PORTIONS OF THIS PROPOSAL ARE PROPRIETARY AND HAVE BEEN REMOVED AND/OR REDACTED
<table>
<thead>
<tr>
<th>Staffing Category</th>
<th>Equivalent GSA Staff Category</th>
<th>GSA or Better Hourly Billing Rate ($)</th>
<th>Staffing Per Year</th>
<th>Total $ Per Staff Category</th>
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</thead>
<tbody>
<tr>
<td>Program Director</td>
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<td>$12,600.55</td>
<td>800</td>
<td>$10,084,440</td>
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<tr>
<td>Program Manager</td>
<td>Program Manager</td>
<td>$4,060.86</td>
<td>500</td>
<td>$2,030,430</td>
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<td>$4,064,090</td>
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<td>$3,605.50</td>
<td>700</td>
<td>$2,523,850</td>
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<td>Facilities and Equipment Manager</td>
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<td>$3,687,389</td>
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<td>Other</td>
<td>Other</td>
<td>$54,229.26</td>
<td>296</td>
<td>$15,936,230</td>
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<tr>
<td>Total Other Direct Cost</td>
<td>Total Other Direct Cost</td>
<td>$1,039,742</td>
<td>275,106</td>
<td>$92,584,780</td>
</tr>
<tr>
<td>Total Direct Cost</td>
<td>Total Direct Cost</td>
<td>$10,084,440</td>
<td>275,106</td>
<td>$92,584,780</td>
</tr>
<tr>
<td>Total Hourly Cost</td>
<td>Total Hourly Cost</td>
<td>$10,623,982</td>
<td>275,106</td>
<td>$92,584,780</td>
</tr>
<tr>
<td>Total Cost</td>
<td>Total Cost</td>
<td>$92,584,780</td>
<td>275,106</td>
<td>$92,584,780</td>
</tr>
</tbody>
</table>

**Special Instructions:**

- Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.
- In accordance with Section 3.4 of the RFQ, Bidders must submit a GSA or better Hourly Billing Rate for the Lead RREM Contractor position.
- All other Bidders must submit a GSA or better Hourly Billing Rate per Staff Category.

Section 3.1.1 Program Design, Management, and Budgeting

- Instructions: At least one subcontractor is required per Staff Category.

Section 3.1.2 Prequalification of Homebuilders

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

Section 3.1.3 Construction Management

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

Section 3.1.4 Quality Assurance/Quality Control

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

Section 3.1.5 Compliance Monitoring

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

Section 3.1.6 Document Management and Records Retention

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

Section 3.1.7 Accounting and Reporting

- Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.

**Total Direct Cost:** $92,584,780

**Total Hourly Cost:** $10,623,982

**Total Cost:** $103,208,762

**Grand Total:** $103,208,762

In accordance with Section 3.4 of the RFQ, Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, must attach a detailed budget for the Lead RREM Contractor position.
Best and Final Offer (BAFO) - RFQ Management of the Reconstruction, Remediation, Elevation, and Mitigation Program RFQ775040S

Cell to be completed by Bidder
Protected Cells

Lead RREM Contractor

Cost Quote for:

Instructions: Bidders seeking the Lead RREM Contractor position, or who will accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.
Bidders seeking a Secondary RREM Contractor position, are to complete all columns EXCEPT section 3.1.1. and 3.1.2.

Shaw Environmental, Inc.

Firm Name:

Secondary RREM Contractor

Either Position

Year 1

Section 3.1.1
Start Up - Program
Design, Management,
and Budgeting

Year 2

Staffing Category

Equivalent GSA Staffing
Category

GSA or Better
Hourly Billing
Rate ($)

Hours

Amount ($)

Section 3.1.2
Prequalification of
Homebuilders

Hours

Amount ($)

Secondary RREM
Contractor Costs
Associated with Section
3.1.1 and 3.1.2

Section 3.1.3
Application Review and
Processing

Hours

Hours

Amount ($)

Amount ($)

Section 3.1.4
Construction
Management

Hours

Section 3.1.5
Quality
Assurance/Quality
Monitoring

Amount ($)

Hours

Amount ($)

Section 3.1.6
Appeals

Hours

Section 3.1.7
Compliance Monitoring

Amount ($)

Hours

Amount ($)

Section 3.1.8
Issue Tracking and Fraud,
Waste and Abuse
Coordination

Hours

Amount ($)

Section 3.1.9
Document Management
and Records Retention

Hours

Amount ($)

Section 3.1.10
Accounting and
Reporting

Hours

Amount ($)

Total Hours
Per Staff
Category

Total $ Per Staff
Category

Program Chief Executive

Program Director

174.93

11

$1,924.23

0

$0.00

43

$7,521.99

0

$0.00

156

$27,289.08

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

210

$36,735.30

Program Manager

Senior Staff

166.18

11

$1,827.98

0

$0.00

43

$7,145.74

1022

$169,835.96

1108

$184,127.44

0

$0.00

208

$34,565.44

208

$34,565.44

52

$8,641.36

0

$0.00

0

$0.00

2,652

$440,709.36

Construction Manager

Project Manager II

133.99

22

$2,947.78

0

$0.00

87

$11,657.13

4684

$627,609.16

9983

$1,337,622.17

0

$0.00

104

$13,934.96

51

$6,833.49

0

$0.00

0

$0.00

0

$2,000,604.69

$0.00

14,931

Eligibility Manager

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Information Technology Manager

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

$42,170.96

520

$73,340.80

Budget & Financial Manager

Subcontracts Manager

Project Manager II

141.04

0

$0.00

$0.00

0

$0.00

$0.00

0

$0.00

$0.00

0

$0.00
$0.00

221

$31,169.84
$0.00

0

$0.00
$0.00

0

$0.00
$0.00

0

$0.00
$0.00

0

$0.00

$0.00

0

$0.00
$0.00

299

$0.00

0

$0.00

Communications Director

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Chief Legal Counsel

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Property Lien Director

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Facilities and Equipment Manager

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Architect

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Engineer

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Estimating and Compliance Monitor

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Other

Senior Staff

174.93

11

$1,924.23

0

$0.00

43

$7,521.99

52

$9,096.36

762

$133,296.66

0

$0.00

312

$54,578.16

52

$9,096.36

104

$18,192.72

0

$0.00

0

$0.00

1,336

$233,706.48

Other

Senior Tech Consultant

166.18

157

$26,090.26

0

$0.00

190

$31,574.20

693

$115,162.74

1057

$175,652.26

208

$34,565.44

0

$0.00

0

$0.00

103

$17,116.54

0

$0.00

0

$0.00

2,408

$400,161.44

Other

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141.04

11

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0

$0.00

43

$6,064.72

208

$29,336.32

1031

$145,412.24

51

$7,193.04

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

1,344

$189,557.76

Other

Senior Tech Consultant

174.93

11

$1,924.23

0

$0.00

43

$7,521.99

762

$133,296.66

0

$0.00

260

$45,481.80

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

1,076

$188,224.68

Other

Project Scientist II

80.87

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

3871

$313,047.77

0

$0.00

52

$4,205.24

0

$0.00

0

$0.00

0

$0.00

3,923

$317,253.01

Other

Project Scientist II

85.13

11

$936.43

0

$0.00

43

$3,660.59

0

$0.00

7082

$602,890.66

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

7,136

$607,487.68

Other

Environmental Tech III

66.47

22

$1,462.34

0

$0.00

87

$5,782.89

139

$9,239.33

4310

$286,485.70

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

0

$0.00

4,558

$302,970.26

Other

Senior Project Admin

126.82

0

$0.00

0

$0.00

0

$0.00

0

$0.00

2078

$263,531.96

0

$0.00

0

$0.00

0

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0

$0.00

0

$0.00

0

$0.00

2,078

$263,531.96

Other

Project Administrator II

85.13

0

$0.00

0

$0.00

0

$0.00

0

$0.00

1039

$88,450.07

0

$0.00

0

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0

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0

$0.00

0

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0

$0.00

1,039

$88,450.07

Other

Project Administrator II

85.13

0

$0.00

0

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0

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208

$17,707.04

883

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0

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0

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0

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0

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0

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1,091

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Other

Project Administrator I

69.97

0

$0.00

0

$0.00

0

$0.00

381

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658

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139

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52

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52

$3,638.44

51

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520

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2,113

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69.97

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0

$0.00

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3504

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208

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$0.00

2078

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0

$0.00

7,760

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Other

Project Administrator I

69.97

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$0.00

0

$0.00

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3913

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7833

$548,075.01

0

$0.00

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0

$0.00

0

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0

$0.00

11,746

$821,867.62

Other

Project Administrator III

104.29

0

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0

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0

$0.00

416

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416

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537

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52

$5,423.08

208

$21,692.32

156

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622

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0

$0.00

2,407

$251,026.03

Other

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$0.00

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$0.00

$0.00

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$0.00

$0.00

0

$0.00

Other

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Other

$0.00

$0.00

$0.00

$0.00

$0.00

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$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

Other

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

$0.00

0

$0.00

267
Total Other Direct Cost
Total Travel Cost

$40,588.92
$184,938.00

0

$0.00
$36,221.00

622

$88,451.24
$221,159.00

14448

$1,592,960.29
$2,704,742.00

42121

$4,233,772.66
$2,199,461.00

5274

$480,571.37
$36,221.00

728

$112,140.08
$36,221.00

623

$80,031.29
$36,221.00

466

$63,788.33
$36,221.00

2960

$228,458.24
$36,221.00

819

$78,555.36

68328

$6,999,317.78
$5,563,847.00

$36,221.00

$366,049.00

$366,049.00

In accordance with Section 3.4 of the
RFQ. Must attach detailed budget for
the total cost with the RFQ.
$225,526.92

$36,221.00

$309,610.24

$4,297,702.29

$6,433,233.66

$516,792.37

$148,361.08

$116,252.29

$100,009.33

$264,679.24

$114,776.36

Grand Total

$12,929,213.78


STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation Program

VOLUME I: TECHNICAL PROPOSAL

REQUEST FOR QUOTATION (RFQ) NO. 776040S

PROPOSED TO:
State of New Jersey
Department of Community Affairs
DATE: MAY 9, 2013

