (SOG's) for the

Merced County Fire Department. Assisted, coordinated and implemented Violent Incident Guidelines to allow for the Fire Department to respond with Law Enforcement and EMS to potential violent incidents; in addition to coordinating the requisition of ballistic armor and helmets for Emergency First Responders with Fire and EMS. Provided Duty Chief coverage on a rotational basis with other executive staff Chief Officers where he assumed all operational and administrative responsibility for the entire administrative unit consisting of the counties of Madera, Mariposa, and Merced along with the cities of Madera and Atwater

BATTALION CHIEF/BATTALION 16, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) MADERA-MARIPOSA-MERCED UNIT, MERCED DIVISION, 1/2008 – 7/2012

Supervised day-to-day operations and personnel within the battalion and adjoining battalions when relieving the assigned Battalion Chiefs. Provide Chief Officer command and control at all risk incidents where a Chief Officer is required. Performed and/or supervised routine fire prevention inspections, insured fire cause and origin of a fire was established, fires of suspicious origin investigated, and initiated appropriate enforcement action(s) against fire law violators. Responsible for the proper fleet maintenance of the equipment and facilities assigned to the entire department as well as developed fire apparatus specifications and fire apparatus purchase and acquisition. Performed regular inspections for facilities and equipment within the battalion. Assisted in the planning and development of local government fire protection budget and was responsible for the management of local government operating budget within the battalion. Attend County Board Meetings, City Council meetings, volunteer meetings, County Fire Chief's meetings, and others as required. Responsible for the operational and administrative components within the Merced County Fire Department's Type I Hazardous Materials Team, Aircraft Rescue Firefighting (ARFF) as well as the Type II Technical Rescue Team.

BATTALION CHIEF/FIRE MARSHALL/PREVENTION, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE), MADERA-MARIPOSA-MERCED UNIT, MERCED DIVISION, 12/2006 – 1/2008

Supervise clerical and staff personnel in preparation of files, records, drafts, maps, etc., pertaining to fire protection planning, weed abatement program, fire protection planning, engineering, specialized protection systems, etc. Reviewed applications and set fire protection conditions of subdivisions, parcel maps, conditional use permits, plot plan approvals, variance cases, urban-specific plans, zoning changes, environmental impact reports; comment regarding all potential impacts in the area of fire protection and life safety. Assess conformity with the Uniform Fire Code – National Fire Protection Standards, Merced County Fire Code, and State and local fire safety codes. Interact with county agencies, local law enforcement, building owners, occupants, witnesses, and fire department staff during investigations, code enforcement, and training.

Melinda Stehr

Technical Advisor - Debris & Wildfire Management

Professional Qualifications

Melinda Stehr recently retired from Cal OES after almost 18 years in emergency management and disaster recovery operation. At Cal OES, she served as the state's Debris Management Specialist/ Coordinator. In that role, she provided training to local and state government representatives regarding FEMA debris planning requirements, in addition to providing direct technical assistance, as needed. Melinda also supported the state's Safety Assessment Program.

Ms. Stehr also worked in operational roles as an Operations Chief or Incident Commander for some of the largest debris management operations conducted by the state on behalf of local governments. These operations included the Angora Fire (2007), Northern California Fires (2008), San Bruno Pipeline Explosion and Fire (2010), Lake County Fires (2015), Calaveras County Fire (2015), Kern County Fires (2016) and Lake County Fire (2016).

She is currently working with APTIM to provide disaster recovery services to the County of Merced. Her role on that project includes identifying eligible work, formulating project worksheets for Public Assistance reimbursement of debris removal activities, and appeals services and negotiations with state and federal authorities. Ms. Stehr has also been assisting Cal OES as an Incident Commander for debris operations recently undertaken in Trinity, Butte, Nevada, and Yuba Counties, and is currently acting as the Incident Commander for debris operations in Ventura County.

Ms. Stehr is a nationally recognized expert on debris management and is known for her proactive and forthright approach for assisting government agencies and municipalities with their debris management issues.

Sample Projects

Debris Subject Matter Expert, Monterey County Disaster Recovery Services, Monterey County, California, 2017 – Present

Monterey County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include general program support and guidance comprising of identifying eligible costs/damages, categorizing losses, identifying possible alternate or improved projects, project worksheet formulation, special reviews, hazard mitigation opportunities, advice on procurement and documentation requirements, and policy advice and problem resolution. Ms. Stehr is responsible for providing guidance and advice regarding debris management issues to ensure that the County receives maximum reimbursement for debris-related projects.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Coursework in Physical Anthropology, American River College, Sacramento, CA, 1993-94

Years of Experience in Disaster Recovery Operations

18 years

Highlights

More than 18 years of experience in debris management in California

Training

FEMA Debris Management

FEMA Debris Management Planning for State, Tribal & Local Officials

Public Assistance Operations 1 & 2

Introduction to Exercises

Introduction to Hazardous Materials

Hazardous Debris Removal Apparatus

Emergency Planning

Sandy Recovery Improvement Act (SRIA)

Leadership and Influence

Emergency Response to Terrorism

Decision Making & Problem Solving

Debris Subject Matter Expert, Merced County Disaster Recovery Services, Merced County, California, 2017 – Present

Merced County engaged APTIM to provide a wide array of consultant services related to storm recovery from DR-4301 and DR-4308. Services include assistance with site visit support, project worksheet formulation, advice on procurement and documentation requirements, and policy advice and problem resolution. As a debris subject matter expert, Ms. Stehr is responsible for providing guidance and advice regarding debris management issues to ensure that the County receives maximum reimbursement for debris-related projects.

Emergency Services Coordinator, California Governor's Office Of Emergency Services, December 1998 – October 2016

As the statewide debris management specialist/coordinator Ms. Stehr oversaw debris management operations across the state before, during, and after declared disasters. She also reviewed debris management plans from local and state governments and coordinated various debris management training and updating training material as warranted. Ms. Stehr served as the Operations Chief and/or Incident Commander for the following state and/or federal disasters: Angora Fire 2007, Northern California Fires 2008, San Bruno Pipe Explosion 2010, City of Weed Fire 2014, Mono County Fire 2015, Lake County Fires 2015, Calaveras County Fire 2015, Kern County Fires 2016, and Lake County Fire 2016. She also supported Public Assistance activities during the post-disaster recovery periods and acted as liaison for federal, state and local governments regarding debris management issues.

Conan Monson, PE

Technical Advisor – Water Systems

Professional Qualifications

Mr. Monson has over 22 years of water, wastewater and stormwater design, project management, and construction management experience. His experience includes water and wastewater treatment and pumping station, pipeline, and tank designs.

Sample Projects

Project Engineer, Tuolumne Utilities District, Ditch Sustainability Project, Tuolumne County, CA, 2010 -2012

Mr. Monson helped complete a 20-Year Capital Improvements Program which included database detailing over 100 capital improvements projects to be completed by the District. Mr. Monson's work included field reconnaissance of existing ditch system facilities, collecting data gathered, prioritizing potential improvements projects, development of database, preparing final report and presenting projects to TUD staff. This project consisted of walking 56 miles of ditches and pipeline to evaluate the condition of the existing water supply system and identify potential hazards or conditions that would put the system in jeopardy. This work involved traversing steep, wooded terrain in remote areas. The project was completed on time and within budget.

Project Manager, South Feather Water & Power Agency, Miners Ranch Water Treatment Plant Improvements Project, 2017-2018

Design of improvements to the Agency's Water Treatment Plant to expand treatment capacity from 14 to 21 million gallons per day. The improvements include modifications to the raw water pump station, addition of a new in-line jet mixing system on the raw water pump manifold, addition of new adsorption clarifiers for pretreatment, addition of filters with new air scour system, expansion of solids handling facilities, addition of a new backwash water pump station, addition of new chlorine gas scrubber, improvements to treated water clearwell and piping, and other facilities upgrades.

This project was completed as part of a progressive design-build project and had all the challenges of designing and constructing within an actively operating treatment facility. Design challenges included addition of unit treatment processes that had to fit within a set hydraulic profile and geographic/spatial constraints of an existing facility. We also worked with Agency staff to submit an amendment to their drinking water supply permit and modify the Risk

Firm

Stantec

Education

B.S., Environmental Engineering, Utah State University, Logan, Utah, 1997

Years of Experience in Disaster Recovery Operations

10 Years

Highlights

Water and Wastewater System Design

Construction Management

Registrations/Certifications

Professional Engineer 75452, State of California

Professional Engineer #334351, State of Utah

Professional Engineer #42433, State of Arizona

Professional Engineer #56485, State of Washington

Training

Project Management Framework

Professional Affiliations

AWWA

Project Manager, Placer County Water Agency Zone 1 Improvements Project, Placer County, CA, 2017-present

Design of retrofit of existing 900 gallons per minute drinking water well and disinfection system and new 900 gallons per minute drinking water well on separate site. These wells will be used as supplements to the existing PCWA drinking water distribution system in western Placer County. Mr. Monson is the Project Manager from pre-design through final design and bidding.

This project was completed as a drought emergency project with temporary pumps and controls being secured and implemented while the permanent equipment was fabricated and shipped. The project was designed and completed on an accelerated schedule to meet the Agency's demands for supplemental potable water to meet their delivery demands. The project was completed on time and within budget.

Project Manager, Zone 7 Water Agency Chain of Lakes Well No. 5 Facility and Sitework, Alameda County, CA, 2016- 2018

Design of groundwater pump station and piping to connect to existing raw water transmission line. Project entailed an 18-inch diameter municipal production wells using HSLA and 304 Stainless Steel well casing and screen to depths of 700 feet, well pump selection, piping, well building, and civil site improvements. Final well production ranged to 1,500 gallons per minute. Mr. Monson worked closely with Contractor and Agency staff to implement improvements in an expedited design/build contract. Mr. Monson also served as project manager and lead engineer for services during construction.

This project was competed as a design-build project as part of an emergency drought relief project. The well and piping design were similar to a project recently completed for the same Agency and we were brought in to team with the same Contractor as a design-build team to complete this project. The project was completed on time and within budget.

