

**AGREEMENT BETWEEN THE CITY OF LEAGUE CITY  
AND ARDURRA GROUP, LLC FOR CONSULTATION SERVICES  
RELATED TO THE CDBG-DR PROGRAM**

§  
§  
§

This Agreement (“Agreement”) is entered into by and between the City of League City (hereinafter the “City”) and Ardurra Group, LLC (hereinafter the “Consultant”) on the date set forth below.

**RECITALS**

WHEREAS, the Texas General Land Office allocated approximately \$240 million of recovery funds to the Harris-Galveston Area Council (H-GAC) region to address the impacts of Hurricane Harvey through an extension of the Community Development Block Grant (CDBG-DR) Program; and

WHEREAS, the H-GAC allocated the City \$6,987,717 for local buyout/acquisition activities and \$6,807,796 for local infrastructure activities; and

WHEREAS, the City issued RFP 19-ENG-007 to acquire the services of a grant administrator for the CDBG-DR Program and selected Consultant as the best qualified candidate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

**TERMS**

1. **Recitals:** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Scope of Services:** Consultant will perform the designated services as set forth in **Exhibit A-1 and A-2**, which are attached and incorporated herein, and which can be generally described as **pre-funding services and post-funding services related to Community Development Block Grant – Disaster Recovery (CDBG-DR) Program**.
3. **Term and Termination:** This agreement shall begin on the April 23, 2019 and terminate on April 30, 2023. This agreement may be terminated for convenience by either party upon written notice to the other party. Upon such termination, CITY shall pay Consultant, at the rate set out in **Exhibit B**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Consultant for any services performed or for expenses incurred by Consultant after the date of the termination notice that could have been avoided or mitigated by Consultant.
4. **Compensation:** Consultant shall be paid for the services as set forth in **Exhibit B**, attached and incorporated for all purposes. **The total compensation under this Agreement shall not exceed five hundred fifty thousand three hundred and eight dollars (\$550,308).** CITY shall pay Consultant in accordance with the Texas Government Code 2251. Consultant must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If CITY disapproves any amount submitted for payment by Consultant, CITY shall give Consultant specific reasons for disapproval in

writing. Upon resolution of any disputed charges, Consultant shall submit an amended invoice covering any remaining charges to CITY.

5. **Relationship of the Parties:** Consultant is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Consultant understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Consultant shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Consultant hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Consultant shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Consultant hereby waives and appoints CITY to assert on the Consultant's behalf the Consultant's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Consultant may come in contact with confidential information of CITY. Consultant agrees to treat as confidential the information or knowledge that becomes known to Consultant during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Consultant shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in Consultant's possession or control. Consultant shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Consultant without the prior written approval of CITY.
8. **Warranties and Representations:** Consultant warrants and agrees that Consultant shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Consultant warrants and agrees that Consultant will perform the Services in compliance with all city Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Consultant agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
10. **Performance/Qualifications:** Consultant agrees and represents that Consultant has the personnel, experience, and knowledge necessary to qualify Consultant for the particular duties to be performed

under this Agreement. Consultant warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Consultant warrants, represents, and agrees that Consultant presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Consultant's performance of the Services hereunder. Consultant further warrants and affirms that no relationship or affiliation exists between Consultant and CITY that could be construed as a conflict of interest with regard to this Agreement.
12. **Insurance:** For the entire term of the Agreement ("Term"), Consultant shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies). If, during the Term, Consultant will enter City property, Consultant shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. Consultant shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Consultant shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.
13. **Indemnification:** Consultant shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Consultant or any agent, employee, subcontractor, or supplier of Consultant in the execution or performance of this contract, to the extent the claim arises from negligence, willful act, breach of contract or violation of law.
14. **Force Majeure:** Neither CITY nor Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
15. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Consultant certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Consultant understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Consultant agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation

providing all records requested. Consultant will include this provision in all contracts with permitted subcontractors.

18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by CITY and the Consultant to attempt to resolve any claim for breach of contract made by Consultant that cannot be resolved in the ordinary course of business. The Director of Finance of CITY shall examine Consultant's claim and any counterclaim and negotiate with Consultant in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Consultant, (ii) neither the issuance of this Contract by CITY nor any other conduct, action or inaction of any representative of CITY relating to this contract constitutes or is intended to constitute a waiver of CITY's or the state's sovereign immunity to suit; and (iii) CITY has not waived its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement, with all exhibits, contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written Agreement of the parties executed subsequent to this Agreement.
21. **Authority:** Consultant warrants and represents that Consultant has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this Agreement on behalf of CITY.
22. **Remedies:** In the event Consultant breaches a term of this Agreement, Consultant shall be subject to all administrative, contractual or legal remedies allowable under law.
23. **Compliance with the Contract Work Hours and Safety Standards Act:**
  - a. Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts: Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

24. **Clean Air Act:** Consultant agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

25. **Federal Water Pollution Control Act:** Consultant agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

26. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of Consultant’s employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

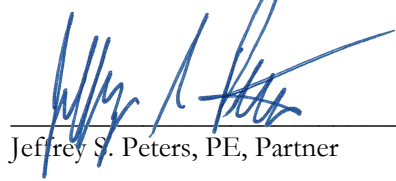
c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **Byrd Anti-Lobbying Amendment:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient
28. **Procurement of Recovered Materials:** If applicable, Consultant, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
29. **Amendments:** To be eligible for FEMA assistance under the City’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Therefore, no subsequent change may be made this Agreement that interferes with the City’s ability to seek reimbursement from FEMA.
30. **Access to Records:** Consultant agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- a. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”
31. **DHS Seal, Logo, and Flags:** Consultant shall not use the Department of Homeland Security (hereinafter “DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
32. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
33. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
34. **Program Fraud and False or Fraudulent Statements or Related Acts:** Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this contract.

35. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Consultant verifies that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
36. **Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organizations:** Consultant warrants, covenants, and represents that Consultant is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**ARDURRA GROUP, LLLC**



Jeffrey S. Peters, PE, Partner

**CITY OF LEAGUE CITY, TEXAS**

\_\_\_\_\_  
John Baumgartner, City Manager

ATTEST:

\_\_\_\_\_  
Diana Stapp, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Nghiem V. Doan, City Attorney

Exhibit A-1

(19 pages)



**TEXAS GENERAL LAND OFFICE**  
**GRANT ADMINISTRATION**  
**SERVICES**  
**SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED .....2  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....2  
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....5  
GRANT ADMINISTRATION SERVICES – RENTAL HOUSING .....7  
GRANT ADMINISTRATION SERVICES – NON-RENTAL HOUSING .....13

## **SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

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

### **Pre-Funding Services**

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

### **Post-Funding Services**

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

## **Grant Administration Services – General**

### **(a) Administrative Duties:**

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.

### **vi. Labor and procurement duties:**

- a. Provide all Labor Standards Officer (LSO) Services.
- b. Ensure compliance with all relevant labor standards regulations.
- c. Ensure compliance with procurement regulations and policies.
- d. Maintain document files to support compliance.

### **vii. Financial duties:**

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.

(b) Construction Management

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

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

## **Grant Administration Services – Infrastructure**

### **a) Administrative Duties:**

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

### **(b) Acquisition Duties:**

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
  - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
  - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
  - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
  - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
  - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
  - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
  - g. Complete and submit the environmental review into GLO's system of record;
  - h. At least one site visit to project location and completion of a field observation report
  - i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

#### **Grant Administration Services – Rental Housing**

a) Administrative Duties:

- i. Develop and submit for approval rental guidelines.
- ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
- iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
- iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
- v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
- vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
- viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is “opened” and “closed” over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
  - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
    - i. Foundation;
    - ii. Exterior walls;
    - iii. Exterior wall finishes;
    - iv. Windows and doors;
    - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
    - vi. Floor system and structure;
    - vii. Electrical system components;
    - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
  - x. Interior wall finishes;
  - xi. Interior fixtures and components;
  - xii. Porches;
  - xiii. Exterior stairs and ramps;
  - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
  - ii. The property address;
  - iii. The homeowner's name;
  - iv. A checklist of housing components that may have received disaster damage, if any;
  - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
  - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
  - i. Contact the project owner to schedule a date and time to perform the field review.
  - ii. Travel to the project site.
  - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
  - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
    - a. a summary list of items to be addressed;
    - b. a basic description of the repair approach for each item;
    - c. estimated item quantities; and
    - d. site photographs.
  - v. Consider the following in preparation of the ECR:
    - a. the specific materials needed;
    - b. the quantity of those materials;
    - c. trades involved;

- d. the level of effort and duration for each trade;
  - e. estimated rates and manpower; and
  - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
  - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
  - b. experience with projects of similar size and scope; and
  - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
  - a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
  - a. 50% complete
  - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
  - a. Foundation
  - b. 33% complete progress inspection
  - c. 66% complete progress inspection
  - d. Final inspection at 100% completion
  - e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
  - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
  - b. Travel to the project site.
  - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

#### d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
  - a. Archeological study required by SHPO;
  - b. Lead-based paint and/or asbestos inspection; and
  - c. Wetlands assessment.

### **Grant Administration Services – Non-Rental Housing**

- a) Administrative Duties:
  - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
  - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
  - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
  - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
  - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
    - a. creating eligibility procedures to lessen the fallout of applicants;
    - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
    - c. facilitating intake of applications from grant applicants;
    - d. performing eligibility reviews;
    - e. processing applications, including necessary communications;
    - f. capture applicant fallout reasons; and
    - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
  - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
  - b. The respondent may assist the subrecipient with:
    - i. Contacting the Homeowner to schedule a date and time to perform the field review.
    - ii. Traveling to the project site.
    - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
  - i. Foundation;
  - ii. Exterior walls;
  - iii. Exterior wall finishes;
  - iv. Windows and doors;
  - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
  - vi. Floor system and structure;
  - vii. Electrical system components;
  - viii. Plumbing system components;
  - ix. Heating, ventilation and air conditioning system;
  - x. Interior wall finishes;
  - xi. Interior fixtures and components;
  - xii. Porches;
  - xiii. Exterior stairs and ramps;
  - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01* or *11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
  - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
  - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
  - c. Assistance to the subrecipient may include:
    - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
  - a. a summary list of items to be addressed;
  - b. a basic description of the repair approach for each item;
  - c. estimated item quantities; and
  - d. site photographs.
- iii. Consider the following in preparation of the ECR:
  - a. the specific materials needed;
  - b. the quantity of those materials;
  - c. trades involved;
  - d. the level of effort and duration for each trade;
  - e. estimated rates and manpower; and
  - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
  - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
  - b. experience with projects of similar size and scope; and
  - c. knowledge of the local market rates and conditions.