PROPOSED BY:
Shaw Environmental, Inc.
(A CB&I Company)

DELIVERING MORE 🏡 🏡 🏡
PROPOSED TO:
State of New Jersey
Department of Community Affairs
DATE: MAY 9, 2013

PROPOSED BY:
Office
Shaw Environmental, Inc.
200 Horizon Center Blvd., Trenton, New Jersey 08691-1904
Telephone: 609-584-8900  Fax:
Federal Tax Identification No.:

Authorized Representatives
John Moody, Chief Program Executive
Shaw Environmental, Inc.
805 Las Cimas Parkway, Las Cimas III, Suite 300
Austin, Texas 78746
Telephone: 512-306-2079  Fax:
Email: John.Moody@CBI.com

Michael Dillman  President
Shaw Environmental, Inc.
4171 Essen Lane, Baton Rouge, Louisiana 70809
Telephone: 225-987-7304  Fax:
Email: Michael.Dillman@CBI.com
May 9, 2013

Ms. Roseann Koval
New Jersey Department of Treasury
Division of Purchase and Property
9th Floor
33 West State Street
Trenton, New Jersey 08625

Subject: Request for Quote RFQ776040S Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program for the New Jersey Department of Community Affairs

Dear Ms. Koval:

Shaw Environmental, Inc. (Shaw), a CB&I company, and our proposed team members are pleased to submit this response to Request for Quote RFQ776040S for the Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program for the New Jersey Department of Community Affairs (NJDCA). Shaw has provided U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant -Disaster Recovery (CDBG-DR) services including program management, mobilization and start-up, homebuilder prequalification, application review and processing, construction management, quality assurance/quality control (QA/QC), appeals, compliance monitoring, issue tracking and fraud, waste, and abuse coordination, document management and records retention, and accounting and reporting on contracts of similar size and scope both in Texas and Louisiana. In addition, we are currently serving as a CDBG-DR technical advisor to New York City in the aftermath of Superstorm Sandy.

In this proposal, we describe in detail the various ways that the NJDCA RREM program will benefit from a partnership with Shaw and how the team will deliver “MORE” to the citizens of New Jersey by:

• Mobilizing Rapidly
• Offering Proven CDBG-DR Program Solutions
• Restoring Homes Efficiently and Cost-Effectively
• Executing Successfully
Only by helping NJDCA meet all of its RREM program goals will we consider our program management services a complete success. Shaw has teamed with qualified firms not just to check-the-box of meeting a requirement, but to give NJDCA additional and across-the-board value. During working sessions held in the months before and after the release of this RFQ, we have discussed what would make the program successful and added firms that bring one or more critical capabilities to NJDCA.

Nothing builds confidence like a proven, successful track record. As described in our proposal, Shaw is an award-winning program management and construction management firm with recent experience on some of the country’s highest-profile CDBG-DR projects that allow us to offer proven best management practices and lessons learned. We have unmatched technical expertise in managing large-scale, disaster recovery residential housing projects. We have completed more than 12,000 homes across the United States in addition to 20,000 units assigned under New York City’s Rapid Repair Program in a 100-day period from December 2012 through to February 2013.

In addition, Shaw has strategically teamed with veteran subcontractors experienced in CDBG-DR program implementation for Hurricanes Katrina, Ike, and Rita, and Superstorm Sandy including Lucas Disaster Recovery Consulting, LLC; Worley Catastrophe Response, LLC; and Tutor Perini Corporation. We have also teamed New Jersey-based subcontractors that contribute local knowledge and experience to provide certain critical functions. These firms include Giordano, Halleran & Ciesla, PC; and certified small business enterprises (SBE) By the Sea Services; FWH Associates, P.A.; Kaplan Guant DeSantis Architects, LLC; LCF Engineering Associates; Lippincott Jacobs Consulting Engineers, Inc.; and McCabe Environmental Services, LLC.

As a well-established firm in New Jersey with eight primary office locations and more than 400 employees, Shaw is excited about the opportunity to take on either the Lead RREM or Secondary RREM Contractor role on the RREM program and to work closely with NJDCA in a collaborative effort to better support the program applicants, stakeholders, and the citizens of New Jersey. Our proposal is responsive to NJDCA’s request and describes our approach to the scope of work in detail. We have also provided RFQ required information in the table below.

### RFQ Required Information

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shaw understands the scope of work to be performed under this contract.</td>
<td></td>
</tr>
<tr>
<td>Shaw has the appropriate New Jersey business licenses.</td>
<td></td>
</tr>
<tr>
<td>Shaw has not had a record of substandard work within the past five years.</td>
<td></td>
</tr>
<tr>
<td>Shaw has not been engaged in any unethical practices within the past five years.</td>
<td></td>
</tr>
<tr>
<td>If awarded the contract, Shaw acknowledges responsibility for the contract including payment of any and all charges resulting from the contract.</td>
<td></td>
</tr>
<tr>
<td>Shaw has no known conflicts of interest.</td>
<td></td>
</tr>
</tbody>
</table>

If you have any questions or need additional information, please do not hesitate to contact me at 225.987.7304 or Michael.Dillman@cbi.com. Our proposed Chief Program Executive John Moody, PE is also available and can be reached at 512.206.2079 or John.Moody@cbi.com.

Sincerely,

**Shaw Environmental, Inc.**

Michael Dillman  
President, Environmental & Infrastructure

John Moody, PE  
Chief Program Executive
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Executive Summary

The Shaw team’s depth of CDGB-DR technical experience and resources will help us to deliver a successful NJDCA RREM program. Key staff, who are committed to this program, are senior management and technical experts with many years of direct disaster recovery project and program management experience. They are very familiar with developing, implementing, and executing CDGB-DR funded programs. For NJDCA’s RREM program this means access to critical resources with no learning curves and efficient execution of required services.

Shaw Environmental, Inc. (Shaw), a CB&I company and a well-established New Jersey registered engineering firm, is pleased to present qualifications to assist the New Jersey Department of Community Affairs (NJDCA) with state and federal Community Development Block Grant Disaster Recovery (CDBG-DR) statutory responsibilities related to recovery from Superstorm Sandy. Shaw and our team of subcontractors propose to partner with NJDCA to establish a housing reconstruction, rehabilitation, reimbursement, elevation, and mitigation (RREM) program for an estimated 6,000 eligible New Jersey homeowners who qualify for an award under this program in the nine eligible counties.

For more than 30 years, Shaw has provided pre- and post-storm emergency disaster grant administration services for housing and infrastructure in response to manmade and natural disasters including hurricanes. Shaw has had a key role in the recovery from every hurricane declared federal natural disaster since Hurricanes Wilma and Katrina in 2005. We have managed more than $5 billion in state and federal funds allocated to disasters in the past five years and have completed significant projects in housing and non-housing sectors. We propose a deep bench of personnel experience as evidence of our abilities to manage and coordinate the diverse activities embodied in housing recovery and to produce the specified services and results on time.

Shaw has teamed with New Jersey-based firms that contribute local knowledge and experience. These firms include FWH Associates, P.A.; Giordano, Halleran & Ciesla, P.C.; Kaplan Gaunt DeSantis

Exhibit 1: The Shaw team delivers MORE to NJDCA by combining CDGB-DR experience with local New Jersey-based companies for the RREM program.
Benefits

PROPOSAL # 501233085-00050012 • 21C032013D

Shaw management.

four years of disaster recovery program

program management experience and more than

30 years of U.S. Housing and Urban Development

the RREM Program. Ms. Carroll brings more than

Our Program Manager, Jo Carroll, is committed to

Program

Dedicated

Program Manager

the following benefits to NJDCA:

Program

NJDCA Benefits from Selecting the
Shaw Team

In the following section, we describe in detail the

various ways that the NJDCA RREM program will

benefit from a partnership with Shaw and how the

team will deliver “MORE” to the citizens of New

Jersey. We are able to deliver MORE by combining

the Shaw team’s CDBG-DR experience and New

Jersey-based companies. This combination provides

the following benefits to NJDCA:

Dedicated Program Manager and
Program Team

Our Program Manager, Jo Carroll, is committed to

the RREM Program. Ms. Carroll brings more than

30 years of U.S. Housing and Urban Development

(HUD) and CDBG housing and infrastructure

program management experience and more than

four years of disaster recovery program management.

Exhibit 2. The Shaw team delivers MORE by offering NJDCA
benefits gained from more than 30 years of disaster recovery
experience including emergency preparedness planning,
response, recovery, and mitigation.

<table>
<thead>
<tr>
<th>Features</th>
<th>Benefits to NJDCA</th>
</tr>
</thead>
</table>
| Dedicated Program Manager | • Provides consistency across all program phases  
• Brings more than 30 years in HUD CDBG program management and more than 4 years disaster recovery program management |
| Unmatched CDBG-DR Technical Expertise and Perspective | • Means no learning curve  
• Results in rapid mobilization and start-up  
• Provides for efficient execution of required services  
• Used successfully on the following completed projects:  
  • More than 3,200 CDBG-DR rehabilitation/reconstruction projects on Rita and Ike damaged homes in Texas  
  • More than 6,125 elevation, 504 reconstruction, and 3,490 individual mitigation projects in Louisiana  
  • More than 5,500 damage assessments/ECRs in Texas |
| Direct and Relevant Superstorm Sandy Experience | • In-depth knowledge and understanding of local conditions  
• Provides insight into the Superstorm Sandy Task Force and the New York City Rapid Repairs Program where more than 20,000 homes received urgent repairs in 100 days |
| Established New Jersey-Based Companies with Convenient Office Locations | • Allows us to be responsive to NJDCA RREM program needs  
• Provides access to technical resources from multiple Jersey locations including Trenton, Hampton, Forked River, Lawrenceville, Maywood, Moorestown, Mount Arlington, and New Brunswick |
| Proven and Audited Data Management System | • Customized software to fit NJDCA’s disaster recovery program with ability to interface with designated program systems |
| Long-Term Stakeholder Relationships | • Leverage well-established relationships with key organizations to ensure the overall success of the program |
As Program Manager, Ms. Carroll will be responsible for managing all aspects of the RREM Program. She will be supported by a team of experienced assessors, engineers, project managers, construction managers, Stafford Act specialists, construction inspectors, construction superintendents, subject matter experts, and support personnel.