Project Manager, City of Benicia Cordelia Pump Station Hydraulic Analysis, Benicia, CA, 2016-2018

Development of a hydraulic model to determine establish the system curve from the Cordelia Pump Station through 65,000 feet of 24- and 36-inch pipe to the City's Water Treatment Plant. The hydraulic study and design recommendations presented in this report will be used to complete the final design for improvements to the pump station and selection of new raw water pumps.

This project had challenges in that there was limited available data on the existing pipeline and booster pumps. We were able to collect enough information to complete the study and model this pressurized transmission line to determine the hydraulic capacity within the pressure rating limits of the pipeline. This project was completed on time and within budget.

Project Manager, City of Lincoln/Nevada Irrigation District Water Treatment Plant Siting Study, Lincoln, California, 2016- 2018

Project included development of water demands within potential service area, estimation of the overall water demand reduction as agricultural land converted to municipal development, identified 13 potential sites for treatment plants including raw/treated storage, treatment facilities, and distribution system alignments to the City of Lincoln.

This project included traversing unimproved lands to determine the optimal locations for a treatment plant, raw water storage reservoir and dam, pipe alignments, and access roads. The project was completed on time and within budget. The conceptual layout of the facilities has been established but the final design work has not begun.

Project Manager, Sacramento County Department of Water Resources D-05 Stormwater Pump Station Improvements, Sacramento County, CA

Project includes replacing existing high-capacity axial flow pumps with new 600-hp, 4,160V axial flow pumps to pump water from an existing stormwater basin/pump station to the American River. The project includes coordinating a physical model of the pump station for the purpose of engineering modifications to the pump station to meet Hydraulic Institute Standards for design. The new pumping capacity of the stormwater pump station will be 490,000 gallons per minute with a maximum available horsepower of 3,600 hp.

This project including contracting with a third-party hydraulics laboratory to build a scale replica of the pump station in order to design custom formed suction inlets and vortex breakers for the new pumps. The project included retrofitting of a 1960s era pump station that was undersized for current flood volumes and not designed for current seismic codes. We x-rayed the floors and walls to determine reinforcing steel locations and made some structural modifications to support the new loads on the building introduced by the larger pumps. The project was completed on time and within budget.

Gabe Aronow, PE

Technical Advisor – Water Systems

Professional Qualifications

Gabe has 26 years of experience focused on planning, engineering design, and project management of water and wastewater projects. He has led many significant water treatment design efforts and has designed water storage, potable distribution system improvements, including booster pump stations, force mains and gravity mains. Work has ranged from master planning and permitting through design, construction and operational support. Gabe also has experience on heavy infrastructure improvements related to raw water conveyance.

Sample Projects

Project Manager, City of Grass Valley Water Treatment Plant O&M Manual, Grass Valley, California, June 2012 to September 2012
Gabe completed the operations and maintenance manual for the City's water treatment plant. This work included working with City staff, assessing the existing and new treatment plant infrastructure, existing manuals and submittal information and preparing a new, up-to-date operations manual. This work focused on tracking standard operating parameters for the facility as a whole and individual component trouble shooting, a focus desired by the City. Individual equipment routine service protocols were also developed. The project was completed on time and under budget. To save money, the manual was completed in a technical memorandum format and included flow diagrams for clarify.

Project Manager, Engineer, Water Treatment, Storage and Distribution Facilities Assessment and Master Planning, Grass Valley, CA, January 2014 to January 2015
This project included development of a water treatment, storage and distribution system facilities master plan for the City of Grass Valley. The plan will balance cost with the need quality facilities that will provide compliant operation. Plan development involves numerous public meetings, including negotiations with developers. The City's master planning effort included review of all the City's existing systems, including pipes that date back to the gold rush era, including asbestos cement pipes and leaded joints. In addition to material and age driven improvements, the system was modeled with peak day and fire flow demands at different levels of development to identify existing and future capacity needs at multiple levels of development. In addition to completing the system assessment and master plan, assistance was provided in seeking financial assistance and funding for the project. The City of Grass Valley is designated a small disadvantaged community by the State Water Board DFA and has allotted just under $500,000 in planning grant funding through the DFA Small Communities program. The planning grant is funding the assessment of the City's distribution system. A $5 million construction grant has also

Firm

Stantec

Education

BA, Psychology, University of California Santa Cruz, California,

BS, Civil Engineering, University of California, Berkeley, California

MS, Environmental Engineering, University of California, Berkeley, California

Years of Experience in Disaster Recovery Operations

10 Years

Highlights

Hydraulics and Master Planning

Detailed Design

Project Coordination and Delivery

Registrations/Certifications

Professional Engineer #55307, State of California

Training

Hydraulics and Pump Design

Gravity Sewers and Odor Control

Project Management Framework

Professional Affiliations

Water Environment Federation

American Society of Civil Engineers

been awarded to the City and Stantec has developed a project to replace the highest priority improvements, based on age, material and capacity needs.

Project Engineer, County of Madera Maintenance District No. 19 Water Storage, Pressurization, and Distribution System Project, Madera County, California, June 2014 to June 2015

The Madera County Maintenance District No. 19, required emergency provisions to provide a supplemental water supply to the District, including connection to a well, storage, a booster pump station and pipeline connections to the community distribution piping. This was designed over the spring of 2016, and completed and operational that summer to address drought concerns and provide a reliable water source. Piping included new 6-inch and 8-inch distribution piping, a 400,000 gallon steel tank and a 300 gallons per minute booster pump station and piping connections to the District water system.

Project Manager, Bear River Siphon Replacement Project, Nevada Irrigation District, California, October 2016 to October 2018

Gabe managed design of a 54-inch diameter inverted siphon replacement project for the Nevada Irrigation District. This project replaced a 45-year old 30-inch to 42-inch diameter siphon that traverses the Bear River Canyon. The reasons for this replacement project are threefold: 1) part of the existing siphon is made of Techite, a brittle fiberglass material that fails catastrophically as it ages (and failure of this pipe material installed elsewhere within the District around the same time period has occurred); 2) part of the siphon consist of an aerial bridge at the bottom of the canyon that is not designed to support inspectors or facilities needed to complete repairs, which has resulted in inattention to the siphon since it was constructed 45 years ago; and 3) limited capacity. The new siphon provided additional capacity to accommodate future needs. This project was complicated due to severe site constraints, including 50 percent grade canyon slopes, unstable geology in some places, unimproved access roads, narrow easements with contentious neighbors and the need for a 200-foot free-span bridge over the Bear River at the bottom of the siphon. Further complications included the need to keep the system in service during construction of the replacement. Due to the complexities, Gabe included a contractor on the design team to ensure that the new design was constructible and well value engineered to accommodate the constraints. This project is now in successful operation.

Project Manager, Bowman Low Level Outlet Project Phase 2, Nevada irrigation District, California, January 2015 to September 2015

This project replaced a defective dam outlet control valve and valve house inside the river/dam after-bay that had failed due to water hammer and age. The old facilities had to be removed and a new 66-inch butterfly valve for system isolation and a 48-inch jet valve to avoid cavitation for flow control over a wide range of heads and flow installed. The work involved multiple layers of quality control and discipline coordination and changes required from DSOD and FERC. All regulatory issues were addressed and approved and the project was successfully completed in 2015. The dam and water facilities were critical and could only accommodate a 30 day design period and 30 day shutdown period to build the new facilities and get them operational for summer irrigation flows.

Kenneth A. Hodges

Sr. Project Mgt. Appeals Specialist

Professional Qualifications

Kenneth Hodges brings to this project over 32 years of legal experience. While maintaining a private law practice for over 23 years, he served 10 years as a Special District/Municipal/ City Judge in 5 different cities, 9 years total as City Attorney for 2 cities, 8 years as a presiding City Judge, and 4 years Corporate In-House Counsel.

For the last 8 years, he has devoted his expertise to assisting the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), in Baton Rouge, Louisiana, with various issues that resulted from domestic and military disaster recovery efforts, primarily involving the Hazard Mitigation Grant Program and FEMA's Public Assistance Program.

Sample Projects

Senior Project Management Public Assistance Appeals Specialist, Robert T. Stafford Disaster Relief and Emergency Assistance Act and National Flood Insurance Act Program, Technical Assistance Contract, Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Baton Rouge, Louisiana, May 2014 – Present

Mr. Hodges is a Senior Project Management Appeals Specialist. He is primarily responsible for the development and writing primary and secondary appeals in support of various State and Local Governments, Special Districts, and eligible non-profit corporations that had been denied Federal assistance funding by FEMA from the PA program. His efforts directly contributed to the recovery of over $3.5 million for PA applicants. There is over $156 million of his work products pending in FEMA appeals and State review statuses. Under this contract, APTIM assists the State in expediting recovery operations from current and future federally declared disasters and assists applicants from these disasters in maximizing their grant opportunities.

DISASTER RECOVERY & TECHNICAL ASSISTANCE SPECIALIST, WITT & ASSOCIATES/WITT-O'BRIENS, BATON ROUGE, LOUISIANA, December 2010 – May 2014

Mr. Hodges was responsible for providing legal and technical assistance to State and local governmental organizations, upper managerial levels of the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, and to contracted service providers. His assistance was instrumental in the operations and compliance of disaster recovery and mitigation efforts that complied with local, state, and federal laws, regulations, and policies that were administered pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, National Flood Insurance Act Programs, and Hazard Mitigation Grant Program.

Firm

Aptim Environmental & Infrastructure, LLC

Education

Doctorate of Juris Prudence University of Arkansas School of Law, 1986

Bachelor of Science, Louisiana State University, Baton Rouge, 1981

Highlights

Over 32 years of legal experience:
- Presiding City Judge
- Special District/Municipal/ City Judge in 5 cities
- City Attorney for 2 Cities
- Corporate In-House Counsel
- Deputy Prosecuting Attorney & Criminal Investigator

Air Traffic Controller in various military and civilian tower & radar facilities

U.S. Air Force

Training

Annual completion of 12+ hours of Continuing Legal Courses
Completed 38 FEMA Independent Study Courses
Provided training to numerous employees in Disaster Programs and with the FAA.