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
  - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
  - a. 50% complete progress inspection
  - b. A final inspection at 100% complete
- vii. Assist the subrecipient with reconstruction inspections at:
  - a. Foundation
  - b. 33% complete progress inspection
  - c. 66% complete progress inspection
  - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
  - a. Travel to the project site.
  - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- a. Estimated amounts owed to the Contractor.

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
  - a. Archeological study required by SHPO;
  - b. Lead-based paint and/or asbestos inspection; and
  - c. Wetlands assessment.

## Exhibit A-2

(34 pages)

March 19, 2019

Gwynetheia V. Pope  
Interim Purchasing Manager  
City of League City Purchasing Department  
300 West Walker  
League City, Texas 77573



Subject: RFP #19-ENG-007;  
Pre-Funding and Post-Funding Services Related to CDBG-DR Program Activities

Dear Ms. Pope and Selection Committee Members:

The City of League City has begun the daunting task of restoring the community following the devastating impacts of Hurricane Harvey. A key part of this effort includes providing pre- and post-funding CDBG-DR support for infrastructure, utilities and other projects. Ardurra Group, Inc. (Ardurra) is excited to submit our proposal to support this important initiative.

Our team brings the City several distinct advantages including hands-on experience with your facilities, significant experience on similar efforts across the country, and a personal investment in the recovery effort as local, affected citizens of the community. Consider the following:

- ✓ **League City experience.** Ardurra and our staff have worked with the City for over a decade and is intimately familiar with your infrastructure and know how to work with you staff.
- ✓ **Lessons learned from experience with >24 federally-declared disasters in 12 states.** From Hurricane Katrina to Michael, Ardurra has established itself as a leader in recovery efforts throughout the Southeast. This provides the City with the national experience and expertise you desire from a local team.
- ✓ **Rapid mobilization.** Our staff are ready to begin upon notice to proceed with a rapid response plan immediately following selection. Experience has taught us that the ability to muster the right resources at the right time is half the disaster recovery battle. Our current employees and extensive immediately available resources ensure that our team is flexible to respond to the ever-changing demands of these services.

**Ardurra Group**  
2032 Buffalo Terrace  
Houston, TX 77019  
[www.ardurra.com](http://www.ardurra.com)



- ✓ **Nimble and cost-effective.** We are not hindered by the bureaucracy of large firms and, to align with the nature of this type of work, we are able to make quick decisions via our streamlined organization puts control in the hands of the project team where it belongs.
- ✓ **Experienced leadership.** Our Team offers the City a unique combination of decades of national disaster recovery expertise and local understanding and commitment.

As local residents directly impacted by these events, our commitment stems from our personal investment in the success of this project. We look forward to the opportunity to expand upon our qualifications in the subsequent steps of your selection process and to ultimately proving these claims in the delivery of this important project.

Sincerely,

Jeffrey S. Peters, PE, BCEE  
Client Service Manager

## Tab A

# QUALIFICATIONS & EXPERIENCE

**About Us.** The Ardurra Group of companies dates back to 1950. Our leadership has completed some of the largest and most complex projects in South Texas over the last 25 years.

Ardurra is a professional services firm providing disaster management, multi-disciplined consulting and engineering, and project and program management services. Ardurra's disaster management capabilities include planning, mitigation, facility assessment, recovery, construction inspection and management, close out (FEMA & CDBG-DR) and overall grant and program management. Ardurra's staff has worked on 20+ federally declared disasters in twelve states including hurricanes, floods, ice storms and tornadoes. Key recovery staff have extensive experience in HUD CDBG and CDBG-DR, FEMA PA, FEMA 404 and 406 programs, FHA, USDA and EPA funded programs. Ardurra is working on recovery projects in Texas, Florida, South Carolina, North Carolina, and New York. We are currently managing a \$1.6B program for Nassau County NY utilizing 6 different federal and state funding mechanisms.

### Disaster Management & Leveraging Multiple Funding Mechanisms.

Ardurra has worked on 20+ federally declared disasters including Hurricanes Katrina, Rita, Ike, Gustav, Irene, Superstorm Sandy, SC Floods 2015, LA Floods 2016, Hurricanes Matthew, Harvey, Irma and Florence and Michael — to name a few. Knowing **WHERE** the funding sources are, **WHEN** they become available, and **HOW** to access them is critical to maximize reimbursement. We know that meticulous tracking and documentation is also critical to reimbursement and grants proceeds retention. We understand the specific issues involved in assessments, emergency repairs, design, construction services and overall grant funds management as they relate to multiple federal and state agencies and local authorities. The following table shows a sampling of the Ardurra Team's depth of experience in disaster recovery. Detailed descriptions with references are included at the end of this section.



PROJECT	SCOPE
<b>Houston-Galveston Area Council Harvey Temporary Housing</b>	Provided Inspection services including feasibility assessments and Occupancy inspections to determine adequate space for placement of an MHU/RV unit and/or compliance with initial installation or basic setup of MHU/RV on the applicant property or other site as applicable to the location of the temporary unit
<b>Houston Direct Assistance for Limited Home Repair (DALHR) Program</b>	Construction Manager responsible for initial damage assessments, Scope of Work development, contractor oversight, progress and final inspections and payment verification and approval. Review/Approval of change
<b>South Carolina Housing Recovery Program</b>	Ardurra is part of the team providing program management services for a full spectrum housing recovery program (intake, design, construction, grant management, database management, internal audit, VOAD coordination, environmental compliance, closeout) with an accelerated timeline for 1,500+ families/homes
<b>Hurricane Harvey, City of Houston: DR-15 Program</b>	Subject Matter Experts assigned to assist the HCDD Assistant Director and applicable staff in DR-15 Program implementation. Developed Program policy and procedures, construction specifications, Standard Operation Procedure for construction management and corresponding training programs, (for both HCDD staff and contractors), established reconstruction design standards. Developed Construction Management Process map and subsequent sub-process maps. Created construction pipeline reporting modules in the system of record, which allows for monitoring and reporting throughout all construction phases.
<b>Hurricane Harvey, City of Houston: Hurricane Harvey; Construction Management</b>	Developed Program policy and procedures, construction specifications, Standard Operation Procedure for construction management. Developed Construction Management Process map and subsequent sub-process maps. Created construction pipeline reporting modules in the system of record, which allows for monitoring and reporting throughout all construction phases.
<b>New York Build It Back Housing Recovery Program</b>	Providing architectural and engineering design services to homeowners on Staten Island; assigned 80 homes in elevation and reconstruction pathways
<b>State of Louisiana HMGP and Home Elevation Program</b>	Provided grant management and construction observation services to the Louisiana Office of Community Development – Disaster Recovery Unit to assist in monitoring grant recipients receiving funds for home elevation (up to 18”) and construction activities through the HMGP Program



PROJECT	SCOPE
<b>Home Elevation Program, Cameron Parish, LA</b>	This project consists of providing consulting services to assist Cameron Parish Police Jury with its Federal Hazard Mitigation Assistance Program (HMA) for 36 residential home elevations, storm-proofing of public buildings, wind-retrofitting of public buildings, and the mitigation of Big Burns Spillway Pump Station.
<b>St. Johns County Florida Hurricane Matthew Long-Term Recovery Program</b>	CDBG-DR and FEMA recovery program, providing program management, construction management, and federal and state and local grant administration for damaged infrastructure
<b>Superstorm Sandy Long-Term Recovery for Nassau County, NY</b>	Program includes six funding sources including CDBG-DR and FEMA; providing program management, construction management, and federal, state and local grant administration for damaged public infrastructure
<b>CDBG-DR Advisory Services, State of Colorado Department of Labor Affairs</b>	CDBG-DR program; provided CDBG-DR advisory services for statewide recovery program including housing, infrastructure, planning, economic development, and agriculture
<b>Hurricane Katrina and Rita Recovery Program FEMA Closeout Services for St. Bernard Parish</b>	FEMA disaster recovery closeout program; provided closeout services for \$600M in FEMA infrastructure; included 320 Category C-G PWs requiring closeout processing and submittal to State; reconciliation of construction projects for accuracy; compilation of data according to State's 20 step regulations and communications with State on daily basis to complete closeout
<b>USACE Southeast Louisiana Urban Flood Control Program for New Orleans Sewerage and Water Board</b>	Federally-funded program to reduce flooding in Jefferson Parish and New Orleans from a 10-year rainfall; serving as program manager for \$1B in construction; includes 66 construction projects as well as extensive outreach and public meetings by Ardurra and the client
<b>New York Rising CDBG-DR Housing Program</b>	Provided Social Services Block Grant pilot program to provide architecture, engineering, field investigation and permitting services to homeowners classified as vulnerable populations – such as very low income, elderly, disabled and limited English proficiency
<b>City of League City Harvey FEMA Disaster Recovery</b>	Damage assessments, engineering advisory, validating force account equipment labor and materials, PW development, grant application/management, administration and compliance, design and construction oversight, hazard mitigation and close-out