A key strength is experienced and qualified personnel who have honed their skills in response to multiple natural disasters for both housing and infrastructure programs. Because no other firm has addressed such a wide array of disasters and response efforts, Shaw brings the NJDCA unmatched personnel and perspective. For example, Shaw performed services associated with applicant outreach/case management, environmental clearance, eligibility support, inspections, and construction management for two State of Texas administered CDBG-DR housing programs where 2,549 owner-occupied houses were reconstructed or rehabilitated from Hurricane Rita damages in 22 Texas counties.

The Texas Homeowners Assistance Program and the Sabine Pass Restoration Program were the first CDBG-DR housing construction programs conducted in the U.S. on applicant-owned lots. We also provided similar services to subrecipient Galveston County for 659 residents impacted by Hurricane Ike. Ms. Carroll served as the Deputy Program Manager on the Texas Homeowners Assistance and Sabine Pass Restoration Programs and Program Manager on the Galveston County Housing Program.

**Unmatched CDBG-DR Technical Expertise and Perspective**

NJDCA will have easy and immediate access to CDBG-DR knowledge and experience by selecting the Shaw team. Our knowledge and understanding has been acquired by working on similar large-scale programs with similar requirements. Because many of our proposed team members have worked on other CDBG-DR programs, they are experts on the development, implementation and execution of CDBG-DR policies, procedures, and processes from program start-up and operations through to program close-out.

**Exhibit 3: The Shaw Team’s Relevant HUD Disaster Recovery and Housing CDBG Projects**

<table>
<thead>
<tr>
<th>Grant Amount</th>
<th>Families Served</th>
<th>Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>$210M</td>
<td>2,449</td>
<td>Texas Homeowners Assistance Program</td>
</tr>
<tr>
<td>$12M</td>
<td>100</td>
<td>Sabine Pass Restoration Program</td>
</tr>
<tr>
<td>$99M</td>
<td>659</td>
<td>Galveston County Disaster Housing Assistance Program</td>
</tr>
<tr>
<td>$869M</td>
<td>10,000</td>
<td>Louisiana Small Rental Property Program</td>
</tr>
<tr>
<td>$1.5B</td>
<td>45,000</td>
<td>Louisiana Supplemental Staffing Program</td>
</tr>
<tr>
<td>$8.65+B</td>
<td>150,000</td>
<td>Louisiana Road Home Program</td>
</tr>
<tr>
<td>$18.6M</td>
<td>48</td>
<td>Old South Baton Rouge Revitalization</td>
</tr>
<tr>
<td>$950M</td>
<td>184,170</td>
<td>FEMA Individual Assistance Technical Assistance Contract</td>
</tr>
<tr>
<td>$27M</td>
<td>127,000</td>
<td>Bring New Orleans Back Program</td>
</tr>
<tr>
<td>$600M</td>
<td>20,000+</td>
<td>New York City Rapid Repairs Program</td>
</tr>
</tbody>
</table>

**Direct and Relevant Superstorm Sandy Experience**

The Shaw team also has direct and relevant experience with other recovery programs in the aftermath of Superstorm Sandy. Through these programs, we have gained local and in-depth knowledge and understanding of the Superstorm Sandy Task Force and New York City Rapid Repairs Program. Under the Rapid Repairs Program, more than 20,000 homes received urgent repairs in a 100 day period when New York City contracted Shaw to provide program management support to help manage and control this first of its kind massive effort. Major support areas of the program management office (PMO) include environmental health and safety (EHS), project controls, customer service, communications, standard protocols, construction oversight, utility coordination, quality assurance/quality control (QA/QC), and Federal Emergency Management Agency (FEMA) accounting. Shaw also provided staff augmentation to the PMO in each of these areas to ensure that the
program was delivered consistently and efficiently across all construction contracts.

**Established New Jersey-Based Companies with Convenient Office Locations**

The Shaw team will be more responsive to NJDCA RREM program needs because we are established New Jersey-based companies with strong roots in the local community. Shaw has had an established presence in New Jersey since 1994. We currently have more than 390 employees strategically located in eight primary offices. We will establish the PMO for the RREM program in our Trenton office which is just 20 minutes from NJDCA. As NJDCA knows, firms with local and in-depth knowledge and experience will be important to the overall success of the program.

**Exhibit 4:** The Shaw team’s proven technical approach to the RREM Program will enhance performance and reduce potential risks.
**Proven and Audited Data Management System**

The Shaw team offers NJDCA a proven data management software package which has been used on Texas and Louisiana programs. The WorlTrac® data management software package has been proven in numerous disaster recovery scenarios. It has been used successfully in three Texas disaster housing programs, and has been the data management system of record for the completion of more than 3,200 house construction projects to date. For the Louisiana Road Home Program, more than 180,000 applicant files were retained and filed in WorlTrac®. For inspections and other field work, WorlTrac® has an application syncing program that allows data collected in the field to be sent over the internet and stored in a central registry. Another important feature beneficial to multiple stakeholder programs such as CDBG-DR is the XML interface that allows third-party software to transfer data.

**Exhibit 5: Timeline of Disaster Response.** The Shaw Team brings proven experience with large and complex projects for declared natural disasters. Most disasters of this magnitude are broad in scope with significant impacts to people and the environment. No other firm has addressed such a wide array of disasters and response efforts. Below is a sampling of Shaw’s work in disaster recovery.
Long-Term Stakeholder Relationships
As a national company with a strong local presence and strategically located offices, our approach places a high value on teamwork. We demonstrate our concern for the communities in which we live and work by establishing long-term relationships with clients and stakeholders, entering into creative teaming arrangements, and providing opportunities for small and local firms.

In New Jersey, all of the Shaw team’s work includes interaction and coordination with local companies, and local, state, and regional federal agencies including the EPA, HUD, and FEMA. This interaction allows us to develop very open and effective relationships. We also have long-term relationships with federal agencies from working in other programs. This Shaw team will leverage these relationships and work together with NJDCA, SSHIP, RREM contractors, applicants, and other stakeholders to communicate program goals and successfully deliver the RREM program.
SECTION 1:
Management Overview
Section 1 – Management Overview

The Shaw team’s resources, technical experience and management approach in disaster recovery housing programs translates to rapid program deployment and successful execution of the six technical steps of disaster recovery housing success. Our approach provides the DCA with the right people with the right skills, and the right tools, at exactly the right time.

The Shaw approach to disaster recovery housing, which we have employed in the rehabilitation or reconstruction of more than 11,500 units since 2010, will be tailored to the New Jersey Action Plan, the Federal Register Notice dated March 5, 2013 for detailed requirements specific to Hurricane Sandy recovery, the unique needs of New Jersey homeowners, practices of local homebuilders, local architectural design, state and local regulations, and respect for additional hazards that makes the affected housing and neighborhoods vulnerable to further deterioration (such as severe winter weather conditions).

There are six technical steps to achieve a successful disaster housing construction program: Start-up, Homebuilder Selection/Management, Property Eligibility Determination, Applicant Review/Processing, Construction Management, and Quality and Compliance Management. Underpinning each of these steps are on-going program functions to support each portion of the Disaster Recovery work flow (eg, environmental, QA, compliance, accounting and reporting). Shaw’s six step housing recovery program is outlined in the following narrative, along with a discussion of the functions that support successful execution and completion.

**Step 1 - Start-Up**

The Shaw team is unmatched in its demonstrated ability and available resources to rapidly deploy a robust program management function and execute to success. We’ve accomplished this for such high profile construction projects as three Hurricanes Rita and Ike disaster recovery housing programs in Texas, multiple Hurricane Katrina, Rita, Gustav and Ike projects in Louisiana, New York City’s FEMA-funded Hurricane Sandy Rapid Repairs Program, BP/Deepwater Horizon Oil Spill Barrier Berm projects and the New Orleans Inner Harbor Navigation Canal Surge Barrier.  

**Exhibit 1-1: Six Steps for Disaster Housing Construction Program**

<table>
<thead>
<tr>
<th>Technical Step</th>
<th>Related Task(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Start-Up</td>
<td>Task 1: Start Up</td>
</tr>
</tbody>
</table>
| 2 - Homebuilder Selection/Management | Task 2: Prequalification of Homebuilders  
Task 4: Construction Management |
| 3 - Property Eligibility Determination | Task 3: Application Review and Processing  
Task 6: Appeals |
| 4 - Applicant Review/Processing | Task 3: Application Review and Processing  
Task 6: Appeals |
| 5 - Construction Management | Task 4: Construction Management |
| 6 - Quality and Compliance Management | Task 5: Quality Assurance/Quality Monitoring  
Task 7: Compliance and Monitoring  
Task 8: Issue Tracking and Fraud, Waste and Abuse Coordination  
Task 9: Document Management and Records Retention  
Task 10: Accounting and Reporting |

With 8 offices located in New Jersey and 350+ employees, the Shaw team boasts of a capability to quickly mobilize and dedicate experienced disaster housing staff to the 9 county disaster region in New Jersey. The team will be based out of Shaw’s existing Trenton, NJ offices initially and will establish project sites as needed across the affected area in order to both accommodate the needs of the State of New Jersey staff and the homeowners and homebuilders.
in the region. Shaw’s Start-up Team is described in detail in Tab 2.

**Planning Documents/Policies and Procedures**

An operational plan, policies, procedures, and cash flow projections will be developed in coordination with the State, the SSHIP Contractor, and the Secondary RREM Contractors. The operational plan will include detailed descriptions of processes, procedures, and personnel utilized to execute all aspects of the NJ RREM Program, as well as project schedules. The schedules will address identified project tasks, milestones, critical path items, actual work completed, remaining work, task durations, and projected completion dates. A sample project schedule is provided in Tab 3.

The team will formally engage with construction regulatory agencies/jurisdictions to ensure efficient workflow in various affected communities. This will include meeting with municipal building, engineering, zoning, and permitting departments; utility providers; and local and state elected officials.