His work involved research, development and drafting various "white papers" that addressed issues involving compliance of the Federal Privacy Act, the Louisiana New Home Warranty Act, duties and obligations of the Secretary of State, the Louisiana Department of Insurance, and the Louisiana State Licensing Board for Contractors. His work was persuasive in convincing FEMA to modify their cost allowances for construction for Louisiana homeowners, which resulted in significant increased benefits to thousands of homeowners. Mr. Hodges was also responsible for developing new and updating existing the Louisiana State's Hazard Mitigation Grant Program "Policies and Procedures." He was instrumental in creating and managing:

- HMGP's Homeowner-Contractor Assistance Team, which worked to resolve issues between homeowners and their contractors
- Payment & Performance Construction Bonds Program, which ensured contractor eligibility requirements and insured that contractors would complete their work and pay all associated debts
- Contractor Home Warranty Program, which insured the quality of the work and full payment of all associated claims after work completion to and for construction contractors and homeowners (these programs involved contract values exceeding $500 million)

Mr. Hodges monitored the continuing eligibility and status of contractors, warranty companies, bonding companies, and insurance providers. He also trained personnel to oversee, operate, and manage those operations. His work resulted in the smooth operation and completion of over 1,000 Hazard Mitigation Grant Program projects.

Proposal for Public Assistance and Disaster Recovery Management Services

Prepared for the Paradise Irrigation District

Ernst & Young LLP

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May 10, 2019

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Appendix A: Resumes A-1

Ernst & Young LLP (the "US firm") is submitting this proposal to the Paradise Irrigation District for Public Assistance and Disaster Recovery Management Services. Information in these materials relating to our approach or methodologies is confidential and proprietary to Ernst & Young LLP and/or EY.

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Building a better working world

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May 10, 2019

RE: Proposal for Public Assistance and Disaster Recovery Management Services

Dear Mr. Phillips:

Ernst & Young (EY) is pleased to submit this proposal to provide Public Assistance and Disaster Recovery Management Services to the Paradise Irrigation District (the District) as a result of the November 2018 Camp Fire. Partner Allen Melton will serve as the point of contact during the proposal process and can be reached at: at +1 817 706 7108 or allen.melton@ey.com.

We believe EY is uniquely qualified to assist the District with the scope of work described in this RFP based on both the deep knowledge of the proposed team and the specific understanding our team has developed from assisting other subrecipients, including the Town of Paradise, with similar recovery challenges.

- Understanding your needs. The impacts to Paradise from the Camp Fire are devastating. We know because we have "been there" from the start to assist the Town of Paradise with its financial recovery. We know the key stakeholders that are critical to the overall recovery effort, including Insurance providers, FEMA, CalOES, and other local jurisdiction leadership involved in the recovery efforts. This firsthand knowledge of issues faced by the Town and its entities will enable our team to efficiently and effectively assist the District. Our team requires no 'ramp up' time and there will be no 'learning curve' – we already understand the issues and have been immersed in the process to address and mitigate their impact.
- While the recovery from such an event will be a long-term process, our executive team can assist you with navigating multiple funding sources, including insurance, Federal and State programs, and donated resources. Our executive leadership team includes a former Federal Coordinating Officer and

Recovery Division Director, FEMA Chief Financial Officer, DHS and HUD Office of Inspector General Senior leadership, insurance company forensic accountants and adjusters and Certified Public Accountants. The decades of experience from this group will assist you in developing appropriate strategies to meet your needs, maximize and expedite financial recovery by a thorough understanding of the different funding opportunities and interplay of the funding sources. Further, with our experience across federal disaster recovery grants, we can assist you in reducing the risk of de-obligations.

Building on our recent experience to expedite **your** recovery. You will benefit from our recent experience assisting other California entities including the Town of Paradise, City of Santa Rosa, Sonoma County, and Santa Barbara County with financial recovery from wildfires. Our current experience with urban wildfire issues will add efficiency and expedite the District's recovery.

Understanding the political landscape to navigate the complexities of recovery. Our working relationships with CalOES, FEMA Region IX, FEMA Headquarters, HUD, Insurance stakeholders, and other key local contacts involved in the recovery efforts will assist you in navigating critical issues across the spectrum of expected issues and those issues that are not anticipated.

Maximizing the various recovery funding sources to increase the benefit to you. Our experience in the various funding sources will be critical in the journey of recovery. First, bringing the right team to navigate the complexities of your property damage and business interruption insurance claim will set the stage of the District's recovery. Second, our team has experience working through FEMA's new Public Assistance delivery model in satisfying the demands of documentation, adherence to timelines, and navigating the grants portal. Third, and most importantly, our first-hand experience in the implementation of 404, 406 mitigation projects and 428 projects will assist you in reimagining the District's infrastructure. After such a catastrophic event, the "opportunity" is to **reimagine infrastructure** throughout the Town of Paradise and the District's network, rebuild **stronger** and **enhance the resiliency** of the community.

The following proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. Due to the nature and size of our firm, EY is not a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) or within a Labor Surplus Area.

The EY team brings the right skills to navigate an extremely complex recovery from damages inflicted by the Camp Fire. Thank you for the opportunity to provide our proposal to serve the District.

Yours sincerely,

Allen Melton

Partner and Americas Practice Leader - Insurance & Federal Claims Services

B. Executive Summary

EY's Insurance & Federal Claims Services (IFCS) practice is a group of professionals dedicated to assisting governmental, nonprofit and corporate entities to expedite financial recovery and mitigation efforts after catastrophic loss through insurance claims and FEMA, HUD, and other federal disaster grant programs. We combine our experience in recovery with our deep knowledge of grant programs to assist our clients in identifying the available financial resources and mitigation options.

We believe EY is uniquely qualified to assist the Paradise Irrigation District (the District) with the scope of work requested based on our experience and understanding of recovery needs we have developed from assisting the Town of Paradise and other subrecipients with wildfire recovery. EY has also assisted municipalities and counties with financial recovery from wildfire disasters using a variety of available funding sources, including insurance, FEMA's Public Assistance (PA) and Hazard Mitigation Grant (HMGP) programs, and HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

While the recovery from the Camp Fire will be a long-term process, our team can assist with complex housing needs, debris management issues, and how to maximize and coordinate multiple funding sources (insurance, Federal programs, and donated resources). This includes assessing the current state of the District's infrastructure and reimagining a stronger, more resilient community. In addition, we will assist the District in assessing funding opportunities and resources to rebuild waste water systems, reestablish emergency response communications equipment, and complete improvements that will significantly enhance the District's resiliency.

Our goals for supporting the District through the recovery process are:

- Strategic planning and critical thinking in facing the many challenges of disaster recovery
- Maximize financial recovery from multiple funding sources and efficiently plan for those funding sources
- Accelerate recovery through expedited funding and effective cash management-a holistic view of recovery
- Develop a compliant grant process through the grants lifecycle to reduce the risk of de-obligations from regulatory agencies or their respective OIGs.

We are currently assisting the Town of Paradise with its recovery, including insurance, Federal and State programs, from the devastating Camp Fire (November 2018), including development of the Town's Recovery Plan, coordination with the Recovery Support Functions for Long Term Recovery Stakeholders, and regular interaction with the local recovery leadership. Similarly, we are assisting the City of Santa Rosa and recently assisted Sonoma County with their recovery efforts following the Tubbs Wildfire (October 2017). We are also assisting

the County of Santa Barbara with its recovery from the Thomas Fire (December 2017). Not only do our team members understand the current FEMA PA process as it directly relates to urban wildfires in California, they also have insights into Cal OES and FEMA Region IX's programmatic implementation of the programs. We understand the needs of the subrecipients in California and can leverage our knowledge gained to assist the District with successful management of the FEMA PA process in order to expedite funding, while assisting the Town with oversight of disaster management programs to comply with federal rules and regulations.

- Starting in the fall of 2017, Cal OES implemented the new PA Delivery Model. Through our work with California subrecipients to provide grant management services and assistance with recovery from the 2017 wildfires, the EY team has developed good working relationships with both FEMA and Cal OES representatives. Our team members have also assisted hundreds of recipients and subrecipients in other states, including many in Texas and Florida after Hurricanes Harvey and Irma, to understand and comply with requirements of the new Delivery Model. We have helped these entities develop and manage processes to meet required deadlines and provide compliant deliverables. We can use this knowledge to help the District work with FEMA through the recovery and grant management process efficiently.
- In addition, we have team members who understand the implications, benefits, and limitations of entering into agreements on Section 428 projects, projects through the traditional Section 406 program, including 406 Mitigation of damaged elements, and the benefits of Mitigation under Section 404 for undamaged elements of the District's infrastructure. We will leverage our understanding of the CDBG-DR program, as well as funding available through other Federal and State programs to support a comprehensive recovery strategy for the District.

EY is committed to helping the District achieve its goals of providing individualized attention and support to the survivors, while maximizing the opportunity to rebuild and reimagine the District's infrastructure and the community. We are confident we have the capacity needed to help the District achieve its objectives.

C. Project Understanding, Approach and Schedule

Approach

As the District begins long-term efforts to repair the water distribution system, expertise from EY will support damage assessments to assess maximum funding eligibility and categorize losses according to FEMA requirements. EY acknowledges the critical timeframe for recovery and has the capacity to deploy a team on day one.

Our team's overall approach to disaster recovery is to start with what will be needed at closeout and work back to collect required information and identify a "clear path to eligibility." EY will assist the District to review documentation with a focus on eligiblity for funding under various sources including FEMA disaster recovery programs (PA, HMGP), HUD CDBG-DR, and the Environmental Protection Agency (EPA).