PROJECT	SCOPE
<b>FEMA Emergency Recovery and Long-Term Recovery Program for East Richland County Public Services District, SC</b>	Flood recovery program; program management, construction management, grant administration, and engineering advisory services; damage including road washouts, extensive sewage collection system damage, dam breaches and debris, and electrical damage to the Gills Creek wastewater treatment plant and Quail Lane pump station; work includes preliminary damage assessments; oversight of temporary emergency repairs to roadway, dams, water, and wastewater facilities; PW development for FEMA Categories A, D, & F; procurement support to include RFP and RFQ development for professional design services and construction and assistance with hazard mitigation development.
<b>Emergency and Long-Term Recovery Services, Livingston Parish Sheriff's Office, LA</b>	\$13 million flood recovery program; providing program management, construction management, grant administration, and engineering advisory services; work includes damage assessments and documentation of permanent facilities, documenting damages to 911 center, vehicles, shooting ranges, stored ammunition, and stored document areas; arranged for emergency procurement, design, and construction management services to establish a temporary housing site for up to 50 sheriff staff and their families; assisted with mobile home procurement and design for roadway, water, sewer, and electrical site improvements for this housing location to be accomplished within a 28 day window.
<b>Emergency and Long-Term Recovery Program, East Baton Rouge Sheriff's Office</b>	\$12 million flood recovery program; providing program management, construction management, grant administration, and engineering advisory services; documenting and gaining approval for replacement of sheriff vehicles and equipment critical to their job function and assisted with documentation of force account services and emergency activities performed immediately after the event
<b>Needs Assessment and CDBG-DR Advisory, City of Longmont, CO</b>	\$70 million CDBG-DR program; provided assistance to residents re: homeownership assistance, housing rehabilitation and reconstruction, housing buyouts, mobile home park buyouts, and infrastructure programs; provided CDBG-DR advisory services as well as oversight and implementation services for program; developed unmet needs assessment for Longmont and Boulder County



## Organization and Staffing

Ardurra will support this job from our Houston office with local staff to facilitate the most efficient delivery. We have more than 370 personnel in more than 20 offices nationwide to draw upon should additional support be required. Ardurra has structured our team to respond directly to the requirements based on our in-depth understanding from delivering similar programs. The chart below shows our proposed structure.



## Resumes of Proposed Team Members

### Nick Foster | Project Manager

#### EDUCATION

Master of Arts, Ancient History, Louisiana State University

Bachelor of Arts, Cultural Geography, Louisiana State University

#### REGISTRATION

NRVIA Certified RV Inspector #1587

ICA Certified Inspector #17949

Mr. Foster has over 13 years of experience with the implementation and administration of Federal Grants and Construction Contracts with emphasis on Community Development Block Grants (CDBG) and federally declared disasters. He is familiar with all aspects of CDBG including: labor compliance issues such as Davis Bacon, project eligibility, grant applications, real property acquisition, environmental review and construction management. Mr. Foster assisted in the training, coordination, and

implementation of several federally funded programs from Louisiana, Texas and Illinois. He has reviewed and edited contract documents for specific federal language related to federal labor standards for various projects.

Some of his most relevant experience includes:

#### Galveston County Hurricane Ike Round 1:

- ✓ Transfer Switches to High Island school
- ✓ Transfer Switches to Crenshaw school
- ✓ Water system improvements: San Leon MUD
- ✓ Water system improvements: Bacliff MUD
- ✓ Water system improvements: Bayview MUD
- ✓ Water system improvements: WCID 19
- ✓ Santa Fe High School generator
- ✓ Economic Development Planning Study
- ✓ Galveston County Jail, backup generator
- ✓ New Fire Station/EMS facility, Crystal Beach Annex
- ✓ Improvements San Leon VFD, finish driveway, interior
- ✓ County Wide Drainage Study
- ✓ Santa Fe Highway 6 Water/Wastewater Study
- ✓ Bolivar SUD High Island N. Water Treatment Plant Backup Generator
- ✓ High Island Emergency Shelter

#### Galveston County Hurricane Ike Round 2.2 Projects:

- ✓ Freddiesville Water Facilities
- ✓ Freddiesville Street Improvements
- ✓ Moore's Addition Water Facilities
- ✓ Moore's Addition Sewer Facilities
- ✓ Bolivar SUD Generator Projects
- ✓ Bayview MUD Generator Water Plant
- ✓ San Leon Motor control center

- ✓ Gum Bayou Channel Improvements (M15, N10, M3)
- ✓ Lawrence Road Area Street Improvements
- ✓ Bayview MUD Generator Sewer
- ✓ I-45/Santa Fe Water Distribution System
- ✓ Drainage Cowart Creek Tributary Two
- ✓ Drainage West Gum Bayou Tributary Channel Improvements (N9)
- ✓ Highland Bayou Main Lateral Drainage

**Program Manager, IBTS, Houston, Texas.** Mr. Foster coordinated Texas based staff members for FEMA training and engagement. He consulted with FEMA staff concerning the delivery and commissioning of Manufactured Housing Units (MHU's) along with their required Tank and Pump Systems (TPS). Mr. Foster further expanded his role by training as a level two technician for RV trailer deployment, a critical FEMA task in the Hurricane Harvey and Irma recovery. Mr. Foster also completed a 120 hour Inspection Certification Associates (ICA) certification course.

**Community Development Project Coordinator, CDBG Program, Galveston County, Texas.** Mr. Foster assessed needs following Hurricane Ike for Galveston County. He provided technical assistance to public officials for the identification of eligible projects. Mr. Foster participated in meetings in order to provide expert guidance on CDBG regulations and applicability. He also created organizational structures for sustainability and served as a liaison with the State of Texas General Land Office from the county office. Mr. Foster's tasks included creating and supervising the creation of grant applications; advising county officials and staff on project applicability of proposed projects; and coordinating a team of engineers and GIS staff for the needs of application completion. Mr. Foster conducted training sessions for the dissemination of HUD ethnicity and income datasets and presented application documentation for Commissioners Court approval. Mr. Foster independently supervised the delivery 65 million dollars in HUD funds for construction projects in Galveston County. Once approved Mr. Foster was responsible for the procurement of construction contractors and the general construction and financial management of the infrastructure projects including ensuring Davis Bacon wage compliance.

**Guest Technical Expert Trainer, Louisiana Housing and Finance Agency in Labor Standards, Baton Rouge, Louisiana.** Mr. Foster provided training to state officials and created internal policies to ensure compliance with applicability of prevailing wage law and Housing programs. He conducted a training seminar for the Louisiana Housing and Finance Agency. Topics covered were Davis Bacon Labor Standards, compliance and applicability.

**Community Development Specialist/ Management Consultant, CDBG Entitlement Program, Sugar Land, Texas.** Mr. Foster independently maintained the City of Sugar Land's CDBG program. The types of programs included housing rehabilitation, public facilities as well as public services. He completed environmental assessments necessary for HUD approval and performed outreach for public service providers in order to foster better compliance with federal regulations. Mr. Foster wrote and successfully submitted the Program Year 2008- 2010 Consolidated Annual Performance and Evaluation Report (CAPER). He completed close-out of Program Years 2008-2010 and inputted Program Years 2009-2011 CDBG activities and projects into HUD IDIS. Mr. Foster also conducted public hearings to solicit comments regarding city action plan. He successfully composed and submitted the city's Program Year 2010 and 2011



Annual Action Plans. Mr. Foster analyzed federal regulations to determine Davis Bacon applicability for American Recovery and Reinvestment Act (ARRA).

**Community Development Specialist/ Management Consultant, CDBG Program, Harris County, Texas.** Mr. Foster assessed needs resulting from Hurricane Ike for the incorporated and unincorporated areas of Harris County. He provided technical assistance to public officials for the identification of eligible projects. Mr. Foster participated in meetings in order to provide expert guidance on CDBG regulations and applicability. He also created organizational structures for sustainability and served as a liaison with an embedded status at the county office. Responsibilities included creating and supervising the creation of grant applications; advising officials and staff on project applicability of proposed projects; and coordinating a team of engineers and GIS staff for the needs of application completion. Mr. Foster conducted training sessions for the dissemination of HUD ethnicity and income datasets and presented application documentation for client approval.

**Labor Compliance Officer, Disaster Recovery Unit, Office of Community Development, Louisiana.** Mr. Foster acted as the labor liaison between the State of Louisiana and the Department of Labor, as well as the U.S. Department of Housing and Urban Development. His responsibilities included supervising the review of certified payrolls for over \$1.8 billion in construction projects. He also provided training and guidance for private sector firms on Davis Bacon compliance and established procedures for Labor Compliance for the Office of Community Development/Disaster Recovery Unit. Mr. Foster monitored projects for compliance principles.

**Community Development Specialist, Louisiana Community Development Block Grant, Division of Administration, State of Louisiana.** Mr. Foster administered three disaster recovery grants (among 22), totaling \$8 million, where he monitored all financial and compliance components. He was in charge of contacting and discussing labor compliance issues with Housing and Urban Development officials. Mr. Foster utilized Department of Labor Websites to determine contractor eligibility and provided technical assistance to local officials in regard to Federal compliance. He participated in and completed intensive specialized training from the Council of State Community and Economic Development Agencies. Mr. Foster instructed Disaster Recovery Unit officials on Federal wage standards and operations and provided technical assistance to local officials in regard to Federal compliance. He assessed housing rehabilitation/reconstruction needs statewide in compliance with HUD guidelines. Mr. Foster counseled homeowners and public officials regarding housing eligibility requirements and standards, and performed thorough housing inspection and consultation for homeowners.



## Jeff Peters, PE, BCEE | Principal In Charge

### EDUCATION

B.S. Civil Engineering, University of Texas at Austin, 1994

### REGISTRATION

Professional Engineer – Texas  
Board Certified Environmental Engineer,  
American Academy of Environmental  
Engineers

Jeff has 24 years of experience in the planning, design and construction administration of water and wastewater treatment and conveyance infrastructure. He has managed day-to-day activities, supervised administrative personnel, supervised staff engineers, prepared construction drawings and specifications, prepared detailed cost estimates, prepared engineering reports, performed technical specification and drawing review, performed engineering calculations, and managed construction activities for municipal projects.