Working closely with NJDCA, SHIPP, Secondary RREM Contractors, the State’s selected environmental compliance provider, and other stakeholders, Shaw will develop detailed program policies and procedures addressing the NJ Action Plan and HUD CDBG-DR program requirements. The policies will explain how and by whom the Program components will be accomplished in compliance with federal, state, and local requirements.

Cash flow projections will be prepared based on program schedules and anticipated construction workflow and completions. These projections will be updated monthly throughout the project.

Shaw will complete all start-up operations, staffing, subcontractor engagements, and logistics to ensure that the RREM Contractor responsibilities are operational within 30 days of contract execution. Shaw will coordinate with Secondary RREM Contractors to develop the Homebuilder Outreach Plan and the prequalification process.

Shaw will prepare the Qualified Homebuilder Participant Agreement and the RREM Construction Contract in accordance with CDBG, NJDCA, and State of NJ construction/real estate/legal contracting requirements.

Best Practices and Lessons Learned from prior disaster recovery efforts will be utilized to craft comprehensive contract documents to effectively ensure homebuilder compliance with all program objectives, including competitive pricing, schedules, construction quality, project budgets, warranties, draw requests, construction standards, health and safety standards, and customer service expectations.

Shaw will prepare and implement a HUD Section 3 compliance plan for its RREM contract responsibilities. Additionally, as a part of the prequalification process, homebuilders will be
required to provide a Section 3 Plan to ensure that HUD employment goals are met. Section 3 compliance goals will be monitored monthly and reported to NJDCA and HUD as required. Shaw will provide a CDBG Section 3 expert to provide training to subcontractors, as well as the Program’s selected homebuilders.

Detailed on-site inspection protocols and checklists, and standardized unit pricing tailored for construction within the Sandy impacted areas will be provided to determine the Estimated Cost of Repair (ECR). This process results in the rehabilitation vs. reconstruction determination, as well as identifying the need to elevate existing structures with damage levels between 51% and 75% of assessed values. The Qualified Homebuilder Participant Agreement and the RREM Construction Contracts (and subsequent construction monitoring process) will ensure compliance with the applicable construction standards, including 2009 IRC, Energy Star, HUD’s CPD Green Building Retrofit Checklist, and other local, state, federal, and program standards.

As stated previously, an Operational Plan will be established and will include project specific timelines and milestones for all program components. The Plan will provide the sequence for project implementation designed for expeditious completion. The Plan may be adjusted as needed during the program lifecycle to accommodate modifications to planned program events.

Management Information System (MIS) – Shaw will coordinate with the NJDCA, SSHIP, and the Secondary RREM Contractors to receive and exchange applicant specific information. Shaw is proposing the use of Worltrac®, a client-based applicant, construction, and cost estimating workflow engine system, to provide a project-focused, comprehensive management information solution. Worltrac® has provided a paperless, fully auditable document management system for tens of thousands of homeowners assisted in the Louisiana and Texas Disaster Recovery Programs.

Worltrac® implements several interfaces for third party systems integration (such as NJDCA, SSHIP, and Secondary RREM Contractors). The XML interface allows direct Remote Procedure Calls from third party systems. This interface allows real-time data synchronization, event notification, and data transfer with other systems.

Worltrac® will be used by Shaw for application review, Duplication of Benefits calculations and verifications, verification of work performed for the Reimbursement Program, cost estimating, development of the ECRs, environmental issue tracking, grant determination, homebuilder assignments/bidding process, and construction oversight to include initial, progress, and final inspections, as well as processing draws for homebuilder payments. Worltrac® provides comprehensive case management, fraud prevention and detection systems, and a full audit trail of all project activities.

Other key features of Worltrac® include:
- Tracking of all key aspects of an application, such as tax values, repair costs, photographs, key documents, and user comments
- Calculations of grant determinations that can be exported to other accounting systems
- Tracking of “application states” (i.e., New, Pending Eligibility, Applicant Accepted, Inspection Scheduled, Inspection Complete, Grant Determination, Disbursal, File Closed, Hold, and Erroneous)
- Controlled access for key stakeholders, including program staff, state management, SSHIP Contractor, all RREM Contractors, and pre-qualified homebuilders
- Easy document storage and organization
- Identification of laborious or trivial tasks that can be automated and scheduled
- Logs and history tables for every change to system data
- Flexible, thorough, and accurate reporting capable of providing canned or fully customizable searchable data fields or reports
- Comprehensive communication logging facility, where users enter notes into a free entry text area, providing time-stamped logs immediately viewable
to anyone who has access to the system, thereby providing a paper trail and clear timeline of the application’s progress

- Secure controlled entry, with every login, data change, or workflow action documented with the date, time, IP address, and username

- Project completion schedules for project milestones, including cash flow projections for each program type

Exhibit 1-2: Shaw Management Information System – Tailored for NJDCA RREM Program

In coordination with NJDCA and the SSHIP Contractor, Shaw will develop a Reimbursement Plan for processing applicants requesting reimbursement for repairs completed with personal funds prior to applying for the RREM Program assistance. Considerations for this plan may include the requirement that all repairs meet minimum health and safety standards and/or local/state building codes. The plan will include a policy statement, along with required supporting documents, inspection verification requirements, approval processes, and homeowner payment procedures.

Shaw anticipates that the Start-up activities included in Tab 1 will be completed within 30 days of contract execution. Pricing for this component is included on Exhibit 4 Cost Quote, Section 3.1.1.

Step 2 - Homebuilder Selection/Management

The Shaw team has developed robust homebuilder qualifications and assessment tools for monitoring homebuilder capacity, capabilities, progress, and quality. These tools are easily customized and therefore have been applied in various forms throughout the Gulf Coast and in construction.
management of ten construction contractors during the New York City Rapid Repairs program.

The Shaw team will complete the development of the homebuilding bid documents to be utilized in the Invitation for Bids for homebuilders. The set-up and release of the bid documents will be prepared for NJDCA approval.

**Homebuilder Qualifications**

The following is a partial list of suggested requirements for homebuilders to participate in the NJ RREM and will be part of the Qualified Homebuilder Participant Agreement. Any interested homebuilder who is found to not qualify will have access to the Homebuilders Appeal process.

- The homebuilder must not be a debarred, suspended, or be an ineligible contractor according to HUD’s “Consolidated List of Debarred, Suspended and Ineligible Contractors” and the U.S. General Services Administration’s “Consolidated List of Debarred and Suspended Contractors”.
- The homebuilder must carry general liability and property damage insurance for construction work done. This insurance must be applicable to construction work in relation to the NJ RREM program and must be in effect during the contracted period. Evidence of such insurance must be presented prior to the execution of the contract. Homebuilders must provide verification of past workmanship by submitting two letters of recommendation from other housing rehabilitation or reconstruction projects.
- License and permits as required by state, county and federal agencies.
- Homebuilder must present documentation of Lead-Based Paint Renovation & Remodeling Training (HUD approved).
- Homebuilders must provide proof of performance and/or payment bonds (if determined necessary).
- Homebuilders must allow the Lead RREM team to review financial information of the company such as:
  - Financial Statements
  - Cash Analysis of the company confirming they have the resources to complete the project if awarded a bid
- Homebuilder must have the capacity to comply with Davis-Bacon wage regulations if applicable.
- Homebuilders must warrant all construction work as required by code. The length of the warranty depends on the type of the work and it shall be provided to the homeowner at the completion of the activity. (The State may consider requiring homebuilders to provide such warranty through 3rd party warranty insurance providers in order to further reduce homeowner exposures.)
- Homebuilders must acknowledge that they are liable for protecting and insuring the home during the time the home is assigned to them.
- Homebuilders must sign a Qualified Homebuilder Participant Agreement with the RREM and sign the Code of Customer Service and Ethics.
- Homebuilder must agree to be rated based on a Homebuilder Satisfaction Weekly Report which gauges the performance of the construction program from both the applicant’s view and the NJ RREM Construction Manager’s view. Example below illustrates this report. In addition, we utilize a contractor scorecard that Shaw construction managers complete, to determine which homebuilders are eligible to bid on house packages each bid period. It compiles scores on timeliness, quality, capacity, and responsiveness, to name a few.
Recruiting and Utilizing Local Labor Force

With the goal to maximize deployment of local labor, Shaw has designed and implemented in other disaster recovery programs mechanisms that provide a pool of pre-screened, qualified labor force to offer high-quality construction services to participating homebuilders. Studies of local labor workforce usage on other disaster recovery programs indicated that more than 95% of the subcontractor construction labor were local firms, in addition to a similar impact on local suppliers, architects, engineering firms, surveyors, and construction superintendents.

The Shaw team will pre-screen potential homebuilders to expedite the processes required pursuant to HUD and the NJDCA procurement and construction standards. The proposed services for the NJ RREM project are based on the Shaw team’s experience on similar projects. Shaw recognizes the need to actively encourage the inclusion of local small business subcontractor firms and homebuilders in the NJ RREM program. During the development of the Homebuilder Outreach Plan, special consideration will be given for procedures and protocols that will assist local homebuilders and small businesses to meet the program requirements. Shaw will provide NJDCA with options regarding the requirements for payment and performance bonds that might be cost prohibitive for small and local homebuilders.

Establishing Homebuilder Pool and Option to Develop a Construction Trades Registry (CTR)

The Shaw team will establish an approved homebuilder pool that meets the fair and reasonable criteria as established by the project team and approved by the NJDCA. The pool of pre-qualified homebuilders will be available to receive bidding assignments.

In order to develop a prospective homebuilder pool, the team would utilize local newspapers, radio stations, homebuilder associations, and obtain a list of contractors who may have already expressed interest in disaster recovery housing projects. The team will also compare and pull from our existing list of nation-wide contractors familiar with disaster recovery housing and floodplain development that may also qualify for the NJ RREM Program.

A Construction Trades Registry (CTR) can be developed for the NJ RREM program. If NJDCA chooses the option, the CTR would be built as a website for construction trades, subcontractors, interested service providers, construction managers and program staff to access. The CTR would include contact information, information on the type of work they perform, and their preferred county to work. The CTR could be linked to local and state contractor associated websites such as permitting offices, licensing boards, etc. Submitted applications would be reviewed for inclusion on the CTR and if approved, access would be granted to the website for the service provider.