We assist our clients throughout the process to meet Federal requirements by preparing PWs; assisting with the review of procurement for compliance with relevant guidance; accounting for and reconciling project costs; attending and participating in site visits and inspections; assisting with the development of detailed damage descriptions and scopes of work; determining whether work was conducted according to the terms and conditions of the grant; and confirming that the required documentation is included in the project file. We also assist clients in identifying and correcting issues in order to lower the risk of de-obligations, including identification of ineligible costs or questioned costs (e.g., costs lacking supporting documentation).

Our Team

Our proposed team will work collaboratively with the District to create a recovery strategy that is actionable and efficient. Our team includes the first Senate-confirmed

Inspector General of the DHS, a former Chief Financial Officer of FEMA and Assistant DHS Inspector General for Emergency Management and Oversight who served as the Special Inspector General for Gulf Coast Hurricane Recovery in the aftermath of Hurricane Katrina and other former Federal and State senior executives.

Our Program Manager has served as a FEMA Federal Coordinating Officer (FCO) and the Recovery Division Director for FEMA Region VI. As an FCO, he led 13 Presidential declarations across the nation. As the Recovery Division Director, he was responsible for the implementation of the Public Assistance and Individual Assistance programs, as well as leading the Declaration process for the largest FEMA region in the nation.

Schedule and Milestones

Based on the scope identified, EY proposes a phased schedule for delivery with potential deliverables. Deliverables will be agreed upon through consultation with the District during the life of the program:

Phase I

- Conduct a Kick-off Meeting in the first week to synchronize the understanding of the overall recovery strategy, including status of each of the applicable disaster grant programs.
- Review Damage Inventory to assess completeness and identification of damages to District infrastructure within the regulatory timeline.
- Synchronize the project status of Category B (Emergency Protective Measures) and Category F (Utilities) projects with Community Disaster Loan Status and other current initiatives.
- Integrate status and ongoing efforts for the District's Insurance Claim.
- Form linkages with ongoing initiatives including Purdue University Analysis, US EPA, California Department of Drinking Water, and involvement of other stakeholders.
- Evaluate internal business, procurement, and financial tracking processes.

Proposed deliverables: Recovery Work Plan for the District. *Note: given the complexities of the various funding resources and dynamic changes in the region, the Recovery work plan will be a living document and changes/updates will occur throughout the project*

Phase II

- Developing a comprehensive Funding Strategy which will involve multiple funding and program resources
    - Insurance – Property Damage and Business Interruption
    - Public Assistance – Section 428 strategies, pitfalls, opportunities
    - Public Assistance – 406 Mitigation opportunities
    - Hazard Mitigation – 404 Mitigation opportunities

    - CDBG-DR
    - US EPA
    - Community Disaster Loans
- Strategic Plan that encompasses the multiple resources and details how to meet the goals of the District
- Execution and oversight:
    - Project formulation including damage descriptions and defining the Scope of Work
    - Response to special requests, garnering legislative support, opportunities restore the Districts infrastructure and increase the resiliency of the system
    - Coordination/Partnership with The Town of Paradise, Butte County, CalOES, and other stakeholders
    - Preparing the Preliminary Loss Estimate and other engagement with Insurance Broker/Carriers
- Supporting the district through an intensive meeting schedule in the recovery the Region
- Conducting a Funding Analysis of the District to support the continuity of operations requirements
- Enhancing Compliance with Grant Program Requirements;
    - Assist in maintaining policy and regulatory timelines of the various grant programs (i.e., Project extensions, close out requirements, fixed cost estimate to meet Section 428 requirements)
    - Document costs corresponding in writing to the appropriate agencies, partners, stakeholders as needed
    - Review the District's procurement processes and compliance with Federal standards
    - Assist in establishing internal controls for compliance with Federal grant requirements
    - Obtain and maintain insurance requirements as well as understanding the authorities available to the District in waiving these requirements
    - Support the District in adhering to approved scope of work through the reconstruction/grant process
- Proactive involvement with District leadership in navigating a complex process

Proposed deliverables: FEMA Project worksheets, Insurance Preliminary Loss Estimate, inputs to the CDBG-DR Action Plan, grant applications, response to RFIs, CDL Application, and correspondence to CalOES, FEMA, and other stakeholders.

Phase III

- Facilitating closeout including projects wrap-up, exit conferences, submission of final claim, to meet close out requirements
- Managing drawdowns and cash management, which will be critical to maintaining the continuity of the District in reoccurring and repeatable process
- Navigating Disagreements, including first and appeals, arbitrations, and supporting the District in the best options available in dispute resolution
- Proposed deliverables could include: First and Second Appeals, Response to the DHS or HUD OIG, and Project worksheets final claim.

D. Firm Qualifications, Team Organization, Experience, and Certifications / Qualifications

Our practice

EY's IFCS practice is a group of professionals dedicated to assisting governmental, nonprofit and corporate entities to expedite financial recovery and mitigation efforts after catastrophic loss through FEMA, HUD, and other federal disaster grant programs and insurance claims. Our professionals provide clients with decades of FEMA, HUD and insurance claims experience along with established processes, methodologies and technology to assist organizations in managing the financial function of large disaster recovery and mitigation programs, and assemble claims efficiently to assist in achieving their recovery goals. From the initial kickoff meeting until the project closeout, our focus is on the end goal: assisting applicants not only to identify ways to maximize funding opportunities for eligible costs on the front end, and to assist in retaining those funds through closeout and subsequent reviews or audits.

Ability to Respond

EY is a Partnership owned by approximately 3,200 US partners and principals and is a member of Ernst & Young Global Ltd., an organization whose locally-owned member firms operate under the "EY" brand name in approximately 150 countries around the world. The Partnership is a substantial entity, with approximately 40,000 people

working in the US. Our California presence includes EY has offices in Roseville, San Francisco, Redwood City, Palo Alto, San Jose, Pleasanton, Westlake Village, Los Angeles, Irvine and San Diego employing more than 4,700 personnel. The office locations throughout each region of California allow us to be well equipped with personnel and a full complement of professional services to serve our clients. This enables us to provide a full suite of professional services throughout the region. EY draws on a large bench of qualified professionals to satisfy staffing needs. At present, EY has staff that are unassigned and available to deploy on day one.

Financial Stability

The Partnership's fiscal year 2016 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), exceeded US$12.2 billion. The Partnership's financial position as of the end of its 2016 fiscal year (July 1, 2016) was strong, with total assets of US$3.6 billion, primarily consisting of cash and short-term investments and amounts due from clients which, together, represented approximately 67% of total assets. These quick assets, coupled with significant unused bank lines of credit, provide the Partnership with levels of liquidity more than sufficient to fund our operations as well as our investment needs.

Capital and current accounts (representing the partners' and principals' cash in the Partnership), as well as long-term borrowings from various banks and insurance companies, represented approximately US$1.6 billion at July 1, 2016, of which approximately US$29 million represents long-term borrowings.

The Partnership's long-term debt and revolving credit facilities are rated annually by Fitch Ratings, the debt rating agency. Fitch Ratings recently affirmed the Partnership's 'AA' debt rating and its 'Stable' Rating Outlook. In reviewing the Partnership's 2016 annual financial statements, Fitch Ratings, in its letter of November 1, 2016, stated that "The 'AA' rating reflects Ernst & Young's "conservative financial profile, strong and stable cash flow from operations and high client retention rates." Fitch also stated that the Partnership's "credit statistics have continued to remain strong as a result of strong cost controls and funded debt levels that remain low compared to operating earnings (measured by earnings before interest, taxes, depreciation and amortization (EBITDA)) and cash flow from operations." The rating agency defines AA ratings as follows: " 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events."

In addition to maintaining a strong financial position, the Partnership maintains a

comprehensive professional indemnity insurance program that is continually monitored and modified to provide coverage considered appropriate in the current operating environment. We believe our coverage is commensurate with that carried by the other Big Four firms. We would be pleased to have our finance organization discuss the Partnership's financial resources and stability with you at your request.

Qualifications

Wildfire disaster recovery services require extensive understanding of the Stafford Act, Emergency Management and Assistance Regulations (44 CFR), Federal Acquisition Regulations (FAR), FEMA Policy and Guidelines, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR), and a myriad of other agency-specific policies. A successful recovery strategy requires intimate knowledge of local wildfire disaster recovery activities unique to California, the experience of working through requirements, the federal laws and regulations governing the receipt and disbursement of disaster funds.

Our team has conducted hundreds of audits of FEMA grants, including reviews of internal controls and accounting systems used by states and subrecipients. In addition, our experienced staff have conducted FEMA grant administration and program reviews of almost every state. These reviews included Project worksheet accounting, scope of work review, implementation of Section 428, alternate projects, improved projects, emergency protective measures, debris removal, State and sub-grant drawdown activity, the systems used to account for disaster funding, tracking and implementation of Management Costs and Direct Administrative Costs (including management costs under FEMA recent guidance in November 2018), advice and drafting of appeals in the Public Assistance program and project closeout. We will use our experience with disaster management programs and thorough understanding of the roles of stakeholders under the National Response and Recovery frameworks and the Stafford Act to successfully assist the District to achieve its recovery goals.

EY is providing cutting edge water advisory services to clients across the globe and brings extensive experience knowledge in the areas of strategic advisory, economic forecasting, financial due diligence, and procurement support among others:

- We advise governments and utilities on policy and strategic issues related to the water industry, including market structuring, economic regulation and tariff setting;
- We advise on the development, procurement and financing of complex water infrastructure projects through a variety of innovative PPP structures;
- We have strong credentials around risk and business advisory services related to the water industry. We offer advice on diverse areas including supply chain management and operational performance improvements;

- We have provided financial, commercial and tax due diligence in some of the largest US water transactions; and
- We provide advice to water clean technology companies and venture capitalists in the water supply chain.

Relevant Experience

We are providing three references that have components of water infrastructure and are aligned with the scope of services in the RFP. The following are three jurisdictions our staff have served on projects that included water system recovery. Please refer to Section G for the contact information of our references for each.