Specific design experience includes the design of conveyance and treatment facilities for expansions and improvements projects. He has served as Principal in Charge and Project Manager for several League City projects, including:

**Principal in Charge, Water and Wastewater Master Plans, League City, TX.** The City needed to develop a plan for resolving infrastructure planning problems to address current and future water and wastewater capacity issues. The complete project consisted of an evaluation of the existing water and wastewater system through existing records and the development of an improvements program. The improvements program entailed evaluating the hydraulic capacity of the existing wastewater and water distribution system and developing a phased CIP. The final project included development of the draft and final report, PowerPoint client presentation materials, and CIP presentation figures using GIS software to detail proposed projects. Jeff's institutional knowledge gained over a decade of successful projects with the City enabled the creation of a detailed computerized model of the sanitary collection and pumping systems. As part of the scope of services, the City was divided into defined service areas and sub areas and service needs for the undeveloped portions were predicted based on land use plans and calibrated growth models at the time of analysis. Specific defined growth periods and milestones were chosen as analysis points. The models were calibrated to existing baseline flows. Improvements to the existing collection system could then be predicted based on the period selected.

### **Senior Project Manager, Southwest Water Reclamation Facility, League City, TX.**

Explosive growth in the west service areas of the City necessitated design and construction of a new 4 MGD (12 MGD ultimate) treatment plant. The scope included preliminary process selection and final design as well as all construction support services and system integration. Jeff was responsible for overall process evaluations, including general, civil, process, and mechanical construction drawing production, and direction of multiple junior staff in the execution of same. Jeff was also the overall project manager responsible for integrating the design and construction teams under a CMAR contract.

**Principal in Charge, South Shore Harbour Booster Pump Station, League City, TX.** The South Shore Harbour Booster Pump Station serves as a regional pump station facility that serves the east side of the City. The facility was constructed in the 1980s and did not provide adequate pumping capacity or redundancy for a growing population. Final design was



under contract by others and had struggled meeting necessary deadlines. As a result, the City elected to design, and subsequently procure, CMAR services in connection with the design and construction of a new high service pump station. Jeff led a design and construction team to bring the project to design completion while meeting applicable codes and design standards ahead of schedule. Additionally, Jeff served as the technical project manager over the CMAR process and was responsible for coordinating the design and construction project managers. The completion of this project enabled the City to provide consistent water pressure otherwise unachievable, as well as provide significant storage for emergency and system demand needs.

**Principal in Charge, State Highway 3 Booster Pump Station and 36-in Waterline, League City, TX.** The City was facing significant water supply and infrastructure challenges in addition to operational issues associated with aging infrastructure. Due to record high summer demands and the fact that a majority of the existing water system is currently utilizing residual water pressure from the City of Houston's Southeast Water Purification Plant, water pressures were consistently low in problem areas in the eastern section of the City. These low pressures were approaching the required minimum pressure limits on water distribution systems which were established to protect the health, safety, and welfare of the public. This Pump Station, constructed in the 1950s, provided over 90 percent of the potable surface water to the City, but did not provide adequate pumping capacity or redundancy for a growing population. As a result, the City elected to design, and subsequently procure, CMAR services in connection with the design and construction of a new high service pump station consisting building of five booster pumps and associated electrical and control systems, two 3.0 million gallon storage tanks, flow meters, valves, pipelines, demolition of existing high service pump station and flow metering station, and miscellaneous appurtenances. The facility was designed to accommodate the ultimate projected flow of 45 MGD. Additionally, Jeff served as the technical project manager over the CMAR process and was responsible for coordinating the design and construction project managers. The design and construction elements were particularly challenging due to the small existing site and having to keep an existing facility functional during construction. The completion of this project will enable the City to provide consistent water pressure otherwise unachievable as well as provide significant storage for emergency and system demand needs.

**Senior Project Manager, Dallas Salmon Wastewater Treatment Plant (DSWWTP) Expansion, League City, TX.** Due to recent growth and subsequent increases in wastewater flows, the DSWWTP is being expanded from 7.5 to 12 MGD. Jeff was in charge of performing a process analysis to develop expansion options, recommended alternatives, and complete the final design.

**Senior Project Manager, DSWWTP Headworks Modifications, League City, TX.** The City required the evaluation and recommendation of alternative improvements for the existing plant headworks. In addition, a new influent lift station was incorporated into the overall project. Jeff was responsible for the overall evaluation and design of improvements and was responsible for owner contact and coordination.



## Adam Faschan | Technical Review Committee

### EDUCATION

PhD in Civil Engineering, Louisiana State University; MS in Civil Engineering, Louisiana State University;  
BS in Civil Engineering, Bucknell University

### REGISTRATION

Professional Engineer Florida, Louisiana, Mississippi, New York

Dr. Faschan has over 25 years of experience in environmental/civil engineering programs associated with a variety of environmental services for state, municipal, and private clients. He has been responsible for technical assistance and oversight for a variety of infrastructure design projects at the largest water and wastewater treatment facilities in Texas, Louisiana and Mississippi. Projects include wastewater treatment plant expansions, headworks rehabilitation, and water

treatment plant expansions and improvements using submerged membrane technology. Following Hurricanes Katrina, Rita, Gustav, Ike, Matthew, Harvey, Irma and Michael, Adam served as a senior technical resource for the oversight of multiple disaster recovery projects and programs throughout Texas, Louisiana, Florida, South Carolina, North Carolina and Mississippi. Providing senior oversight of over \$100 million in consulting services since the hurricanes, he has one of the most comprehensive backgrounds in all aspects of disaster recovery. His background spans from debris management, private property demolition and removal programs, design of FEMA-funded permanent repairs to infrastructure, program management of FEMA-funded repairs, hazard mitigation and buyout programs, and program management of Community Development Block Grant-Disaster Recovery (CDBG-DR) funded housing and infrastructure repairs. Adam's unique experience provides insight into how to effectively integrate all the various federal funding for disaster recovery.

**Senior Technical Advisor, CDBG Program Management, Office of Community Development (OCD), State of Louisiana.** For the State of Louisiana Office of Community Development (OCD), Adam served as senior technical advisor for program administration, financial management, and scheduled tracking/management for the Community Development Block Grant (CDBG) Program designed to facilitate timely Hurricane Katrina and Rita disaster recovery. This program included: over \$400 million in Orleans Parish infrastructure; \$50 million in Jefferson Parish infrastructure; \$1 million in St. Charles Parish infrastructure; \$100 million for the Recovery School District in New Orleans and \$30 million for the Orleans Parish School District; \$4 million for the Jefferson Parish Public School System; and \$700 thousand for the St. Charles Parish Public School System.

**Senior Technical Advisor, Mississippi Development Authority – Public Housing, Mississippi Gulf Coast.** Most public housing located along the Mississippi Gulf Coast was either severely damaged or completely destroyed as a result of Hurricane Katrina. As part of a major recovery effort, the U.S. Department of Housing and Urban Development provided \$100 million in the form of CDBG funding to Mississippi for the repair, renovation, new construction, and reconstruction of the much-needed public housing stock. These funds assisted the state in its goal to quickly replenish and rebuild public housing to meet the critical needs of local residents.

**Senior Technical Advisor, Mississippi Development Authority – Long-Term Workforce Housing, Mississippi Gulf Coast.** Adam served as senior technical advisor for environmental



site and record review and construction oversight services for the \$203 million, 3,400 unit Hurricane Katrina Long-Term Workforce Housing (LTWH) CDBG restoration program for the Mississippi Development Authority (MDA). He assisted housing recovery efforts for the six counties located along the Mississippi Gulf coast.

**Senior Technical Review, Water and Wastewater Master Plan and Implementation, Mississippi Gulf Coast.** As senior technical reviewer for one of the three primary firms composing the Mississippi Engineering Group, Adam was tasked by the Mississippi Department of Environmental Quality for overseeing development of a master plan for restoring, redeveloping, and regionalizing water, wastewater, and flood control/stormwater infrastructure to implement the \$500 million program. To spur economic development and recovery of coastal communities, the master plan included the following goals: Develop water, wastewater and stormwater infrastructure to support the economic development and recovery of the six coastal counties; Provide infrastructure that would be less impacted by future storm events, including consideration of moving critical facilities north from the Coast; Develop infrastructure on a regional basis ignoring existing political boundaries; Consider smart growth principals for layout of future infrastructure.

**Senior Technical Advisor, Administrative Program Management Assistance for FEMA Repairs, St. Bernard Parish, LA.** Overwhelmed by the extent of the damages to the Parish and suffering from impacts to their staffing levels, St. Bernard Parish needed assistance to manage the implementation of all the FEMA-funded infrastructure repairs as a result of Hurricanes Katrina and Rita. Adam served as senior technical advisor for this program. The program's grant administration duties included reviewing and revising project worksheets and completing and maintaining all documentation required to ensure full and expeditious reimbursement of all eligible funds. Adam supported St. Bernard Parish and FEMA by overseeing review of all pay requests for compliance with FEMA requirements and conformance with the scope of work, including documentation of proper procurement procedures, bid tabulations, and other materials necessary to assure FEMA approval of expenditures. He also supported St. Bernard Parish by overseeing review of grant payments received from the state against payment requests to assure that all appropriate reimbursements were made.

**Senior Technical Advisor, Program Management of FEMA Repairs, St. Bernard Sheriff's Office, St. Bernard Parish, LA.** This project included providing procurement assistance, design consulting, and construction contractor management for FEMA-funded projects with the St. Bernard Parish Sheriff's Office. Adam served as the senior technical advisor for design review, tracking of design and construction costs, and resident engineering services for the Sheriff Department's repair projects. The Sheriff's Department program consisted of the following construction projects: project management and direct management/administrative tasks; contents and equipment PWs; and reconciliation of scope, cost, and reimbursements of 52 PWs (48 large and 4 small projects) valued at \$66.2 million.