Develop Homebuilder Draw Process

Shaw will call upon our past disaster recovery processes to develop homebuilder draw protocols that meet the accounting requirements of the DCA,
generally accepted accounting procedures, and of HUD. We typically utilize a checklist process where specific draw items are listed for the contractor to assemble. These are vetted through the DCA accounting department for concurrence and are submitted with the contractor’s request for payment. Other documentation required for draw requests include inspection report backup, photographs (if needed), any QA inspection reports, local permits, and subcontractor release of lien documents.

Exhibit 1-4: RREM Homebuilder Payment Process

Monitoring Homebuilder Performance
In past disaster recovery housing programs, some homebuilders have abandoned a project or have not finished projects in a timely manner. The Shaw team has found that implementing homebuilder payment schedules and incentives to align with construction schedule milestones help encourage and hold homebuilders to commitments to complete quality work on schedule or ahead of schedule. Schedules include milestones when certain items are allowable to be invoiced and payments made to the homebuilders. Incentives include using the Homebuilder Scorecard Report to rate homebuilder capacity and performance and determine if homebuilders will be eligible to be assigned additional homes to bid.

The team will work with NJ DCA to further define performance-based criteria that will determine a homebuilder’s continued participation in the program. Examples of criteria would include:

- Number of passed/failed inspections
- Adherence to construction schedules
- Quality of work performed
- Demonstrated safety performance
- Homeowner satisfaction

- Financial/bonding capacity related to the number of jobs in progress
- Compliance with any required provision of Davis-Bacon and related Acts for contracting and wage determinations
- Section 3 Plan and accomplishments
- Recordkeeping/documentation compliance
- Other defined performance criteria

Homebuilder Appeals
Shaw will provide a comprehensive RFQ process to gather pertinent and relevant information regarding a homebuilder’s financial and construction capacity, residential construction experience, ratio of construction superintendents to homeowners, years of experience for key management, customer service, quality of construction, etc. This information will be vetted by an advisory panel (with members from varying disciplines) established in coordination with NJDCA using an objective rating/ranking system. The panel may also choose to conduct oral interviews. Only homebuilders meeting minimum standards will be invited to join the RREM Program’s pre-qualified homebuilder pool. Shaw fully understands the importance of having a fair and equitable system for the selection of Program homebuilders.
NJDCA has indicated that homebuilders may appeal being denied qualification as a NJ RREM homebuilder. Shaw will coordinate with NJDCA to establish specific criteria for consideration of a denied homebuilder’s request for appeal.

**Develop Unit Pricing**

Unit pricing development is an important component of homebuilder management in standardizing pricing to meet established program quality standards. Once program construction standards are set for the RREM, standardized cost estimating software using established construction industry pricing data are used to establish reasonable and customary pricing for base house models and typical construction items. These are used and reviewed throughout the program lifecycle and may be adjusted as needed to reflect specific regional influences. This approach has been applied with the New York City Hurricane Sandy Rapid Repairs Program and the Hurricanes Rita and Ike programs managed by Shaw.

**Develop House Design Plans**

Program standard house plans will be developed to reflect local NJ architectural features or regional influences. These plans will be bid upon during each bid event and will accommodate the full range of applicant need and qualification. The plans will meet windstorm requirements, historical regulations, and will conform to the neighborhood standards of the impacted area.

Shaw will encourage NJDCA to develop program standard home model plans, as well as plans developed to allow the participation of homeowners who have “gaps” due to Duplication of Benefits. These “gap” house designs provide a “lesser award” for households who may not be able to financially meet their obligations under the Stafford Act. For example, a household with a gap difference of $20,000 would be awarded a home with a $20,000 lesser value than the program standard home. This can easily be accomplished with construction of smaller homes or providing fewer bedrooms.

**Step 3 - Property Eligibility Determination**

Once application information is entered into the system, the homeowner will be contacted to set up a home inspection appointment. The assigned inspector will remotely collect as much data about the property prior to conducting a site visit. Standard operating guidelines (SOG) which will be refined and tailored specific to anticipated NJ site conditions. The site visit will include initial inspection of the property to verify Superstorm Sandy damage, to determine unmet need, verify completion of DOB repairs, determine cost of any repairs requested for reimbursement, and confirm constructability at the site. This initial inspection will result in site photographs, completed checklists, and documents to assess visible signs of mold, structural or termite damage or signs of environmental contamination. The determinations for verifying storm damage and the ECR will be based upon the ECM SOG to avoid variations between estimations made by the different inspectors. Once the inspection is completed, all reports will be reviewed by a Shaw construction superintendent to confirm the damage and estimated cost of repair.

Shaw staff developed and performed precedent-setting environmental work protocols with Hurricane Rita funds in Texas. These experiences will facilitate coordination of the environmental due diligence process to be carried out by the NJ DEP. For example we fully understand environmental mitigation best practices and can work with DEP to ensure these are applied in those cases where they are found to be necessary. In addition, we understand the requirements of historic preservation agencies and local historical districts – this knowledge will also facilitate our execution of these types of projects.

**SOW/ECR**

The Shaw team fully understands both the need for standardized Scope of Work (SOW) and Estimate Cost of Repair (ECR) and the challenges with applying such standard SOWs and ECRs during large disaster recovery housing programs across a wide geographic area. SOW and ECR templates will
be developed based on past experience of CDBG-DR and FEMA HMGP housing projects. The SOW will include standard detailed items for the category of work to be performed (reconstruction, rehabilitation, elevation and/or mitigation). Pictures will be a part of the scope of work and any other information which could assist with supporting the determination of need for the items included in the scope of work. The ECR can be built to automatically calculate based on the unit price for the quantities in the SOW line items. This has proven successful in quickly revising ECR for items which may be determined as ineligible, excessive, or no longer needed.

These templates will be available electronically on the program website portal and hardcopies will be used as quick reference guides for program staff. Each template will have a version number and date on it and will be distributed to appropriate program staff and made available on the centralized program website portal with other program guidelines, policies, and forms.

**Step 4 - Application Review/Processing**

The establishment of Applicant Services (Review and Processing) will begin immediately via detailed planning sessions with key members of the Shaw team, New Jersey designated program representatives, the SSHIP contractor, and other identified stakeholders. The sessions will result in detailed coordinated operational plans and policies, Scope of Work (SOW) and Estimate Cost of Repair (ECR) standards, Duplication of Benefits (DOB) charts, etc.

As part of the planning stage for the program, staff will outline applicant processing strategies and provide training on program policies, guidelines, and strategies. The Shaw team understands the necessity of establishing a positive working relationship with each applicant that is geared to their individualized housing needs. The Shaw team’s Applicant Services consists of four key components:

- Applicant Database
- Award Determination

**Applicant Database**

Upon receiving application information from the SSHIP, data will be entered into the WorlTrac® system. WorlTrac® will allow for input of all associated applicant review and processing data to include eligibility, results of environmental, lead, and asbestos review, category of work, SOW, ECR, award determination, photographs, and payments made to the homebuilder and homeowner.

**Award Determination**

The assigned Award Determination Team (ADT) will review the homeowner’s file in WorlTrac® for funds subject to the Stafford Act Duplication of Benefits review, Allowable Activity worksheets, the SOW, and the ECR. In past disaster recovery housing projects, the Shaw team has coordinated with local, state and federal agencies to receive data used in determining Duplication of Benefits (DOB). In the RREM, the SSHIP will be responsible for gathering these data and Shaw will work closely with the SSHIP contractor to coordinate the award determination process. The team will leverage our experience with the SSHIP processes to reach defensible decisions. In this manner, homeowners in the NJ RREM program will remain compliant with the Stafford Act and decrease the likelihood of having to enter into recapture of funds overpaid after closing.

The DOB specialist will review the file and determine the award amount for the homeowner. Shaw team members have calculated award benefits for over 30,000 homeowners throughout hurricane impacted areas in the gulf coast. The Shaw team will calculate grant amounts in compliance with HUD and CDBG requirements and NJ RREM program policies. The award calculation will be prepared within the WorlTrac® system and individually reviewed and approved by a team lead prior to finalization of the award amount. Final award determination will be based on the total project costs for the activity taking into account any duplication of
benefit implications in accordance with the Stafford Act. Depending on the NJ RREM policies, costs to be considered in making a benefit determination could include:

- All cost relating to the construction of the activity
- Third-party project costs relating to loan closing, and/or grant execution, including but not limited to appraisals, closing agent fees, title reports, insurance, tax certificates, and recording fees;
- Costs to meet federal regulation requirements, including but not limited to lead based paint, asbestos mitigation, flood mitigation, environmental clearance, and accessibility; and/or,
- Local municipal and/or county code compliance requirements.

As typical in disaster recovery projects, program guidelines, eligible costs, award calculations, etc. are revised during program execution as a result of federal waivers, state policies, or changes in legislation that are implemented in response to program needs. The team anticipates the likelihood of this occurrence and therefore will develop and maintain desk references for program staff. The desk reference will be used by the ADT during award determination to make sure that the most current policies are used in calculating the homeowner’s award. ADT leads will ensure that Desk References are updated and staff is trained on the information. An electronic version of the Desk Reference will also be available on the program website portal. Once the final award amount is determined, WorlTrac® will be updated and the SSHIP contractor will be notified.

**Homeowner Appeals**

We have found that by allowing the applicant a generous but defined time frame to appeal and incorporating some minimal monetary thresholds to submit an appeal, the NJ RREM team will provide their homeowners with an equitable process and prevent appeals from impeding the eventual closure of the program. There are three levels in the appeals process for homeowners and a separate process for homebuilders (See Step 2 for Homebuilder Appeals). The homeowner appeals process is designed to serve the homeowner by providing the most efficient resolution of issues. Homeowners may appeal many issues including but not limited to:

- Award amount
- Denial or deferral of award/payment
- Unresponsive to requests for documentation

**Level 1 – Review Determination:** Homeowners are encouraged to contact their ADT to resolve issues over the phone. Many issues can be successfully resolved through discussion with knowledgeable construction managers. The NJ RREM appeals team provides expert advice and assistance to construction managers attempting to resolve homeowner issues.