Name of Client Organization: Town of Paradise, CA

Description of Engagement / Objectives: Disaster Recovery Services (December 2018 – present)

Engagement Team included: Allen Melton and Greg Eaton

Examples of Value Added and Improvements: EY is currently assisting the Town of Paradise, CA with its overall recovery efforts following the Camp Wildfire in November 2018. EY is assisting the Town to develop and implement strategies and provide technical advice to secure funding and claiming opportunities through insurance, Federal and State programs, and special legislation to continue government services to the Town of Paradise during the recovery process.

Specifically, EY is assisting the Town to develop and submit federal grant applications (Public Assistance, Hazard Mitigation and/or Community Development Block Grant Disaster Recovery), assist in identifying and capturing eligible costs, and reconcile invoices. This includes reconciling mutual aid reimbursement packages for accuracy, completeness, and adherence to compliance requirements.

In addition, we assist in developing and implementing strategies designated to maximize federal and State assistance and are providing programmatic and policy advice on State and federal disaster relief programs. EY is assisting the Town in an extremely complex recovery from the devastating Camp Fire damages that destroyed over approximately 9,500 of the 11,000 structures in the Town. Our recovery support spans the spectrum of the National Disaster Recovery Framework, which includes the overall top three strategic objectives of continuity of government, Sewer System for the downtown area of the Town, and restoration of the Water System.

Name of Client Organization: City of Santa Rosa, CA

Description of Engagement / Objectives: Disaster Recovery Services (December 2017 – present)

Engagement Team included: Matt Jadacki

Examples of Value Added and Improvements: EY is currently assisting the City of Santa Rosa, CA with its recovery efforts following the Tubbs Wildfire in October 2017. Our team is working to assist the City with successful management of the PA process in order to efficiently receive funding, while at the same time assist the City with providing oversight of disaster management programs for compliance with federal rules and regulations to prevent future de-obligations.

Specifically, our team is working with FEMA to understand how FEMA will enforce its policies for wildfire recovery related to debris removal, water quality investigation (water and wastewater), tree removal, and road degradation. Additionally, the new Public Assistance Program and Policy Guide (PAPPG) stipulates strict timeframes and specific steps that must be completed in order to advance in the process. We have experience working with wildfire clients to develop the appropriate deliverables within the appropriate timeframes to help the process moves smoothly. We work closely with FEMA to address any issues that arise during the process to resolve quickly. In addition to assisting the City with its FEMA PA funding, our work includes coordinating with California's Housing and Community Development Department (HCD) and HUD to obtain CDBG-DR funding. We are working to help the City recover funding from as many sources as possible, by establishing procedures to document decisions and actions to address any final challenges that may arise during an OIG or GAO audit.

EY is assisting the City to summarize the damage to Santa Rosa's public infrastructure, along with the amounts of FEMA funding approved and received. The dashboard snapshot in Attachment C provides an overview of the Federal, State and Local funding status for the City's Repair/Recover projects. The amounts shown on this dashboard are updated weekly and are subject to change as all projects are pending or under approval for funding.

Name of Client Organization: State of Michigan Department of Technology, Management, and Budget – Office of Internal Audit Services

Description of Engagement / Objectives: Flint Water Emergency Funding Integrity Oversight Monitor Program (August 2016 – March 2017)

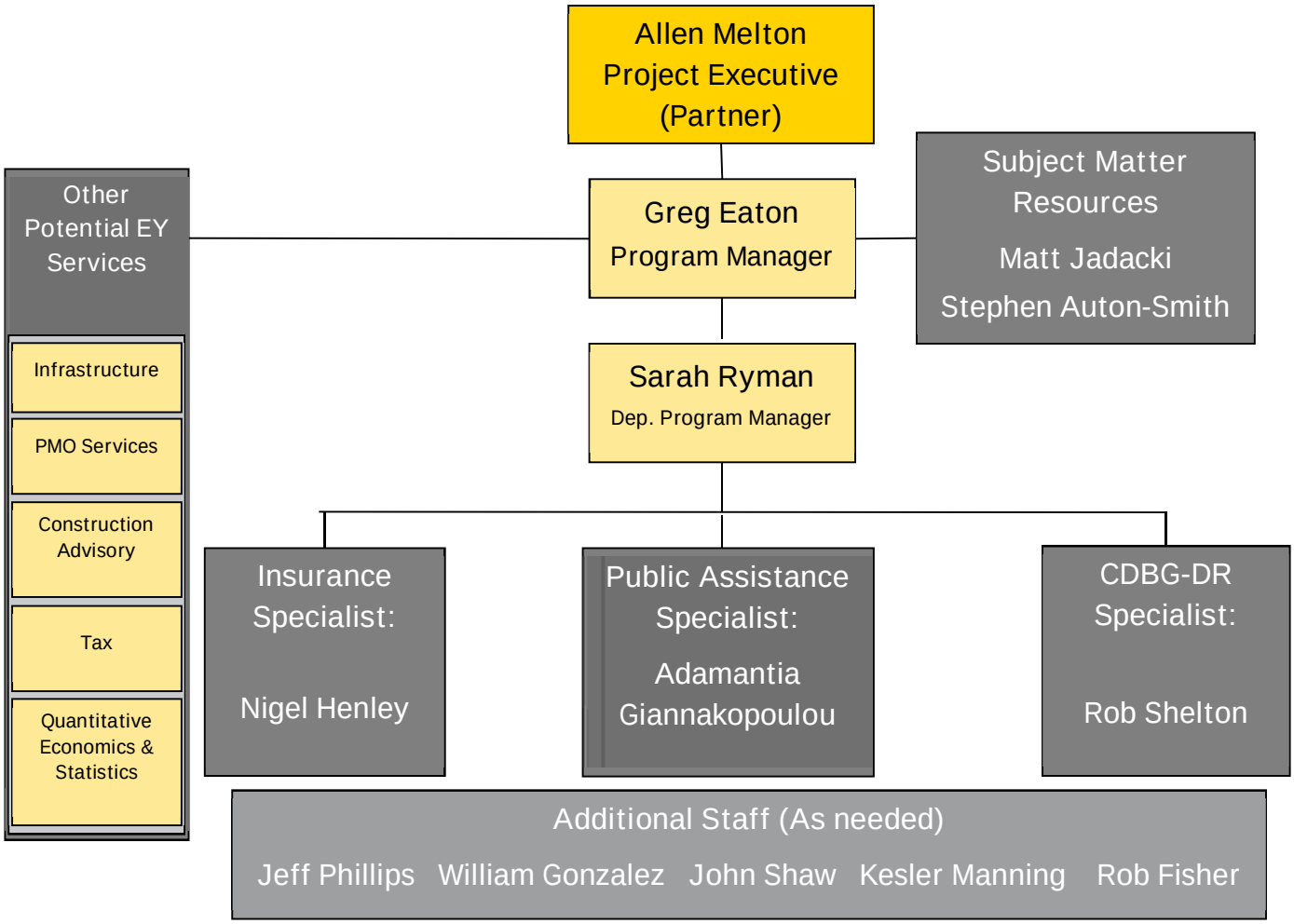
Engagement Team included: Matt Jadacki

Examples of Value Added and Improvements: Served a part of the newly formed Flint Water Response Team, providing strategic consulting services. The Department of Technology, Management, and Budget (DTMB) of the State of Michigan retained EY to co-source with the Office of Internal Audit Services (OIAS) to implement an Integrity Oversight Monitoring Program and perform an overall risk assessment of the expenditure of funds related to the Flint water emergency. To prepare the risk assessment and loss prevention strategy, OIAS and EY met with State departments administering each of the individual Flint water emergency programs,

City of Flint personnel, and Genesee Intermediate School District ("GISD") personnel. EY reviewed documentation provided by State, City and GISD personnel, in addition to relevant documentation gathered independently. EY assessed nineteen separate program groupings administered by five state agencies, totaling $212.1 million, or 96% of the total unreserved appropriations for Flint water emergency programs. EY rated each of the nineteen water emergency programs on a scale from 1 (low risk) to 5 (high risk), based on risk factors in each program.

E. Staff Qualifications

The following organizational chart lists key team members that will be providing services to the District. Our team of qualified personnel are ready to respond day one.



Our team is scalable and will transition up and down over the life of engagement to provide you the best value in services. We will work with you to provide the right

staffing levels as the demands to support the District change. No additional services will be provided or personnel added to the team without consultation with the District.

F. Subcontractor Qualifications

EY is not planning on utilizing subcontractors and will work with the District on bringing on subcontractor, if needed.

G. References

EY has assisted various county and local agencies with emergency management, appeals, closeout, and other disaster financial recovery assistance. The following is a selection of prior experience of similar services performed in the last three years:

Client name	Reference Contact	Contract Date	Description of services
Town of Paradise	Gina Will Town Treasurer 5555 Skyway Paradise, CA 95969 +1 530-872-6291 x 119 gwill@townofparadise.com	December 2018 – current	Assisting the Town in the Long Term Recovery as a result of impacts from the Camp Fire and to develop and submit Federal grant (Public Assistance, Hazard Mitigation and/or Community Development Block Grant - Disaster Recovery) applications. In addition, EY is supporting the Town in the project formulation for each of the grant programs and supporting the overall process in the development of the Recovery strategy. These includes the overall top three strategic objectives of continuity of government, Sewer System for the downtown area of the Town, and restoration of the Water System.
Technology, Management, and Budget – Office of Internal Audit Services	Ronda McCoy Director, Public Safety Division, Office of Performance and Transportation, Internal Audit	August 2016 – March 2017	Served a part of the newly formed Flint Water Response Team, providing strategic consulting services. The Department of Technology, Management, and Budget (DTMB) of the State of Michigan retained EY to co-source with the Office of Internal Audit Services (OIAS) to implement an

Client name	Reference Contact	Contract Date	Description of services
	Services Lewis Cass Building, 2nd Floor 320 S. Walnut Street P.O. Box 30026 Lansing, MI 48909 +1 517 241 7342 mccoyr2@michigan.gov		Integrity Oversight Monitoring Program and perform an overall risk assessment of the expenditure of funds related to the Flint water emergency. The primary objectives of EY's engagement were to: (1) conduct a fraud, waste, and abuse risk assessment and prepare a corresponding loss prevention strategy to identify potential areas for review to ensure the appropriateness of the expenditure of funds related to the Flint water emergency; and (2) develop an information tracking and reporting framework for the Integrity Oversight Monitoring Program.
City of Santa Rosa	Sean McGlynn City Manager 100 Santa Rosa Ave., Rm 10, Santa Rosa, CA 95404 +1 707-543-3012 smcglynn@srcity.org	December 2017 – current	Assisting the City with understanding funding applications, project implementation, and reporting requirements to State and federal agencies. our team is working with FEMA to understand how FEMA will enforce its policies for wildfire recovery related to debris removal, water quality investigation (water and wastewater), tree removal, and road degradation.