**Project Manager, 3rd Party Hurricane Damage Assessment, FEMA and Sewerage and Water Board of New Orleans, New Orleans, LA.** Adam served as project manager for a third party consultant between the Louisiana Governor's Office of Homeland Security and Emergency



Preparedness, the City of New Orleans, the Sewerage and Water Board of New Orleans (S&WB), and FEMA to resolve Hurricane Katrina damage and repair questions using an independent technical expert for the water, wastewater, and drainage infrastructure. He was chosen as project manager due to his existing knowledge of these systems and technical expertise in addressing hurricane damages eligible for FEMA funding.

Prior to assessment by Adam's project team, the S&WB's major drainage pump stations were assessed for damages by FEMA and under design by USACE to include repairs and mitigation measures. Above and beyond these ongoing efforts, Adam and his team discovered an additional \$200,000 in needed repairs to make drainage pump station facilities functional, \$1.7 million to restore facilities to pre-Katrina condition, and \$28 million in suggested mitigation renovations to reduce impacts during other flood events.

**Senior Technical Advisor, Program Management of Hurricane Restoration Projects, Terrebonne Parish, LA.** Adam served as a senior technical advisor to provide project administration and management, as well as financial services, to develop and implement restoration projects using FEMA funding after Hurricane Gustav.

**Senior Technical Advisor, Flood Recovery – Buildings and Facilities Overall Project Management, Cedar Rapids, IA.** Adam served as senior technical advisor for A/E program management services in response to the June 2008 flooding of more than 300 city-owned buildings, including city hall, fire departments, public works, central library, and the police station, in Cedar Rapids. The project required facility and infrastructure assessments to identify flood-related damages and to develop cost estimates to return facilities to pre-flood condition. His project team also provided planning services to incorporate LEED certified sustainability design into the reconstruction of key City buildings.

**Senior Technical Advisor, Hurricane Katrina-Damaged City Facilities Restoration Program, Biloxi, MS.** After participating in a master A/E design and construction phase services agreement from the City of Biloxi for Hurricane Katrina-related, FEMA-funded restoration of its damaged municipal utilities and transportation infrastructure in 2008, Adam then served as senior technical advisor to provide basic design phase and construction phase engineering for the total replacement of wastewater collection, water distribution, stormwater drainage systems, and streets base and pavement. This project has an estimated construction value over \$32 million.

**Senior Technical Advisor, Natural Gas Utility Replacement, Waveland, MS.** Adam oversaw design and construction phase services for complete replacement of the natural gas utility system due to Hurricane Katrina. The FEMA-funded \$6 million project included approximately 220,000 feet of 2-inch medium pressure gas service piping, 9 regulator stations, residential and commercial services and meters, and isolation valves. The project also included installation of approximately 21,000 feet of new natural gas distribution service and 2 regulator stations for a new casino service.

**Senior Technical Advisor, Area I Water and Sewer Replacement, Gulfport, MS.** Adam served as senior technical advisor, overseeing design services for complete replacement of the water and sanitary sewer systems in Area 1 of Gulfport, Mississippi due to Hurricane Katrina.



The storm surge from Hurricane Katrina caused erosion and exposure of utilities, resulting in severe damage of the system due to foreign material and debris. As a result, complete replacement was necessary of all sanitary sewer main and service connections. For the water system, the water main, hydrants, service connections, meters, meter saddles, and other appurtenances required complete replacement. Final design plans and specifications were prepared for approximately 28,500 lineal feet of 8-, 10-, 12-, and 15-inch gravity sanitary sewer; 35,500 lineal feet of 6-, 8-, and 12-inch water main; and 30 fire hydrants.

**Senior Technical Advisor, Reconstruction of the Garfield Ladner Memorial Pier and Recreational Facility, Waveland, MS.** Adam oversaw engineering design and construction management services for the \$2.7 million replacement of the Garfield Ladner Memorial Pier in Waveland. Modifications to the original pier's design were allowed by FEMA based on Section 406 of the Stafford Act, for hazard mitigation. An additional \$270,000 was obligated for substituting wooden support piles with concrete piling and limited structural augmentation to the structure.

**Senior Technical Review, Munster Wastewater Treatment Plant Expansion, St. Bernard Parish, LA.** Prior to Hurricane Katrina, Adam had completed and initiated a wastewater consolidation program for St. Bernard Parish. With seven existing treatment facilities ranging in size from 0.05 MGD to 7.5 MGD, the original consolidation program was developed to consolidate all treatment to three remaining facilities, the Dravo WWTP (3.5 MGD), Munster WWTP (7.5 MGD) and the Violet WWTP (2.0 MGD). The program included several pump station and transmission line projects and peak flow upgrades at the Dravo and Munster WWTPs to address flows from decommissioned facilities. After the impact of Hurricane Katrina, the consolidation program needed to be re-analyzed in light of the comprehensive impacts to St. Bernard's tax base. Through this effort Adam oversaw redevelopment of the program to provide consolidation of all the Parish's facilities to one major plant. The end result is the development and implementation of a \$60 million wastewater consolidation effort funded substantially through FEMA, overseen by Dr. Faschan as senior technical reviewer. The consolidation reduced the Parish's long-term operational costs by \$500,000 annually, lessened staff requirements, and minimized the need to finance the required improvements through Parish funds. In addition to the design of the wastewater facilities, Adam and his team worked with FEMA to secure \$7 million hazard mitigation funding for the Parish. The hazard mitigation funds were used to construct elevated electrical buildings to house electrical gear, elevated platforms for generators and transformers, and to install submersible and dry-pit submersible pumps.

**Project Manager, Repairs to the Waveland Wastewater Treatment Plant, Waveland, MS.** The Waveland WWTP sustained over \$1 million of damages due to floodwaters from Hurricane Katrina. Dr. Faschan led design efforts to repair the critical components of this 4.5-MGD facility. Repairs were primarily to the WWTP's electrical systems but also included consideration of hazard mitigation for emergency generators and repair of an existing detention.

**Craig Taffaro | Buyouts****EDUCATION**

MS in Counseling Psychology, University of Southern Mississippi

BA in Sociology, University of Southwestern Louisiana

Craig has 17 years of experience in public administration and disaster recovery grant management. He has led several Harvey recovery efforts throughout South Texas and led the FEMA closeout process for Nassau County's Superstorm Sandy Recovery program, responsible for all PW closeouts. As Director of the State of Louisiana's Office of Community Development

Disaster Recovery Unit HMGP, he was responsible for \$750M hazard mitigation program. As St Bernard Parish President, Craig was responsible for a \$65M annual operating budget and \$1.6B in capital programs.

**Port Arthur Harvey Engineering and Grant Administration, TX.** Assisting with respect to satisfying the requirements under the FEMA Public Assistance Program, HUD Community Development Block Grants, and FEMA Hazard Mitigation Grant Program with the primary objective to maximize eligibility and reimbursement for all aspects of the recovery program. After Hurricane Harvey, the City of Port Arthur sustained flood damage to almost all public structures, drainage conveyance systems, and roadways. Initial estimates of damage exceeded \$100M and Ardurra Group is currently assisting the City is developing all grants management and preliminary engineering for over 80 individual projects and associated project management services.

**League City Harvey Subject Matter Expert, TX.** Subject Matter Expert overseeing PW development and closeout for Harvey; responsible for coordinating with Engineering and Administrative Team and Hazard Mitigation.

**City of Pearland Harvey Subject Matter Expert, TX.** Subject Matter Expert overseeing PW development and closeout for Harvey; responsible for coordinating with Engineering and Administrative Team and Hazard Mitigation.

**City of Humble Harvey Subject Matter Expert, TX.** Subject Matter Expert overseeing PW development and closeout for Harvey; responsible for coordinating with Engineering and Administrative Team and Hazard Mitigation.

**Post-Katrina Recovery, St. Bernard Parish.** As Parish President and CEO for St. Bernard Parish, Chalmette, LA, Craig was responsible for overseeing general operations and capital programs for parish government consisting of 350 employees. He administered \$65M annual operating budget and \$1.6B in capital programs over the designated term in office and was responsible for establishing and implementing a Recovery Plan within FEMA funding guidelines and regulations. He also managed Private Property Debris Removal for more than 20,000 homes.

**State of Louisiana Office of Community Development Disaster Recovery Unit, Hazard Mitigation Grant Program, New Orleans, LA.** \$750M. Director appointed by Governor of LA. Responsible for taking a broken \$750M hazard mitigation program and turning it around to be successful - including managing 250 team members; establishing policies and procedures;



coordinating with State and Federal agencies and State and Federal Legislators to implement programs and resolve obstacles to program implementation; budget establishment and compliance.

**Nassau County NY Superstorm Sandy FEMA & CDBG-DR Recovery, Nassau County, NY.** \$1.6B Project manager and closeout specialist performing all closeout tasks for FEMA PWs. Work includes coordination with admin and financial teams to gather invoices and all documents necessary as well as ensuring all vendors have been paid. Responsible for organization of all documents and ensuring compliance so files are ready for inspection teams.

**St Johns County Florida Hurricane Matthew Recovery, St Augustine, FL.** \$300M. Program manager for this FEMA and CDBG-DR recovery program which includes extensively damaged roads, bridges, drainage infrastructure, fire stations and beach/waterfront areas. Responsibilities include review and management of all eligible Category A and B activities and all needed permanent repairs for Category C through G as well as review of debris activities performed by other contractors.

### Courtney Nelson | Environmental

#### EDUCATION

B.S. Environmental Sciences and Management, Louisiana State University, 2014

#### CERTIFICATION

OSHA 40-Hour HAZWOPER Training and TWIC Card

Courtney is an environmental scientist with experience in environmental analysis, remediation, sustainability planning, environmental site assessments, disaster recovery and risk management. She has knowledge of federal and state environmental regulations and permitting, such as NEPA, CERCLA, RCRA and RECAP. Courtney has reviewed and edited guidelines, specifications and engineering standards. Additional field experience and research includes air, soil and water

monitoring and sampling.