**Level 2 – Formal Appeal:** Homeowners who are unable to resolve their issue with the construction manager may file a formal written appeal. Formal appeals are processed by the NJ RREM appeals team. Appeals are usually only considered after the disaster recovery housing programs make a determination related to the appeal issue; otherwise the appeal is considered premature and is dismissed.

**Award Notification**

The SSHIP will be notified of the Award Determination and a meeting will be scheduled with the homeowner to finalize the Scope of Work (SOW) based on the Award Determination. This meeting will allow for the homeowner to review their housing options, make selections regarding their floor plans, exterior elevations, colors and materials selections, and other special housing needs, such as accessibility, elevation, and other circumstances unique to their situation.
Exhibit 1-5: RREM Program Appeals Process Sample

**Level 1**

Applicant disputes RREM program determination or policy, typically with SSHIP or construction manager.

- Issue resolved by SSHIP or CM
- YES
- SSHIP or construction manager updates necessary systems and makes note of issue

**Level 2 (RREM Formal Appeal)**

- Applicant makes formal written appeal to RREM
- NO

- RREM appeals department researches appeal and makes determination
- Appeal Approved
- YES
- RREM appeals department makes necessary changes to application and notifies affected departments

**Level 3 (State Appeal)**

- Applicant Files Appeal with State
- NO

- State Approves Appeal
- YES
- RREM appeals department records determination and updates necessary departments
- NO

The appeals team will strive to provide a determination within 60 days of receipt of appeal.

The appeals team and appeals analysts act independently of other departments including benefits determination, verification, etc. The analyst makes determinations based on NJ RREM program policy and prepares a determination report communicating the appeal decision to the homeowner and other appropriate program stakeholders. Appeals analysts research each appeal issue by accessing Worltrace® and scanned documents, and apply program policy to make determinations.

Determinations result in approval, denial, or dismissal of the appeal. As a part of internal quality review process Shaw uses objective measures, such as checklist and peer reviews, to ensure that determinations are timely and in accordance with current program policy. All homeowners are mailed a copy of the determination letter. In the determination report, homeowners are informed of their right to file a state appeal.

After the determination is made, updates are made to the appeals tracking spreadsheet, and appropriate systems, and other appropriate program stakeholders are notified of the determination.

**Level 3 – State Appeal:** Applicants who are not satisfied with a NJ RREM appeal determination may, as a last resort, file a state appeal. The NJ RREM appeals team assists the NJDCA designated state agency in this process by tracking status and aging of state appeals, providing a summary and recommendation report to the agency and implementing the state appeal determination. Determinations are implemented by communicating the determination to other departments and ensuring necessary action is taken regarding the determination.

In the appeals team, multiple services related to the appeals process are provided. Along with reviewing appeal requests and making determinations, the appeals department is tasked with ensuring implementation of appeal determinations, especially
when the determination is an approval. Many approvals only require minor changes to the homeowner’s file. In some cases however, homeowners will need to complete a new application. The Shaw team has developed and used an approval checklist to verify all necessary actions are completed when an appeal is approved. Processing and creating the new application is the responsibility of the appeals team since these appeals analysts have the knowledge and expertise required to navigate the complex application process and can coordinate directly with the SSHIP contractor.

Appeals

Our team has managed appeals process for disaster recovery housing programs in Louisiana and Texas. Our experience has shown that an effective appeals process requires close coordination between the team. An effective and equitable appeals process will strike a balance between broad latitude to appeal by the homeowner and fair procedures to ensure an orderly progression of the program.

Step 5 - Construction Management

Construction Management is one of the most critical elements of disaster recovery efforts because the end customer is the homeowner and the resultant structure is a reflection of the program’s success. While experience in large-scale project management facilitates compliance with federal regulations, it is equally important to provide effective construction management and progress inspections on a house-by-house basis to achieve compliance with local and state requirements. The Shaw team has consistently provided quality construction management services to disaster housing projects, including public bidding phase services to assemble a pre-qualified contractor pool with carefully reviewed competitive pricing, standardized home damage assessments, clear work write-ups, detailed construction progress inspections, and hazard mitigation (i.e., lead paint and asbestos) where required. The team is experienced in meeting local, state, and federal housing and building codes for disaster housing construction projects conducted across large geographic regions with varying code requirements. If selected for the Lead RREM, the Shaw team will work with the NJ RREM team to develop a final scope of work for construction oversight with a focus on client support and cost savings.

Staff will be trained to conduct the SOW and finalized award determination to the homeowner. At this meeting, homeowners have the opportunity and are encouraged to ask questions regarding their housing needs, special accessibility, review any self-performed work, and schedule for construction completion.

Bidding SOW

Shaw will prepare site-specific bid packages including detailed SOWs, bid form, and construction specifications. Shaw will use an electronic bidding process through Worltrac®. The assigned homebuilders will be required to complete the bid forms, submit supporting documents as requested, and respond within specified bid periods. All responses will be reviewed for completeness and ranked to determine bid award. Bid prices will be reviewed for reasonableness utilizing the Program’s pre-established unit pricing and in accordance with Program policies.

The Shaw team will work with NJDCA to make sure that the bidding and assignment process are consistent with NJDCA guidelines and meets NJ RREM program needs. In lieu of a bidding process, Shaw strongly encourages the NJDCA to consider the alternate procurement method (described in Attachment 1 on page 26). This method consists of a homebuilder procurement process developed by Shaw and used successfully in past disaster recovery housing programs.

Kick-Off Meeting

Once the bid award is completed, the construction management team will notify the homebuilder and assign them to the homeowner and schedule a Kick-Off Meeting with the homeowner and homebuilder.
The Shaw team has conducted thousands of similar meetings between disaster affected homeowners and recovery homebuilders. Shaw appreciates that at this first meeting it is important that everyone understands the program policies, has the same expectations of the process for the homeowner’s individual project, and establishes a confident working relationship. If necessary, the homeowner’s move out date is established.

**Inspections**

Construction oversight also includes the management functions of the inspection processes, scheduling, and documenting, including the development of inspection checklists and protocols specific to the NJ RREM program. Supervision is accomplished through the construction management system established in past disaster recovery housing projects. Each project is tracked through the initial inspection phase through the completion of construction.

Shaw inspectors are well trained and familiar with state required building codes and HUD’s Housing Quality Standards (HQS). Shaw construction managers will meet routinely with local jurisdictions in all phases of disaster housing construction, including assembling homebuilder meetings to ensure that local code requirements are understood and consistently met. The inspectors and construction managers have extensive residential construction experience, including wind resistant construction practices and products. It is important to note that inspections conducted as part of the construction oversight process by the Shaw team in past disaster housing programs are much more detailed and comprehensive than HUD’s HQS inspection standards, and require well-trained inspectors familiar with actual construction standards and methodologies. A primary purpose of the progress inspections is to ensure that the Program’s quality standards are met, and homes are being built in accordance with the scope of work.

Inspectors schedule inspections at key stages, including when work such as wiring and plumbing are complete and still exposed prior to the wall, ceiling or flooring being replaced or when work has been performed by a specialty subcontractor (including lead-based paint or asbestos abatement) who will be present for only a short time. Inspectors will confirm that all required building permits have been attained for all construction work and code inspections have determined the work is code compliant. Inspections are only scheduled after the completion of state-required code inspections and homebuilders must provide evidence of the municipal or 3rd party approval of those inspections before an approval of the Shaw team inspection can be obtained. Inspection forms are suggested to be signed by the homeowner, homebuilder and Shaw inspector as acknowledgement that the work was completed and meets approval of both the homeowner and the Shaw inspector.

Inspections include performance of progress and final inspections conducted at pre-determined intervals. Progress inspections are completed at key construction milestones and aligned with requests to process progress payments. As already mentioned, all code compliant work would be inspected by municipal or 3rd party inspectors, and the applicable permits will be required to be submitted as proof of permit compliance.

Final inspections are scheduled through notification from the homebuilder that work is nearing completion. A specific date is provided from the homebuilder with the expectation that the home is “move-in” ready. Finished carpentry, painting, caulking, backfilling, electrical fixtures, all rehab activities, and clean up are closely checked for completion. The inspector ensures that the homeowner has received all warranties and instruction booklets for installed equipment. The homeowner, homebuilder, and inspector sign the final inspection form as acknowledgement that the work was completed and meets approval of both the homeowner and the Shaw inspector. Any disagreements on work completion are resolved by the Shaw Construction Management and Inspection team through a facilitated dispute resolution process. The Shaw team will make sure to best represent the
interests of the NJ RREM program during this process in an amiable manner so that both the homebuilder and homeowner are agreeable to the solution.

**Step 6 - Quality and Compliance Management**

By necessity, disaster recovery housing programs generate extensive amounts of paperwork and other documentation. The Shaw team has helped other state and local level government agencies achieve and sustain a high level of performance on their disaster housing programs through adherence to high quality standards. The team’s approach to quality on NJ RREM is to improve on process efficiencies implemented in past programs. The Shaw team’s Quality Control (QC) function will monitor and verify the effectiveness and quality of operations and programs. This process is outlined in our Workflow diagram presented in this document and includes QC check points. The QC approach is based on the following:

- Ensures that work is performed correctly the first time.
- Prevents problems or errors rather than reacting to them.
- Achieves success through qualified individuals performing all work functions.
- Provides proper training of personnel and ensures that all personnel remain current on the knowledge and skills needed for their position.
- Controls adequate planning, coordination, supervision, and technical direction; proper definition and a clear understanding of job requirements and procedures; and the use of appropriately skilled personnel.
- Verifies checking, reviewing, and monitoring of work activities, with documentation by experienced, qualified individuals who are not directly responsible for performing the work.
- Develops and manages Information Tracking system to allow for better issue/resolution tracking.
- Ensures accountability across all functions at manager and staff levels.
- Documents the DOB process and consolidates current guides, desk-references, and procedure documents where possible and conducts training on materials.
- Develops a final phase physical file audit process in preparation for file archival, closeout, and external audits.