H. Cost Proposal

ATTACHMENT B

COST PROPOSAL

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the DISTRICT at cost without mark-up.

PERSONNEL CLASSIFICATION	BUDGETED HOURS	HOURLY RATE
Project Executive	135	$298.00
Subject Matter Expert	45	$279.00
Project Manager	900	$279.00
Manager	450	$253.00
Project Accountant	450	$253.00
Senior Closeout Specialist	675	$253.00
Closeout Specialist	1125	$186.00
Senior Consultant	1125	$186.00
Staff Consultant	1125	$133.00

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

TOTAL NOT-TO-EXCEED COST $1,300,000

Note: Budgeted hours are an approximation of the project over the first year term of the services.

I. Additional Requirements

Attachment A – Proposal Certification

ATTACHMENT A

PROPOSAL CERTIFICATION

Proposers Signature: _____ Date: 05/09/2019

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ATTACHMENT C

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213.
Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

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

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

Firm Name:

Ernest & Young LLP

Name and Title of Authorized Representative:

Allen Melton, Partner

Signature of Authorized Representative:

Allen Melton

Date:

05/09/2019

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

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

1. 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.

2. The undersigned shall require that the language of this certification is 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official:

Name and Title of contractor's Authorized Official:

Allen Melton, Partner

Date: 05/09/2019

Acknowledgement of Attachment E – Sample Agreement

As part of our response to the RFP and the instruction in section I. Additional Requirements, we have reviewed the terms and conditions set forth in Attachment E. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain of those terms. We have set out those comments below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. We expect to resolve any open items related to engagement terms to our mutual satisfaction.

Section X. We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions. Section XI. We would like to discuss certain changes to this section consistent with firm policy on such matters. Section XII. Our agreements generally provide termination contingencies if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

Other matters:

In the event a client views our services as having been rendered otherwise than in compliance with the agreement our approach is to enter into good faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution

EY | Assurance | Tax | Transactions | Advisory

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Appendix A: Resumes

Allen Melton

Americas Practice Leader – Insurance and Federal Claims Services Partner
Project Role - Project Lead
allen.melton@ey.com

Allen is a Partner and the Americas Leader for EY's Insurance & Federal Claims Services practice. His responsibilities include providing comprehensive financial, economic and strategic advice to companies with complex disaster recovery, business problems and disputes.

As a Certified Public Accountant, he has spent the majority of his career assisting clients to achieve financial recovery from disasters through FEMA's Public Assistance grant program, HUD CDBG-DR grants, commercial insurance claims and other sources of funding. He has assisted clients in the attainment and resolution of over $8 billion in insured claims and federal disaster grants across various fields of industry.

Experience

- Assisting a large utility with its FEMA and Insurance claims from Hurricane Sandy. We are assisting this applicant with response costs, recovery and mitigation including assisting with the largest capped grant awarded under the Alternative Procedures program authorized by the Sandy Recovery Improvement Act
- Assisted a school district for one of the largest cities in the US with its FEMA claim after Hurricane Sandy caused significant damage to more than 50 schools; assisted client with all aspects of the FEMA claims process including hazard mitigation and alternative funding sources
- Assisted the largest system of public schools in the United States with their FEMA and Federal recoveries after Hurricane Sandy damaged approximately 70 schools; we have assisted this applicant with all aspects of the FEMA claims process and complying with applicable federal laws and regulations
- Assisted with the review, scrutiny and quantification of more than 13,000 residential, small business, governmental and native American-Indian tribe claims resulting from a government "controlled burn" that destroyed thousands of homes and businesses, a national forest and Native American-Indian lands; the

claims, which totaled in excess of $550 million, ranged from real and personal property claims to more complex issues such as allegations of real estate devaluation, claimants seeking reimbursement for future flood insurance premiums and claims for specialized and unique personal property

Education and certifications

- Bachelor of Business Administration (Accounting) – Texas Tech University
- Juris Doctorate – The University of Denver
- Certified Public Accountant

Greg Eaton

Senior Manager
Project Role – Program Manager
gregory.w.eaton@ey.com

Greg has extensive experience with the Federal Emergency Management Agency (FEMA), as well as military and financial services industry experience. Greg's diverse experience, including over 30 years of leadership, in government, military, and the financial services industry offers a unique skill set to think critically in strategy development to successful execution of large and demanding projects. His experience and perspectives has led to challenging roles such as the FEMA Region 6 Recovery Division Director assigned to the most active FEMA region in the country and as a Federal Coordinating Officer leading Presidentially declared major disasters.

Greg has first-hand experience in developing and implementing an applicant centric approach in order to provide an optimum survivor centric solutions and support through the delivery of disaster assistance programs.

Experience

- In the aftermath of the devastating impacts of Hurricane Maria in 2017, Greg assisted the Central Office of Recovery, Reconstruction and Resiliency in drafting the Governor's request to Congress for additional funding to support the recovery efforts In *Build Back Better* which the Governor delivered to Congress in November 2017. In addition, Greg assisted the Central Office of Recovery, Reconstruction and Resiliency in the drafting the Governor's recovery strategy - *Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico*.
- Greg assisted the Oklahoma Department of Commerce in a Duplication of Benefits Analysis and Subrecipient Monitoring program for the Department's Community Development Block Grant Program (CDBG-DR). The analysis and monitoring covered the 2013 and 2014 grant allocation of $93.7 included analysis of insurance, various FEMA grant programs (Public Assistance, Individual Assistance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation), Small Business Association, and donated resources.
- In 2016, Greg assisted the State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management in establishing and executing a consolidated Subrecipient Monitoring program for fourteen (14) Federal Grant Programs. This effort included the consolidation of federal guidance requirements between legacy OMB circulars and the Uniform Grant Guidance (2 CFR), execution of a Division wide risk assessment, development of internal controls, establishing a customized monitoring platform and schedule, development and

implementation of training programs, and execution of on-site monitoring activities.

- As the FEMA Region Six Recovery Division Director, Greg was responsible for the coordination and implementation of the Individual Assistance and Public Assistance Programs, employment of the Disaster Survivor Assistance Teams, preparing the Region's validation and recommendation on Declaration Requests, and oversight of Fire Management Assistance Grants. Responsible for the supervision and oversight of on-site pre-disaster monitoring and preliminary damage assessment activities. Supervised preliminary damage assessments (PDA) in over 600 counties/parishes, in 2015. Managed an average of over $1.4 billion of obligations, annually, while leading the division. Closed over 190 Major Disaster Declarations, Emergency Declarations, or Fire Management Assistance Grants in a division-wide effort to focus on disaster closeouts. Closed over 18,500 projects in CY 2015, which is more than any other FEMA Region and 60% of projects closed nationwide. These efforts on the Disaster Closeout Initiative led to the team's selection for a 2015 FEMA Administrator's Award.
- As a FEMA Federal Coordinating Officer, Greg coordinated federal efforts in support of thirteen presidentially declared major disasters or emergencies. He provided leadership and guidance, set objectives, managed large and diverse staff, including providing professional development for future leaders to confirm the implementation of program goals. Served as the primary federal official in establishing and maintaining a relationship and with senior level state leadership in providing disaster relief and assistance through program implementation. A subject matter specialist in implementing disaster assistance programs under the Stafford Act. Communicated with senior level state leadership, senior local elected officials, Congressional leadership and the media on areas of disaster relief, program management and FEMA policies.

Education and certifications

- M.S., Financial Management – Naval Post Graduate School – California
- M.A., Homeland Defense – Naval Post Graduate School – California

  Thesis: Improving Risk Management and Resiliency: A Plan for a Proactive National Policy on Insurance Practices in FEMA's Public Assistance Program

- Certified Emergency Manager, CEM, International Association of Emergency Managers

Matthew Jadacki

Executive Director
Project Role – Project Executive – Subject Matter Resource
matt.jadacki@ey.com

Matt joined EY after 30 years of public service as a senior executive with the Federal government, with the last 20 directly related to FEMA and disaster program related activities. He has managed compliance and performance audits of disaster funds in almost every State and FEMA region. Matt also managed dozens of comprehensive studies of Federal, state and local disaster preparedness programs and assessments of DHS Incident Planning and Catastrophic planning.

Matt has worked on dozens of major disasters including Hurricane Sandy, Hurricane Katrina, the Northridge Earthquake, the Columbia Space Shuttle crash, Midwest floods, and Hurricane Andrew. His reports identified hundreds of millions in ineligible and disallowed expenses and non-compliance with laws and regulations, including significant violations of Federal procurement regulations, internal control weaknesses, and related project accounting issues.

Matt held several senior financial and emergency management positions in the Federal government. He was Chief Financial Officer/Chief Administration Officer for the National Weather Service, a component of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce. Matt spent 15 years in FEMA in various senior level positions, including Chief Financial Officer and Audit Director for the Office of Inspector General.