**Texas General Land Office Multifamily Affordable Rental Housing Program.** Courtney reviewed Tier I Broad Reviews for accuracy and confirmed they complied with HUD Tiering regulations found at 24 CFR 58.15. She also screened applicant information and worked closely with client and applicant to determine and designate which level of review needed to be completed for the Multifamily Affordable Rental Housing Program. Once level of reviews were determined, Courtney worked on writing Phase 1 ESAs in compliance with ASTM E-1527-13 standards and followed the format set forth in ASTM E1527-13 Appendix 4 (X4) "Recommended Table of Contents and Report Format" is used as an organizational tool to ensure all requirements are included in the report per HUD Environmental Standards at 24 CFR 58.5(i)(2) and 50.3(i)., HUD Environmental Assessments (EA), and HUD Categorical Exclusions Subject to §58.5 (CEST) were also written. Upon review of projects, each site was analyzed to complete with 24 CFR Part 55, subpart C- Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. If the project site is located within or will impact a 100-year floodplain as identified by FEMA, then HUD's Floodplain Management Regulations 8-Step Decision-Making Process (8-Step) of §55.20 was conducted. In the 8-Step,



## Experience

### Gulf Coast Water Authority (GCWA) Harvey Recovery Program

This program consisted of damage assessment of GCWA facilities including large pump stations, transmission canals, reservoirs and water treatment plants, including locations and facilities with very limited access. Ardurra's responsibilities included developing a summary of damages report; engineering advisory services; FEMA Project Worksheet development; development of expedited Category B Project Worksheet; feedback on Category B repairs including Cottonwood Dam reconstruction; validation of force account equipment labor and materials; and hazard mitigation.

Critical activities included detailed assessments of the May and Shannon Intake Pumping Plants. With combined capacities in excess of 100 MGD, these facilities are critical to function of GCWA. The assessments included establishing damages and repairs required to the intake structure, upstream and downstream wingwalls, upstream and downstream embankments and other features of the Shannon and May Pumping Stations. Damage assessments and scope of work was prepared for permanent repairs and hazard mitigation at the May and Shannon Pumping Stations.



### Port Arthur Harvey Recovery Program

Ardurra was recently selected by the City of Port Arthur to furnish program management services to assist with FEMA Public Assistance Program, HUD Community Development Block Grants, and FEMA Hazard Mitigation Grant Program. Ardurra's primary objective is to maximize eligibility and reimbursement for all aspects of the recovery program while ensuring compliance. Harvey resulted in flood damage to almost all public structures, drainage conveyance systems, and roadways. Initial estimates of damage exceeded \$100M and Ardurra is assisting the City with all grant management and preliminary engineering for over 80 individual projects. The scope includes:

- ✓ Providing broad-based support services for response and recovery activities, ensuring the City is able to accomplish and maximize federal grant funding for all items that serve the public's health and safety.
- ✓ Providing guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
- ✓ Assisting with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster.
- ✓ Collaborating with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to TDEM/FEMA).
- ✓ Assisting with the management of FEMA and/or other federal grants and TDEM coordination along with the City, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.



- ✓ Developing Sandy Recovery Improvement Act (SRIA) alternative arrangement projects as soon as possible to streamline the recovery process within established FEMA timelines.
- ✓ Developing Section 406 Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts.
- ✓ Developing Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
- ✓ Assisting the City with development of scope and bid packages that align with the project worksheet scope of work and damages.
- ✓ Coordinating and interfacing with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
- ✓ Assisting the City with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.



### New Orleans Sewerage and Water Board Master Drainage Program

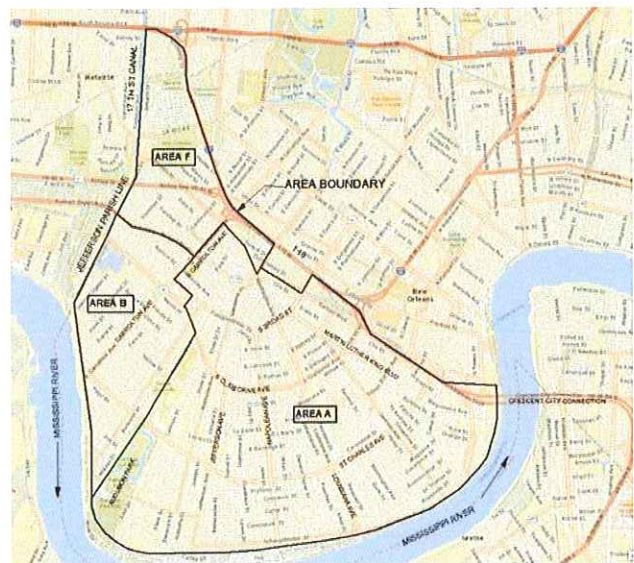
Ardurra prepared a detailed Master Drainage Report of the Uptown, Holly Grove, and Carrollton water sheds that are tributary to Drainage Pump Stations 1 and 6, for the Sewerage and Water Board of New Orleans. Ardurra provided Model Selection and Calibration, Drainage Network Analysis, Hydrology and Hydraulic Modeling, LIDAR/GIS Mapping, Designs and Cost Estimating and Master Planning. The Project was carried out in essentially four phases.

Phase I: Data Collection. Ardurra obtained the surface drainage “unit” sheets from the Sewerage and Water Board of New Orleans, ground surface elevation data from LIDAR data, and GIS maps, available from Louisiana State University, for the purpose of creating a surface water model of Drainage Pump Station Nos. 1 and No. 6 drainage systems.

Phase II: Model Development. Reviewed the availability of several unsteady flow surface water modeling systems. Selected a model system and constructed both a Hydrologic and Hydraulic Module for the purpose of evaluating existing drainage system and future drainage system improvements. Using historical rainfall data for the May 8 and 9, 1995 flood, and pumping station operating logs, calibrated the modeling system to the water shed characteristics.

Phase III: Evaluated Current Drainage and Tested Solutions: Using the calibrated model, to develop existing conditions flagged fall deficiencies in the watershed and tested alternative channel improvements on Palmetto, Monticello, and Claiborne Avenue Channels and Canals, and Audubon Street. Selected several neighborhood street drainage systems in uptown area, i.e. Galvez, Prytania, and evaluated the system. Applied larger pipe sizes to inadequate systems and developed unit costs for improvements.

Phase IV: Documentation. Summarized all activities carried out during study prosecution in a Master Drainage Report. Presented existing conditions overflow maps and maps with improvements, and costs and design drawings, and comparative water surface profiles on major culvert/canals with and without improvements. Made recommendations, prioritized sequence of construction, and outlined a funding stream to carry out the plan.



## Inspection Services for the Houston-Galveston Area Council's Harvey Temporary Housing Program

Inspection services include feasibility assessments to determine adequate space for placement of an MHU/RV unit and/or compliance with initial installation or basic setup of MHU/RV on the applicant property or other site as applicable to the location of the temporary unit.



The purpose is to determine adequate space for placement of an RV or MHU and/or compliance with initial installation or basic setup of RV or MHU on the applicant property or other site as applicable to the location of the temporary unit. Tasks include inspection, as required by established codes, and HUD's Housing Quality Standards (HQS). These assessments are critical to assist H-GAC in determining whether the option of the MHU/RV is a suitable option for the program applicant and placement of the unit, or whether the unit has been properly installed and ready for the applicant's occupancy. The Ardurra inspector is required to inspect the following:

- ✓ **Site Feasibility Inspections:** Verification of the site and household information and secure all executed FEMA documentation requirements. Perform full assessment of site conditions to determine if placement of a temporary housing unit is feasible for the available space, utility condition and location, access to the site, etc.). Sketch of a site plan to demonstrate the unit placement location, utility locations and connections, and ingress-egress route for unit delivery and provide photo documentation of the site, the structures, the utilities and any impediments.
- ✓ **Request for Occupancy Inspections:** During this installation process, verify if the MHU/RV unit is placed on its installation location as indicated on the site inspection drawing; blocked, leveled, and anchored; utilities connected; and outfitted with proper skirting, stairs, ramps, and platform stairs. The MHU/RV unit is confirmed as ready for occupancy by testing all appliances and assembling all the furniture.

Weekly Progress Reports were submitted to H-GAC documenting scheduling efforts, inspections services, unit production, and program results achieved. Ardurra is also providing the submission of a project closeout report and has regularly supplied H-GAC with request data reports, and ad hoc reports regarding information on the operation and performance of execution of the contract.

Ardurra's scope also included developing program policies and procedures, standard operating procedures, project specifications and site inspection training services.



### **City of Houston Direct Assistance for Limited Home Repair (DALHR) Program**

In a comprehensive approach to address the Texas housing need in the wake of Hurricane Harvey, the Federal Emergency Management Agent (FEMA) authorized THE Direct Assistance for Limited Home Repair (DALHR) Program. The Direct Assistance for Limited Home Repair (DALHR) Program is one of several housing solutions for Texans in the aftermath of Hurricane Harvey. The program provides repairs to homes with moderate damages so applicants who lack available resources can live in their home again.

Ardurra is engaged through the Master Program Manager APTIM in furnishing program management services for the DALHR program in the City of Houston recovery program. These services include Damage Assessments, Estimating, Scope of Work development and overall Construction Management for single-family homes.

Upon project commencement, Ardurra deployed over 30 specialized damage assessment and estimating personnel and construction inspectors to work as a teaming partner to APTIM for the City of Houston FEMA sponsored Disaster recovery programs.

Ardurra has developed a specialized deliverable product that conforms to both FEMA and the City of Houston's guidelines, which includes the drafting of Minimum Property Standards adopted by the City of Houston, Program Specifications, Standard Operating Procedures and Policies and Procedures that are to be used for all residential rehabilitation projects.

Ardurra has currently performed over 500 inspections within this program, with a scope including: Damage Assessments, Estimating, Work Scope development, Contractor Procurement, Pre-construction Services and Construction Management Services (NTP, RFI Responses, Change Order Requests, Submittal Reviews and Progress Construction and City of Houston code Inspections).