**Cornerstones of Quality**

**Exhibit 1-6: The Shaw Team’s Cornerstones of Quality**

- Well-qualified disaster recovery housing-experienced QA/QC team members: Members are highly skilled in operations management, reporting, accounting, and developing QA/QC plans and procedures.
- Documented processes: These are vital to overall quality and define the specific requirements of all QA/QC checklists. The QA/QC team provides regular feedback through inquiries, requests for clarification, and proposed solutions, when necessary.
- Program Management Oversight (PMO): The relationship with the PMO is critical to the program to provide product/performance status and transparency and ongoing message and culture of quality to the entire program team. The Shaw team can ensure this relationship is
established and continues throughout the NJ RREM program.

- **Independence and well-designed tests:** The Shaw QA/QC team does not alter or correct any data in the system of record. The function is purely a review and report function using multiple tests. Each test is maintained throughout the NJ RREM program as new policies are approved and once resulting procedures are implemented. The resulting QA/QC test content and design are the primary tools used to measure program conformance.

The strength of the Shaw team’s quality management program is based on our well-qualified staff, documented processes, corporate/PMO oversight, and independent reporting and well-designed tests.

**Proposed Execution Approach**

Three essential quality discipline activities: plan, control, and improve are the foundational principles of the development and maintenance of a sound quality program.

**Planning**

At the planning stage, using developed metrics, detailed trend analysis and a formal Quality Management System (QMS), the Shaw team will develop a new Quality Closeout Plan. The plan will map out the QA/QC process through the close of the program. We will work with the PMO and NJDCA to design and define any additional program needs and to establish a routine report plan before finalizing the details of the plan. This plan will be developed as a subsection of a Program Management Plan (PMP) shortly after the Program start-up phase.

Once the Quality Closeout Plan is finalized and approved, the Shaw team will begin working with each of the functional areas. Each of the mission-critical functional tasks will be outlined in the Quality Closeout Plan including; their respective objectives and risk areas and additional emphasis, and as applicable, will target known process deficiencies.

The QA/QC Plan defines specific processes and procedures for testing and reporting on each major program activity including:

- Homeowner relations
- Award determination
- Document management and records retention
- Appeals
- Construction management
- Anti-fraud, waste, and abuse
- Compliance and monitoring functions

**Controls**

The complexity of the NJ RREM will include its multiple systems, various file options and requirements, numerous and complex processes, rigorous eligibility and verification standards, substantial geographic spread, and multiple team functions. QA/QC tests would take place at various stages throughout the program.

**Continuous Quality Improvement**

The Shaw team will carefully assess the performance of work processes for areas of potential improvement. This provides a valuable opportunity to assess what is working satisfactorily, as well as identify process improvements. Continuous quality improvement will be implemented to ensure that:

- Processes and procedures are efficient and responsive to NJ RREM needs
- Controls are designed and implemented, as needed
- Additional training is identified and performed
- Improvements are implemented wherever possible
- Best practices are identified and incorporated across the program

Additionally, to provide PMO and operations support, the QA/QC team will play an integral role in accessing training needs and streamlining current procedures.

The Shaw team will focus on identifying key risks and issues associated with operational flows, manual processes, and automated support functions. Quality assurance adheres to three basic principles:
• Preventing errors from being introduced
• Ensuring that errors are detected and corrected as early as possible. Therefore, quality controls, which include checking and back-checking procedures, are implemented during all phases of the work.
• Eliminating the causes of the errors as well as the errors themselves.

QA/QC activities are based on checklists, which are re-aligned with program changes and improvements. Additional reports types and frequency changes may be developed based upon direction or requests made by the NJ DCA.

**Compliance and Monitoring**

Shaw is experienced in performing management and file reviews for compliance with established program policies and procedures and Federal requirements. Our CDBG specialists utilize multiple points of monitoring to assess such components as document management, QA, issue tracking and reporting, to name several.

**Issue Tracking and Fraud, Waste and Abuse Coordination**

Fraud, waste, and abuse (FWA) management is necessary throughout the entire lifecycle of the NJ RREM program. The Shaw FWA team understands the significance of having a FWA policy and clear documented methods for both reporting and investigating potential fraud. The Shaw team will maintain current procedures incorporate new, more robust procedures for receiving, investigating, and reporting cases of FWA involving all appropriate state and federal parties. The Shaw management team is fully cognizant of the inherent risks and exposure for NJ DCA regarding FWA and is committed to proactively monitoring potential fraud cases throughout the duration of the program.

The FWA reporting process includes the following three major components:
• Internal and external reporting related to questions and concerns about grants/loans obtained using illegal, forged, or incomplete information
• Internal reporting related to questions and concerns about unethical, illegal, or irresponsible behavior
• Internal reporting related to potential breaches of grant covenants signed at grant closing appointments

Each reporting mechanism is established and documented in desk references and other procedures to guide internal team members on the appropriate steps for reporting potential FWA issues.

**Setting the Tone to Prevent Fraud, Waste, and Abuse**

A message of zero tolerance for fraudulent activities will be communicated from day one on the NJ RREM. Starting with the top management level fraud will continue to be minimized by setting the proper tone throughout the program. We are committed to fraud prevention and detection.

Our team will provide FWA training to staff at the beginning of the program. Methods of prevention, detection, and reporting will be provided to the team to emphasize the individual roles and responsibilities.

Shaw currently works with My Safe Workplace®, an independent company that provides this reporting service for employees to share concerns 24 hours a day, 7 days a week by using an anonymous, toll-free hotline. The Speak Up® program is designed to encourage employees to help prevent unethical, illegal, or irresponsible acts that can cause serious consequences to our company, employees, and customers. All Speak Up® calls related to employee relations issues of this type will be reported to the NJ DCA as necessary to ensure full transparency into the day-to-day activities program activities.

**FWA Team Approach to Managing Record Requests and Reporting to PMO and NJ DCA**

Potential FWA investigations, subpoenas, and prosecutorial support will be provided as needed and in compliance with program guidelines by the FWA team. In cases where a subpoena is provided for
application documents, the FWA team will date stamp, scan, and forward the subpoena to NJ DCA for final decision on the release of documents. Provide confidential information to any third-party without the prior written or electronic approval of NJ DCA. All external requests, including homeowner requests for program records will adhere to the FOIA policies and all program procedures. The FWA team will also work with NJ DCA, HUD, and HUD OIG as needed to perform all process management, file review, reporting, and document processing for internal and external audits involving federal, state, or legislative stakeholders. The FWA team will place a checkout card in the physical file record and provide an in-person review of the data or, if approved, make a copy and overnight the file directly to the designated point-of-contact following approval.

**Document Management and Records Retention**

Shaw plans to use Worltrace® to manage information, documents and images, as we have for other disaster recovery housing programs for almost a decade. We will work with both the State’s MIS program and the SSHIP contractor to streamline data sharing and system compatibility. Our records retention plan will comply with State requirements, and the Worltrace® data management system has been fully audited by HUD on numerous occasions. We will work closely with Worltrace® programmers and the Record Management Service Branch of the Division of Revenue and Enterprise Services to meet their requirements.

**Accounting and Reporting**

Shaw will account for and reconcile funds drawn from the RREM Program and awarded to grant recipients. Our systems are mature and fully auditable. Our accounting and reporting expertise is described in full detail in Tab 3. Reports of all requests will also be provided to the PMO and to HUD, if applicable. FWA will not
1.2 Preliminary Program Organizational Chart

Exhibit 1-7: Organizational Chart
1.3 Ramp-up and Scale-down Projections

Our team will be right sized for the needs across New Jersey with area teams based in the assigned counties. Staffing levels will be appropriate to match the program lifecycle, and the number of homeowners, homebuilders, and active projects in each of the areas. Additionally, the Shaw team realizes that successful project ramp down and closeout is a key component for overall program success.

We have found that applicant eligibility and environmental clearances are two important monitoring points in the program lifecycle. We routinely monitor the flow of eligible applicants into the construction phase of work such that we can predict and meet the demand by adjusting our staffing levels. Shaw relies on subcontractor partners in this process, fully training them on program requirements, such that they can assist in meeting changing program metrics.

Critical to this continuous, orderly process of staff ramp-up and scale-down is the initial selection and training of staff that is able to perform all of the necessary activities and the availability of continuing refresher training that enables staff to assume different responsibilities as the organization changes. As the number of active homeowner projects is reduced, a commensurate reduction in front-line and supervisory staffing will be made. Over time the organization itself will be adjusted.

Once the determination has been made to scale down the NJ RREM, the Shaw team, based on a needs assessment, will make a determination for transitioning staff to compliance and monitoring operations. Shaw compliance and monitoring operations staff will perform program management, file review, reporting, and document management to ensure that NJDCA is compliant with federal CDBG guidelines. Likewise, the Shaw team understands that homeowners will still need support even though their project is technically in ramp-down and closeout.

Throughout the course of the program, the construction management staff will be a vital link between homeowners and program operations. The Shaw team will monitor staff levels closely throughout the life of the program and maintain metrics on homeowner relations. We will make a recommendation to NJDCA on the proper timing for project scale down. We recommend a strong public outreach effort to manage expectations for any change in this area of the program. It is Shaw’s intention to bring the NJ RREM from start-up to closeout as efficiently and seamlessly as possible.

For every 2,000 eligible applicants, we anticipate a construction production rate of about 50 to 300 homes under construction in any single month. Shaw has delivered completed homes at a rate of about 200 homes per month on other programs, a capacity not demonstrated by any other disaster recovery manager. Under the RREM Program, we anticipate ratios of homeowners to Shaw construction superintendents that will range between 1:15 and 1:40 over the program lifecycle. An example of a key service we provide to improve productivity is the use of construction technicians to identify and resolve bottlenecks with utility service providers and municipal permitting and inspection processes.