Experience

- Program Manager for State of New Jersey risk assessment and integrity monitoring contract.
- Program Manager for State of Texas compliance evaluation review of disaster related programs.
- Assisting a large utility in their recovery and mitigation programs in the aftermath of Superstorm Sandy. Additionally, assisting a large medical complex in recovery and mitigation in the aftermath of a devastating tornado.
- At DHS during Katrina, Matt assisted with overseeing work to determine that agency internal controls were in place to prevent fraud, waste, and abuse; confirm the IG investigative activities were coordinated with the DoJ's Hurricane Katrina Fraud Task Force; and make certain the IG community was executing its hurricane relief oversight efforts in a coordinated fashion.
- Matt served as the Chief Financial Officer of FEMA responsible for all FEMA disaster funding ($8.8 billion) associated with the 9/11

terrorist attacks.

Education, certifications, and memberships

- Certified Public Accountant
- Bachelor of Science in Business Management from the University of Maryland
- Certified Government Financial Manager
- Association of Government Accountants

Nigel Henley

Executive Director
Project Role – Project Executive – Insurance

nigel.henley@ey.com

Nigel is an Executive Director at Ernst & Young in the Insurance & Federal Claims Services (IFCS) practice in the Dallas, TX office. He specializes in assisting and advising clients on the preparation, presentation, and settlement of large property damage and business interruption insurance claims.

Nigel has over 25 years of experience in the commercial property insurance industry including 16 years as an insurance claims manager and adjuster. This prior experience as a claims manager and adjuster allows Nigel to anticipate and develop creative solutions to complex loss measurement issues.

Prior to joining EY, Nigel was an Operations Vice President and Claims Manager with a large international commercial property insurance carrier. As a claims manager, Nigel was responsible for all domestic and international claims in the Pulp & Paper Operations. Nigel worked with adjusters and insured clients to validate that the claims process was understood, that claims were handled in an effective and efficient manner, and that insured clients recovered all that was owed under their policies.

Nigel is the former forest products claims manager for a property insurance company which operated in over 130 countries worldwide.

Over his career Nigel has been involved in hundreds of domestic and international insurance claims including catastrophe claims resulting from the World Trade Center collapse, Hurricane Andrew, Georges, Floyd, Katrina, Rita, Sandy, and others, Super Typhoons Paka and Pongsona in the Pacific, the Northridge Earthquake in California, the Japan Earthquake, the Christchurch New Zealand Earthquake, and others

Experience

- Assisted New York's largest Transportation Administration to appraise and resolve their ten-figure 9/11 claim during the appraisal process. Assisted the authority to refine and appraise the property damage, business interruption and extra expense losses associated with multiple modes of public transportation.
- Assisted one of the State of Missouri's renowned healthcare facilities in the preparation of its insurance and FEMA claims when a 1,000,000 sq. foot medical complex took a direct hit from an F-5 Tornado. The claim involved the recovery of damages involving the building, medical equipment, lost revenue and the increased costs of opening a temporary hospital. The opening and operating of a temporary hospital of this size was unprecedented.
- When Hurricane Georges struck Puerto Rico it damaged the Customs Building at the international airport. This building had recently been turned over to the Port Authority after being constructed by a major US Airline. Damage to the Customs Building affected the Airline's ability to service customers traveling through this major hub. Nigel assisted in the measurement of a property damage, business interruption and extra expense claim for the major US Airline.

Education, certifications, and memberships

- Bachelors of Science in Mechanical Engineering – Texas A&M University

Stephen Auton-Smith

Managing Director
Project Role – Project Executive – Water Infrastructure

Stephen.AutonSmith@ey.com

Stephen is a Managing Director within EY Infrastructure Advisors, LLC (EYIA) with 14 years of experience of advising government agencies and contractors on energy IPP and environmental infrastructure P3 projects. Stephen has experience and track record in government procurement, financial and commercial structuring, negotiation and risk allocation, and financial modelling and finance raising in a range of jurisdictions. Stephen is an experienced financial and lead adviser to large scale, nationally significant infrastructure projects in the water, energy and solid waste management sectors.

Experience

- Middletown Water P3, Pennsylvania – Provided financial advice to Severn Trent Services in its bid for the Middletown water P3, including review and advice in respect of financial and commercial documentation, balance of risk
- Infrastructure Fund – Advising the fund on the acquisition of a pre- construction 90MW solar PV project in North Carolina
- Montreal Biowaste / AD project: Acted as subject matter specialist in the development of a feasibility study for the City of Montreal biowaste project.
- UK Government: Advised the UK Government on development of standardised best practice guidance for the conduct of PPPs in the waste management sector. This involved the development of guidance and template documentation for use by municipal authorities in the procurement of waste PPPS.
- Aruba Waste PPP: Advised a regional contractor on developing an advanced thermal treatment waste PPP project in Aruba.
- Buckinghamshire Waste to Energy PPP: Financial adviser to this innovative, construction financed WtE PPP, which reached financial close in 2013.
- Hertfordshire Waste PFI, UK: Financial adviser to this Waste to Energy PPP, which reached financial close in 2011
- Southwark Waste PFI, UK: Financial advisor to this fully integrated Waste PPP project, which achieved financial close in 2008

Education, certifications, and memberships

- Association of Corporate Treasurers, ACT
- Institute of Chartered Accountant of England and Wales, ACA
- BA in Economics, Christ's College Cambridge University, UK

Sarah Ryman

Manager

Project Role – Deputy Program Manager – Subject Matter Resource

Sarah.Ryman@ey.com

Sarah is a manager in the Insurance and Federal Claims Services group with eleven years of experience in humanitarian relief and emergency management. During her tenure as a Federal employee, Sarah oversaw the implementation of $270 million in grants and contracts for disaster mitigation and response. She was deployed as part of response teams in Africa, Latin America, and the Caribbean. Sarah also implemented mitigation programs for earthquakes, flooding, and hurricanes with national and municipal governments.

Since her transition to the private sector in 2014, Sarah has provided services to federal, state, and local clients grants compliance related to the following federal programs: Federal Emergency Management Agency's Public and Individual Assistance, Hazard Mitigation Technical Assistance Program, Threat and Hazard Identification Risk Assessment, Homeland Security Exercise and Evaluation Program; Housing and Urban Development's Community Development Block Grant Disaster Recovery, Resilient Cities, and National Disaster Resilience Competition; Department of Treasury's RESTORE Act grants.

Sarah draws on subject matter expertise to support clients to be compliant with regulations while delivering timely aid to their communities. She is experienced in conducting monitoring and designing corrective action plans for Inspector General findings. Sarah is a certified Project Management Professional and is fluent in Spanish.

Experience

- Project Manager for State of Oklahoma for CDBG-DR subrecipient monitoring for wildfire and winter storm declared disasters.
- Led assessment for State of New Mexico to evaluate eligibility of disaster affected areas by flooding and wildfires for FEMA and HUD.
- Served as Subject Matter Expert for FEMA in grants management and on an inter-agency task force for the 2015 unaccompanied minors crisis.
- Deployed to provide technical assistance for the Hurricane Sandy response and recovery to municipal governments in Haiti.
- Designed and facilitated tabletop and full-scale exercise programs for state and county clients.

Education, certifications, and memberships

- Project Management Professional
- Dual Master of Arts Geography and International Affairs
- Federal Emergency Management Agency Homeland Security Exercise and Evaluation Program (HSEEP)
- Citizens Emergency Response Team (CERT)

Rob Shelton

Manager
Project Role – CDBG-DR Specialist
Rob.Shelton@ey.com

Robert is a Manager in EY's IFCS practice, with consulting experience providing project, financial, and quality management. Robert's experience includes quality control and assurance review, performance monitoring, compliance and monitoring of federal and state funds, and Inspector General reporting. Robert has provided performance monitoring for the Louisiana Office of Community Development, Disaster Recovery Unit (OCD-DRU) Restore Homeowner Assistance Program funded by the Department of Housing and Urban Development's (HUD) Community Development Block Grant Disaster Recovery Program (CDBG-DR). He has also provided a variety of services to federal and state clients including Providing disaster recovery compliance and monitoring support for the states of Illinois, Texas, and Louisiana.

Experience

- Currently, assisting a grantee in the Virgin Islands with oversight, compliance and financial recovery associated with the Department of Housing and Urban Development's (HUD) Community Development Block Grant-Disaster Recovery Relief (CDBG-DR) program funding as a result of Hurricanes Irma and Maria. This work includes assisting with ongoing monitoring, capacity assessments, assessment of procurements for compliance with federal and local requirements, and assisting the grantee with pre-award support, development of policies and procedures, and ongoing support for CDBG-DR grant program funding.
- Prior to joining EY, Rob's experience included leading teams of compliance and monitoring professionals providing CDBG-DR disaster recovery compliance and monitoring support to the states of Louisiana, Illinois, and Texas as a result of Hurricanes Katrina, Rita, Ike, and the great flood of 2016.
- Rob's applied understanding of disaster recovery assistance programs, including federal grant funding distribution and oversight, has helped clients like the States of Louisiana and Illinois rebuild in the aftermaths of Hurricanes Katrina, Rita, and Ike and the great flood of 2016.
- Rob's experience included providing QA/QC and performance monitoring services, executing the quality management plan for the Louisiana Office of Community Development, Disaster Recovery Unit Restore Homeowner Assistance Program funded by the HUD CDBG-DR program.
- Rob has served as the project manager of a team supporting the Department of Treasury Special Inspector General of the Troubled Asset Relief Program's (SIGTARP) efforts to submit timely Quarterly Reports (QRs) to Congress. The over 300-page quarterly report tracked in detail all aspects of the $475 billion government rescue of the U.S. financial system. Overseeing the full lifecycle of preparing and submitting the QRs, Rob led a comprehensive team of subject matter experts, consultants, subcontractors, and designers, and oversaw each milestone and deliverable of the engagement.

- Rob's experience also included conducting Government National Mortgage Association (Ginnie Mae) contractor assessments and provided support to on-site fieldwork staff in their rollout of federal grant funding distribution through federal agency programs such HUD's Disaster Housing Assistance Program (DHAP).