Ardurra is also responsible for the verification of duplication of benefits. Where applicants determined eligible for DALHR must provide documentation of the use of any previously provided FEMA financial housing assistance for Repair, and return all unused, previously provided financial housing assistance for Repair or Replacement to FEMA.

Ardurra also supplements APTIM with Case Management Services providing ongoing casework for applicants to assist them with their housing needs and to monitor eligibility on a periodic basis to ensure the applicant continues to meet FEMA eligibility requirements. Ardurra staff are assigned as primary caseworkers – those dealing specifically with an assigned applicant who continually provide casework support to the applicant on a weekly basis to ensure the applicant is moving towards a permanent housing solution within the 18-month direct housing period of performance. Casework assistance includes assisting the applicant in identifying any barriers or limitations to the DALHR program as well as connecting the applicant with the long-term recovery groups and disaster case management.



### South Carolina Housing Recovery Program

Ardurra is part of the team providing program management services for a full spectrum housing recovery program (intake, design, construction, grant management, database management, internal audit, VOAD coordination, environmental compliance, closeout) with an accelerated timeline for 1,500+ families/homes. Ardurra is teamed with Horne LLP & SLS. Startup includes targeting community leaders, churches, governments, and non-profit organizations to discuss program requirements, key deadlines, planned actions, and where and how to access customer service. Set up mobile intake centers and distributed brochures to impacted citizens across the State's 22 eligible counties.

Our team determined eligibility for 1,500 families within 3 months of program start. Damage assessments, environmental on-site review, and builder site reconnaissance is conducted as a joint team, delivering uniformity and expediency. Work is prioritized based on most vulnerable citizens.



## Tab B

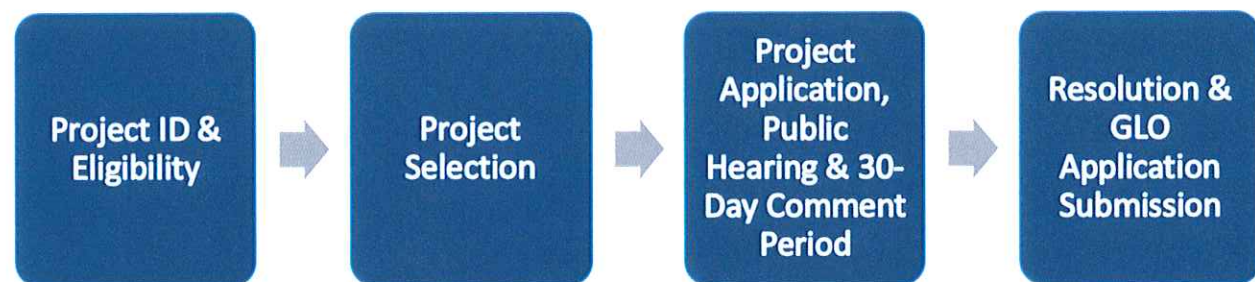
# PROJECT METHODOLOGY

Ardurra looks at Disaster Recovery in holistic terms: Who was affected? What was damaged? How quickly can infrastructure be repaired, and even hardened to become more resilient to future disasters? While disaster recovery programs are notoriously slow, Ardurra's years of expertise have allowed our clients to expedite the process by expertly assisting them in making informed recovery decisions that are fully-compliant with and easily navigate the myriad of grant and funding requirements. We have staff members with State-, County-, and City-level CDBG programmatic experience. Additionally, our staff's resiliency experience can integrate hardening methodologies that will offer enhanced protection from future events. In short, our team has the local knowledge needed to quickly and efficiently execute the City's desired recovery program.

### Pre-Funding Activities

Ardurra will systematically assist the City in a common-sense and measurable recovery program. To begin, Ardurra will meet with project stakeholders and begin the most important phase of the recovery: identifying and prioritizing *eligible* CDBG-DR recovery projects. The City will invariably have needs that do not meet the criteria of a HUD/GLO-funded program. That is not to say these are not valid and important projects; however, Ardurra will make clear which projects will successfully be funded with CDBG-DR funds. Other projects can be directed to other programs such as FEMA's Severe Repetitive Loss (SRL) and others on a case-by-case basis. Creating the basic priority list is a critical path component contingent upon firm project sponsor and stakeholder agreement and acceptance. Ardurra staff's CDBG experience will allow for a streamlined approach and rapidly produce project applications and eliminate time wasted on ineligible projects. Our in-house environmental specialists will also identify projects that have potential scheduling impacts due to enhanced environmental review requirements. Our CDBG expertise ensures that City staff and officials receive the most realistic project outlook, saving critical time in the recovery process.

**Ardurra offers the local knowledge needed to quickly and efficiently deliver the City's desired recovery program.**



After we have identified the projects that are the most critical and eligible, Ardurra staff will begin creating the project applications and a compliance matrix. The compliance matrix will identify every step to each project which, due to the nature of CDBG-DR regulations, is necessary to ensure that all procurement, acquisition and environmental activities are error-free.

### **Coordination with City Staff and Officials**

Ardurra anticipates approximately 12 weeks from notice to proceed to application submittal to GLO. The following discusses the activities involved in each task and the anticipated time and information needed from City staff.

**Project Identification and Eligibility Discussion (Weeks 1-2):** Ardurra's Program Manager will meet with City Officials and staff to ascertain the program's objective. Once the overall unmet needs are discussed project identification can commence. This is a collaborative endeavor. City staff will play an integral part in identifying the storm affected areas and projects that will repair the devastation of Hurricane Harvey or prevent similar damage from happening in the future. Ardurra has the extensive staff experience that will identify the best of the eligible projects. We anticipate needing approximately 16 hours from staff during this phase to identify the preliminary project list and access the GLO's electronic accounting system.

**Project Selection (Weeks 3-4):** Starting on the 3<sup>rd</sup> week Ardurra and City staff will have a prioritized list of potential projects. This will be presented to City Council for acceptance and any change requests that are agreed upon. We anticipate approximately 8 hours of City staff time to prioritize projects.

### **Project Application Creation and Public Hearing**

**Starting 30-Day Comment Period (Weeks 5-8):** Ardurra staff, working closely with City staff and selected engineers to complete all the project applications. The finalized and accepted list will be presented in City Council to fulfill the participation requirements of the program. Property Owners will be notified that they have thirty days to be able to make written comments about the projects at this time. We anticipate approximately 14 hours of City staff time provide completed Form SF-424s, Unmet Needs information requested in application, Fair Housing information requested in application (if needed), and any local or other funds used for projects. The City Council will announce 30-day public comment period and sign Designated Signatory documents. We will attend the Council meetings and provide the Designated Signatory document.

**Ardurra's experience will expedite the process and minimize City staff time requirements through proactive communication and application of lessons learned on similar recovery programs.**

**Resolution Authorizing Application Submission to GLO and Application Submittal (Weeks 12-13):** Hold public hearing for final comments on the project applications. City will write

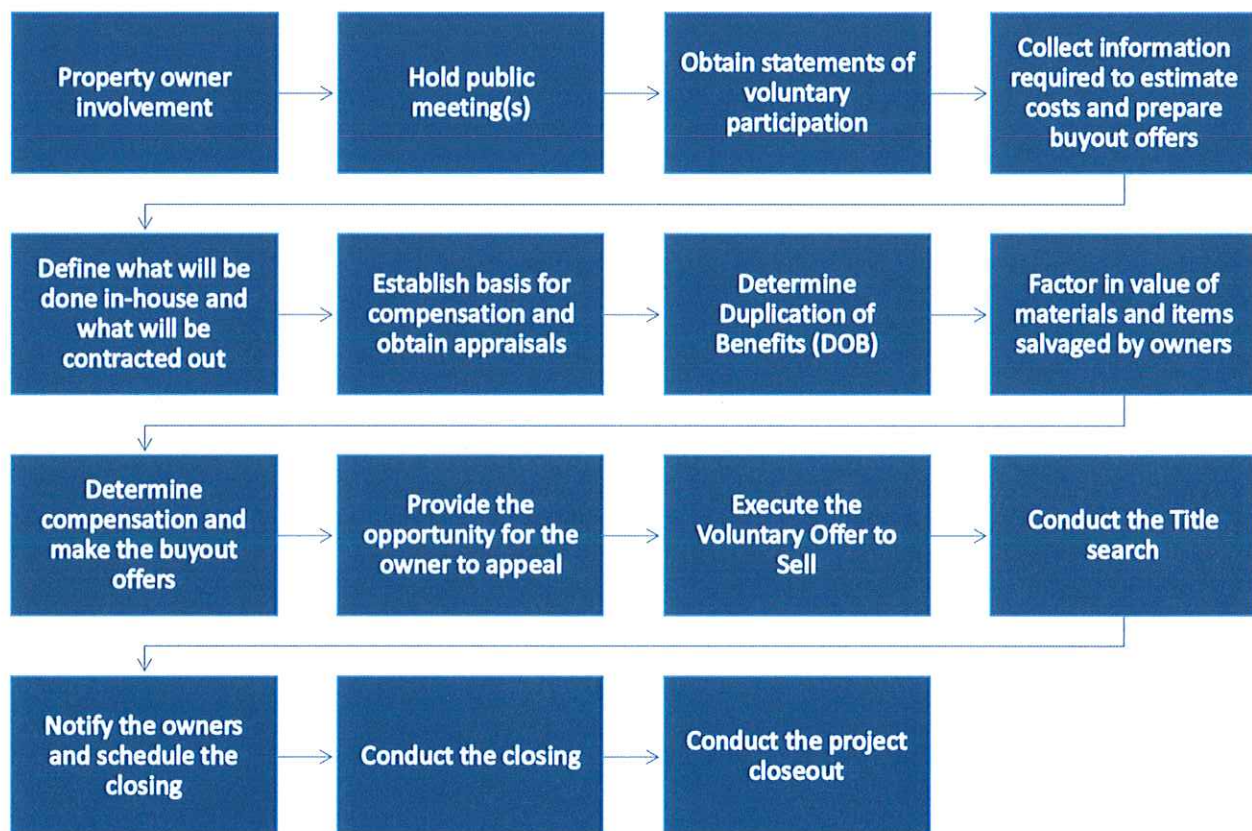


staff will they be presented to City Council for final approval. Ardurra will consult with the GLO to ensure that the change order will be approved and funding moved to account for the change. Final retainage invoice and final labor compliance review necessitates a full and clear Labor record. Ardurra will create the Final Wage Compliance Report, Certificate of Construction Completion and give the final approval to the City stating there are no lingering issues and the project is complete and final payment can be made.

**Project Closeout Phase:** Project Closeout occurs when all expenditures are completed, and no further action is needed. Ardurra will submit the project closeout documents to the GLO. Ardurra will close the project file and ensure that it will pass a GLO monitoring audit.

## Buyouts

Buyout projects can be difficult and can stretch on for a long time, especially when many properties are involved. Fortunately, your program seems limited to only a few houses and mostly detention ponds and vacant land. Ardurra buyout experts will guide the City through this process. The following are some of the activities we will support:



## Record Keeping

As with any grant program, a significant responsibility is to maintain complete records to document project performance and that funds have been used appropriately. There are two primary components of your record keeping system: project files and financial records. All



records are to be retained for at least 3 years, and access is to be provided to the State of Texas or HUD for audit purposes.

### **Buyout Program Summary**

Buyout programs can be complex and time consuming. Some key points to remember when executing a buyout program include:

- ✓ The Uniform and Relocation Act (URA) is the essential regulation that must be followed for a successful program.
- ✓ The environmental review must be completed before any acquisition can be completed.
- ✓ Eminent Domain may be necessary to complete the program.



## Tab C

# PRICING & FEES

Employee Position	Phase 1 Hours	Phase 2 Hours	Phase 3 Hours	Total Hours	Hourly Rate	Total Cos
Principal	8	32	16	56	\$235	\$13,160
Program Manager/SME	214	1246	232	1692	\$208	\$351,936
Buyout Manager	94	648	88	830	\$150	\$124,500
CDBG Specialist/ Financial Admin	16	0	0	16	\$125	\$2,000
Environmental Supervisor	0	116	0	116	\$135	\$15,660
Environmental Staff	0	56	0	56	\$95	\$5,320
Case Manager	0	42	58	100	\$50	\$5,000
Housing Assessor	0	40	0	40	\$85	\$3,400
GIS Staff	40	0	0	40	\$110	\$4,400
IT Staff	8	24	0	32	\$125	\$4,000
<b>Total</b>	<b>380</b>	<b>2204</b>	<b>394</b>	<b>2978</b>		

Buyout estimated Total Per Unit Costs	\$9,020
Estimated Total Labor Costs Infrastructure	\$382,748.00
Estimated Total Labor Costs Buyouts	\$146,628
Estimated staff hours Infrastructure	1942
Estimated staff hours Buyouts	1036
Estimated Total ODC \$4.00 times billable Infrastructure labor hours	\$7,768
Estimated Total ODC \$4.00 times billable Buyout labor hours	\$4,144
Estimated Total Project Delivery and Admin Costs Infrastructure and Buyouts	\$550,308
Total Funds Available for Housing and Buyout/Acquisition Project	\$6,987,717
Total Funds Available for Infrastructure Projects	\$6,807,796
Estimated % project deliver, administration for infrastructure	5.74%
Estimated % project deliver, administration for buyout	2.16%
<b>Labor Total</b>	<b>\$529,376</b>
<b>Unit Costs and ODCs</b>	<b>\$20,932</b>
<b>TOTAL</b>	<b>\$550,308</b>



## Tab D

## REFERENCES

We believe our clients best attest to the quality of our services. We encourage you to contact the individuals included to hear first-hand how we meet our clients' needs and exceed their expectations.

### **Gulf Coast Water Authority Harvey Recovery Program**

James Vanderwater

409-935-2438/281-687-2770

[jvanderwater@gcwater.org](mailto:jvanderwater@gcwater.org)

### **Port Arthur Harvey Recovery Program**

Rebecca Underhill

409-983-8353

[rebecca.underhill@portarthurtx.gov](mailto:rebecca.underhill@portarthurtx.gov)

### **Inspection Services for the Houston-Galveston Area Council's Harvey Temporary Housing Program**

Miles G. Arena, Sr. Program Coordinator

832.681.2586

[miles.arena@h-gac.com](mailto:miles.arena@h-gac.com)

### **City of Houston Direct Assistance for Limited Home Repair (DALHR) Program**

Laura Vignaud, Assistant Director, Single Family & Economic Development

832.394.6133; 281.635.9560

[laurie.vignaud@houstontx.gov](mailto:laurie.vignaud@houstontx.gov)

### **South Carolina Housing Recovery Program**

JR Sanderson, Program Management Director

803.331.2940

[jeffrey.anderson@scdcr.sc.gov](mailto:jeffrey.anderson@scdcr.sc.gov)



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

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

Ardurra Group, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

March 19, 2019

Date

**PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

**Bidder must initial next to each addendum received in order to verify receipt:**

Addendum #1    *JD*    Addendum #2                      Addendum #3                       
Addendum #4                      Addendum #5                      Addendum #6                     

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: Ardurra Group, Inc.  
REPRESENTATIVE'S NAME: Jeff Peters, PE, BCEE  
REPRESENTATIVE'S TITLE: Client Manager  
MAILING ADDRESS: 2032 Buffalo Terrace  
CITY, STATE, ZIP: Houston, Texas 77019  
PHONE & FAX NUMBERS: 346-666-5130  
E-MAIL ADDRESS: jpeters@ardurragroup.com  
AUTHORIZED SIGNATURE: *Jeff Peters*  
DATE: March 19, 2019

6. Will the City offer legal services as part of the Grant Administrative services on an as needed basis?

City Response: The only legal services provided will be to City Staff as needed in the implementation of CDBG – DR program activities.

7. Has the City prepared an outreach and marketing program?

City Response: Not at this time.

8. Pg. 4 Section 3.5 states “ The fee structure shall include all overhead, local transportation costs, other direct costs/expenses and profit. Provide fee schedule for services related to Contract Management of the CDBG-DR Program Activities and for services unrelated to Contract Management of the CDBG-DR Program Activities and describe the basis on which the fees are calculated.” On page 7 Section 5.6 TAB C 5.6.1 states “The proposals shall provide a breakdown of fees for each phase of the project including an itemization of all costs (i.e., applicable hourly rates, training, travel and per diem, etc.).” Please clarify if League City will reimburse training, travel and per diem, etc. cost? If so which line item will fee’s be broken down under?

City Response: Travel, per diem, and other applicable costs will be reimbursed by the Administrative portion of the fund.

9. Does the City have a current Fair Housing Activity Statement (FHASt) form for evidence of Fair Housing Activities?

City Response: Yes, this form is available on the City’s website and can be provided upon request.

10. Does the City desire the Grant Administrator to conduct all Environmental Reviews for the program?

City Response: We expect services to be provided as outlined in the CDGB-DR sample scope of work document provided with the RFP. Environmental services are discussed under Grant Administration Services throughout the sample scope that we provided.

11. Does the City have a standard template or form they would like respondents to use for pricing to ensure accurate comparisons?

City Response: No, there is not a standard template that the City requires to be used.

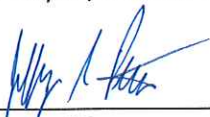
**End of Addendum**

If you have any questions, please contact Gwynetheia V. Pope at [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov) .

**NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL.**

G. Valeris Pope

Gwynetheia V. Pope CTPM, CTCM  
Senior Buyer / Interim Purchasing Manager



Signature of Proposer

March 19, 2019

Date

# Exhibit B

(1 page)



**ARDURRA**  
COLLABORATE. INNOVATE. CREATE.

## Tab C

### PRICING & FEES

Employee Position	Phase 1 Hours	Phase 2 Hours	Phase 3 Hours	Total Hours	Hourly Rate	Total Cos
Principal	8	32	16	56	\$235	\$13,160
Program Manager/SME	214	1246	232	1692	\$208	\$351,936
Buyout Manager	94	648	88	830	\$150	\$124,500
CDBG Specialist/ Financial Admin	16	0	0	16	\$125	\$2,000
Environmental Supervisor	0	116	0	116	\$135	\$15,660
Environmental Staff	0	56	0	56	\$95	\$5,320
Case Manager	0	42	58	100	\$50	\$5,000
Housing Assessor	0	40	0	40	\$85	\$3,400
GIS Staff	40	0	0	40	\$110	\$4,400
IT Staff	8	24	0	32	\$125	\$4,000
<b>Total</b>	<b>380</b>	<b>2204</b>	<b>394</b>	<b>2978</b>		

Buyout estimated Total Per Unit Costs	\$9,020
Estimated Total Labor Costs Infrastructure	\$382,748.00
Estimated Total Labor Costs Buyouts	\$146,628
Estimated staff hours Infrastructure	1942
Estimated staff hours Buyouts	1036
Estimated Total ODC \$4.00 times billable Infrastructure labor hours	\$7,768
Estimated Total ODC \$4.00 times billable Buyout labor hours	\$4,144
Estimated Total Project Delivery and Admin Costs Infrastructure and Buyouts	\$550,308
Total Funds Available for Housing and Buyout/Acquisition Project	\$6,987,717
Total Funds Available for Infrastructure Projects	\$6,807,796
Estimated % project deliver, administration for infrastructure	5.74%
Estimated % project deliver, administration for buyout	2.16%
<b>Labor Total</b>	<b>\$529,376</b>
<b>Unit Costs and ODCs</b>	<b>\$20,932</b>
<b>TOTAL</b>	<b>\$550,308</b>