Education, certifications, and memberships

- Bachelor of Arts (Economics) – State University of New York at Binghamton
- Master of Business Administration – Keller Graduate School of Management, DeVry University
- Certified Fraud Examiner (CFE)
- Project Management Professional (PMP)
- Certified Internal Controls Auditor (CICA)

Adamantia Giannakopoulou

Senior

Project Role – Public Assistance Specialist

Adamantia.Giannakopoulou@ey.com

Adamantia is a senior in Ernst & Young LLP's Insurance & Federal Claims Services practice in San Francisco, California. Over the past years she has assisted clients through disaster recovery and management of their insurance claim process. Her recent experience includes assisting clients with significant losses resulting from hurricane Sandy and the California wildfires.

Experience

- Adamantia assisted one of the largest US cities after Hurricane Sandy by developing procedures and reviewing documentation to obtain proper reimbursement from FEMA for damages and repairs to more than 50 schools. EY US reviewed all associated construction costs to identify potential areas of abuse or unsubstantiated costs.
- Adamantia was a member of the team that assisted the city of Santa Rosa, California, and Sonoma County with their FEMA and federal recoveries after the 2017 wildfires. Adamantia assisted with educating the city and the county on the required documentation to obtain funding. EY US also assisted with developing Hazard Mitigation funding applications, Public Assistance project implementation, and complying with federal laws and regulations.

Education, certifications, and memberships

- Bachelor of Public Administration, Public Finance; Panteion University
- Master in Business Administration, Finance & Accounting; Piraeus University
- Master of Science, Accounting; Pace University
- Certified fraud examiner

William Gonzalez

Senior
Project Role – Public Assistance Specialist
William.Gonzalez@ey.com

William Gonzalez is a senior in the Insurance and Federal Claims group with almost two years of professional experience in public assistance (PA) programs. His activities mainly include grant administration, compliance monitoring, and assisting an applicant through the disaster recovery process.

William draws on subject matter expertise to support clients to be compliant with regulations. He is also experienced in grants administration technology such as the FEMA Grants Portal.

Experience

- Grant Administration - William assisted with FEMA Grant Administration activities due to damages suffered from Hurricane Harvey in 2017. Specifically, Ernst & Young was engaged to: i) serve as Grant Coordinators; ii) identify and address potential issues; and iii) perform grant monitoring activities.
- Compliance Monitoring - William assisted a large grantee with its compliance monitoring activities due to damages suffered from Hurricane Ike and Hurricane Dolly in 2008 and Texas Wildfires in 2011. His duties included the performance of subgrantee compliance reviews, which entailed examining records and other supporting documentation for subgrantee expenditures, as well as evaluating compliance with relevant statutes, regulations, and OMB circulars. He assisted in identifying potential subgrantee issues and questioned costs. He also provided reports with findings to the Grantee related to assigned Project Worksheets.
- Applicant Assistance – William is assisting an applicant through the disaster recovery process in the aftermath of the 2018 Camp Fire. Specifically, William is aiding the applicant in its completion of the PA process and the Hazard Mitigation Grant Program.

Education, certifications, and memberships

- Master in Professional Accounting – The University of Texas at Austin
- Bachelor of Arts in Economics – The University of Texas at Austin
- Certified Public Accountant, licensed in Texas
- Certified Fraud Examiner
- Member of the American Institute of Certified Public Accountants
- Member of the Texas Society of Certified Public Accountants

PARADISE IRRIGATION DISTRICT

RESOLUTION NO. 2019-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PARADISE IRRIGATION DISTRICT
AUTHORIZING AMENDMENTS TO 2016 LOAN AGREEMENT,
AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS,
AND APPROVING RELATED ACTIONS

WHEREAS, the Paradise Irrigation District (the "District") and Capital One Public Funding, LLC (the "Lender"), entered into a Loan Agreement dated for convenience as of August 31, 2016 (the "Loan Agreement");

WHEREAS, the District has requested that the Lender allow the District to defer the principal component of the loan repayment that was due on May 1, 2019, to November 1, 2028, with the understanding that the District will agree to prepay the deferred amount upon receipt of funds from the State of California;

WHEREAS, the Lender has consented to the District's request and has further agreed to make the resulting amendments to the Loan Agreement effective retroactively as of May 1, 2019;

WHEREAS, the deferral of principal will increase the amount of interest payable by the District on the loan until the deferred principal is repaid;

WHEREAS, the First Amendment to Loan Agreement (the "First Amendment"), which revises the schedule of principal and interest payments and includes the District's agreement to prepay the deferred principal amount upon receipt of funds from the State of California, has been presented to the Board of Directors for its review and approval;

WHEREAS, the execution and delivery of the First Amendment is desirable and in the best interests of the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Paradise Irrigation District as follows:

Section 1. Approval of First Amendment. The Board of Directors hereby approves the First Amendment in substantially the form on file with the Board Secretary and authorizes and directs the District Manager and any other officer designated by the District Manager (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the District, to execute and deliver the First Amendment in such form with any changes therein or additions thereto deemed advisable by the District Manager, and the execution thereof by Designated Officer is conclusive evidence of such approval;

Section 2. General Authorization. The Board of Directors hereby authorizes and directs the officers of the District, and each of them, for and in the name of and on behalf of the District, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the delivery of the First Amendment and otherwise to

carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

PASSED AND ADOPTED this 6th day of June 2019 by the following vote at a special meeting of the Board of Directors:

AYES:
NOES:
ABSENT:
ABSTAIN:

PARADISE IRRIGATION DISTRICT

_____
Marc Sulik, President

ATTEST:

_____
Georgeanna Borrayo, Secretary

FIRST AMENDMENT TO
LOAN AGREEMENT

between

CAPITAL ONE PUBLIC FUNDING, LLC

and the

PARADISE IRRIGATION DISTRICT

Dated May 1, 2019

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this "First Amendment") dated May 1, 2019, is entered into between Capital One Public Funding, LLC, a limited liability company duly organized and existing under the laws of the State of New York (the "Lender"), and the Paradise Irrigation District, an irrigation district duly organized and existing under the laws of the State of California (the "District").

Recitals

WHEREAS, the Lender and the District entered into the Loan Agreement dated for convenience as of August 31, 2016 (the "Loan Agreement");

WHEREAS, the Lender and the District now wish to amend the Loan Agreement by revising the schedule of loan repayments to defer the principal component of the loan repayment that is due on May 1, 2019, to November 1, 2028, and including the District's agreement to prepay the deferred amount upon receipt of funds from the State of California;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

I. **Definitions**. For all purposes of this First Amendment and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires or unless otherwise defined herein, all defined terms shall have the meanings set forth in the Loan Agreement.

II. **Amendment to Loan Agreement**. The schedule of Loan Repayments attached to the Loan Agreement as Appendix A is hereby replaced in its entirety with the schedule attached hereto as Exhibit A. The amendment made by this provision is effective as of May 1, 2019.

III. **Prepayment of Deferred Principal**. The District expects to receive funds from the State of California in a "bridge financing" to cover its shortfall in revenues during the next three years while its customer base rebuilds following the Camp Fire. The District shall include the deferred principal amount of $96,000 in a request for disbursement from the State as soon as possible pursuant to the terms of the bridge financing. As soon as practicable following receipt of such funds, the District shall prepay the deferred principal amount to the Lender. As an extraordinary prepayment, the prepayment of the deferred principal is not subject to the terms of Section 6.1 (Optional Prepayment) of the Loan Agreement.

Upon prepayment of the deferred principal, the Lender shall prepare and send to the District a revised schedule of Loan Repayments reflecting the prepayment and the resulting reductions in scheduled interest payments. The schedule in Appendix A to the Loan Agreement will be deemed to be replaced in its entirety by the revised schedule.

IV. **Provisions of the Loan Agreement**. Except as this First Amendment expressly provides, every term and condition contained in the Loan Agreement applies to this First Amendment with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Amendment.

This First Amendment and all the terms and provisions herein contained form part of the Loan Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Loan Agreement. The Loan Agreement is hereby ratified and confirmed and continues in full force and effect in accordance with the terms and provisions thereof, as amended hereby.

V. **Effect of Headings**. The headings or titles of the several Sections hereof are solely for convenience of reference and do not affect the meaning, construction, or effect of this First Amendment.

VI. **Execution in Counterparts**. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their officers thereunto duly authorized as of the day and year first written above.

CAPITAL ONE PUBLIC FUNDING, LLC

By:

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PARADISE IRRIGATION DISTRICT

By:

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EXHIBIT A

SCHEDULE OF LOAN REPAYMENTS

Loan Repayment Date	Principal	Interest	Total Loan Repayment
November 1, 2016	$ 111,000	$ 10,825.47	$ 121,825.47
May 1, 2017	91,000	30,600.90	121,600.90
November 1, 2017	93,000	29,499.80	122,499.80
May 1, 2018	94,000	28,374.50	122,374.50
November 1, 2018	95,000	27,237.10	122,237.10
May 1, 2019	0	26,087.60	26,087.60
November 1, 2019	97,000	26,087.60	123,087.60
May 1, 2020	98,000	24,913.90	122,913.90
November 1, 2020	99,000	23,728.10	122,728.10
May 1, 2021	101,000	22,530.20	123,530.20
November 1, 2021	102,000	21,308.10	123,308.10
May 1, 2022	103,000	20,073.90	123,073.90
November 1, 2022	104,000	18,827.60	122,827.60
May 1, 2023	106,000	17,569.20	123,569.20
November 1, 2023	107,000	16,286.60	123,286.60
May 1, 2024	108,000	14,991.90	122,991.90
November 1, 2024	109,000	13,685.10	122,685.10
May 1, 2025	111,000	12,366.20	123,366.20
November 1, 2025	112,000	11,023.10	123,023.10
May 1, 2026	114,000	9,667.90	123,667.90
November 1, 2026	115,000	8,288.50	123,288.50
May 1, 2027	116,000	6,897.00	122,897.00
November 1, 2027	118,000	5,493.40	123,493.40
May 1, 2028	119,000	4,065.60	123,065.60
November 1, 2028	217,000	2,625.70	219,625.70
TOTALS:	**$2,640,000**	**$433,054.97**	**$3,073,054.97**

Effective Interest Rate: 2.42% per annum