Our system of construction management provides for construction progress inspections at regularly scheduled construction intervals, as well as “drop-by” inspections that occur when inspectors are in close proximity to RREM homes under construction. We also have dictated to homebuilders in past programs that they have no less than 1 superintendent to every 10 homes awarded. The level of management from homebuilders and the Shaw construction team, combined with scheduled and periodic inspections, weekly milestone reports, among other tools, has resulted in homeowner satisfaction ratings for past programs on par with J.D. Powers 2010 Home Builder Customer Satisfaction Study® showing overall customer satisfaction averaging more than 80%.
Attachment 1 – Value-Added Alternative for Homebuilder Procurement Method

The individual bid method for securing construction pricing (RFQ section 3.1.4 (2) requires a bid process for every eligible property. While this approach will meet the requirements of 24 CFR Part 85, it could result in schedule and cost impacts to the program. The following issues can be eliminated with an alternative procurement method:

1. Every site will require an individual bid and bid evaluation on multiple builders, thus creating delays in the assignment of sites to builders.
2. Individual bids will require some level of review, approval and documentation by all program parties (Builder, RREM, SSHIP, DCA).
3. Builder/bidder appeals process may create additional delays.
4. Bids may show significant variability due to lack of structured pricing on ancillary items such as flatwork, demolition, tree removal, utility extension, site work, elevation, mitigation, etc.
5. Lack of uniformity in bid cost for standard housing units.
6. Variability in bid pricing yields inconsistency in cost of construction for the homes and all ancillary items, thus impacting the program’s ability to forecast financials accurately.
7. With an individual bid process, the primary builder focus will be on price. Standardized plan pricing will allow the builders to focus heavily on build quality, safety and schedule.
8. Builders experience difficulty in attracting adequate subcontractor staffing due to uncertainty on volume of work.

An alternative procurement method would address the concerns above, while ensuring compliance with 24 CFR Part 85. This approach was used to complete over 3,000 CDBG-funded homes in the state of Texas.

Under this scenario, a single procurement is required, eliminating the need for 6,000 individual bids for the program. Builders are procured through a combined RFQ/RFP process in which the builders provide both qualifications and pricing on standardized home plans. The program currently requires development of a package of predesigned homes, including 3 models each for 2 bedroom, 3 bedroom and 4 bedroom sizes. These standard program plans will be priced by evaluating all of the bids and deriving a standard price for each different unit based on FAR guidelines for cost reasonableness. Ancillary items such as flatwork, demolition, tree removal, utility extension, site work, elevation and mitigation would also be included in the RFP to establish standardized pricing in the same manner. This established unit pricing would be incorporated into all homebuilder contracts, thus standardizing the construction prices and eliminating the need for individual site bidding.

This approach will take a bit more time on the initial procurement but that effort is offset by eliminating the need for 6,000 individual site bids. Shaw recommends defining standard home sizes and dollar caps in the Policies & Procedures Manual process and expanding the plan selection to include three different elevations (cosmetic exterior styles) for each plan. This approach will effectively triple the pool of available home styles without increasing the number of floor plans. DCA may want to consider adding a narrow lot plan for each home size in order to accommodate construction on smaller lots.

This procurement approach allows immediate builder assignment for every site without the delay and administrative costs associated with individual bidding. Volume of individual builder assignments is governed by a builder’s performance scores on safety, quality, schedule and customer satisfaction. This allows the program to engage multiple builders immediately and gives the builders a better picture of potential volume of work. Shaw utilizes a proven approach to builder evaluation that rewards high-performers and ensures program compliance in all key performance areas. It is envisioned that all qualified builders will start out with an equal number of assignments and adjustments will be made to assignment volume as performance data becomes available.
Exhibit 1-8: NJDCA RREM Program Workflow

NJDCA RREM Program Workflow

**Program Startup**
- Mobilization
- Operational Plan
- Policy/Contract Development
- Management Information System
- Homebuilder RFQ
- Pre-Quality Homebuilders
- Program Outreach

**Homeowner Reporting Storm Damage**
- Call Center
- Online
- Housing Assistance Centers

**Eligibility Data & Documents**

**RREM Contractor Application Review & Processing**
- Verification of Storm Damage
- Develop Estimated Cost of Repairs (ECR)
- Site Specific Environmental Review Inspection (NSEIP)
- Verification of OOSB Repairs
- Verification of Completed Repairs (Reimbursement Program)
- Local Hazard Assessment
- Adverse Assessment

**Duplication of Benefits Review (PFEMA, FEMA, Homeowner’s Insurance)**

**Grant Determination**

**SHIP Application Review & Processing**
- Program Outreach
- Perform Intake
- Determine Eligibility

**Eligibility Data & Documents Collected**

**Property Eligible**
- No
- Yes

**Sold Contact Applicant for Certification or Missing Data**

**Program Eligible**
- No
- Yes

**Notification of Ineligibility**

**Priority Based on Program Policies**

**Archive Applications**

**SHHIP Homeowner Notifications**
- 50% Award
- Send Notification of Unable to Serve in Homeowner
- Notification Process Complete

**Suddenly Award Notice to Homeowner**

**Construction Management**
- Onsite Review of Scope of Work Reconstruction
- Rehabilitation
- Secure Environmental Review Clearance
- Secure Construction Contract
- Closing Contract & Case Documentation for Homeowner–Homebuilder Execution
- SHHIP Contracts (FEMA, DEP)
- SHHIP Field, Site, and Project
- Minor Rehabilitation Damage ≤50%
- Major Rehabilitation Damage >50% (Elevation)
- Reconstruction Damage >75%
- Program Inspections & Payments to Homebuilders
- Final Inspection & Homeowner Acceptance
- Final Payment

**Project Close-Out**

Legend:
- Lead RREM
- SHHIP
- DEP
- Homeowner
- QC Point
SECTION 2: Start-up Team
Section 2 – Start-Up Team

Shaw’s start-up team will deliver MORE by leveraging experienced disaster recovery housing project management and project support staff and combining them with New-Jersey based firms knowledgeable of local conditions and the affects of Superstorm Sandy. For NJDCA this means that we are able to mobilize quickly and hit the ground running on the RREM program.

In Exhibit 2-1, Shaw has compiled a table of all current and proposed staff members and staff members of proposed subcontractors who are assigned to the RREM program. The table describes each team member’s role, the percentage of FTE work each staff member will commit for this program, and where the team member will primarily be working. In addition, we have identified key management and field positions providing the services required under this program. Approximately, 75% of the Shaw team’s proposed staff are New Jersey-based and will be there for the duration of the RREM program.

Exhibit 2-1. The Shaw team’s current and proposed staff members who are assigned to NJDCA’s RREM program.

<table>
<thead>
<tr>
<th>Name and Firm</th>
<th>Program/Function Role</th>
<th>Work Location</th>
<th>Percentage of FTE</th>
<th>Key Management</th>
<th>Field Position</th>
<th>Full-Time?</th>
<th>Start-Up</th>
<th>Production</th>
<th>Closeout</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. John Moody, PE Shaw</td>
<td>Chief Program Executive &amp; Start-Up Lead</td>
<td>Austin, Texas</td>
<td>10</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2. Jo Carroll Shaw</td>
<td>Program Manager &amp; Start-Up Co-Lead</td>
<td>Trenton, New Jersey</td>
<td>100</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3. Roger Clifford, RPLS Shaw</td>
<td>Operations Manager</td>
<td>Houston, TX</td>
<td>50</td>
<td>✓</td>
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SECTION 3:
Contract Management
Section 3 – Contract Management

The Shaw team will deliver MORE by leveraging the NJDCA existing best practices and establishing a streamlined Lead RREM organization using innovative “program” and “project” delivery approaches based on our proven management systems. Shaw currently uses these systems on more than 10,000 concurrent projects valued at more than $6 billion annually. NJDCA and all program stakeholders can be confident that the Shaw team will deliver.

NJDCA’s stated mission is “To strengthen and revitalize communities through the delivery of affordable housing, supportive services and the provision of financial and technical assistance to communities, local government and community based organizations.” The Shaw team has achieved this mission in other disaster recovery programs through the merger of existing sub-recipient best practices with “best in class” practices from other sectors of the design and construction industry, the information technology field, and the accounting profession under a streamlined contract management system. Shaw’s system uses established business processes and procedures, and open communication, to provide accountability and transparency in management, control and supervision of the work.

3.1 Business Processes and Procedures

The Shaw team’s balance of skills – technical, program management and controls, business systems, procedures and technology for data aggregation and reporting, and stakeholder engagement – is a real differentiator for success.

3.1.1 Program Management Plan

For the RREM program, Shaw will use our proven Program Delivery System (PDS) for program management and daily review and analysis of program performance. The system is based on the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK®). Our PDS embodies our corporate systems and standard operating procedures used to manage both projects and programs. Shaw’s PDS has been proven, earned, and is currently being used on more than 10,000 concurrent projects valued at $6 billion annually. As shown in Exhibit 3-1, we have been building our concept of the RREM Program Management Plan (PMP) since November 2012 when we first began work on Super Storm Sandy recovery in the Northeast.

Exhibit 3-1. Drawing from lessons learned in the preparation of Disaster Recovery PMPs elsewhere, the Shaw team will build a PMP specifically tailored to address NJDCA’s RREM program.

We will complete the first draft of the PMP during contract negotiations and will present it to the NJDCA immediately after our Notice-to-Proceed (NTP). The PMP is a living document that will address all areas of service, including:

- NJDCA/Shaw/SRREM/SSHIP/HUD/
  stakeholder communication protocols and contact information
3.1.2 Communication

Shaw will design a comprehensive communications strategy and plan that will provide for consistent messages in all internal and external interactions and reports. The plan will promote the accountability, clarity, and transparency that we will build into the Lead RREM program. Our goal is to turn the various stakeholders into advocates and partners through education, collaboration and open, honest communication.

Shaw recognizes that frequent, effective and timely communication between client disaster recovery leaders and our management team is crucial to the successful initiation, execution, and completion of these complex endeavors, which often span a wide geographic area. Close communications begin during contract negotiations, where the details of responsibility and deliverables are clearly outlined to ensure continuity and clarity of purpose between the NJDCA, Lead RREM, Secondary RREM, SSHIP, HUD and other stakeholders (Exhibit 3-3). From our disaster recovery housing program experience, we prefer the communication links to be direct, such as face-to-face meetings in Trenton, or teleconferences. For this reason, our Program Manager, Jo Carroll, will manage the RREM program out of Shaw’s existing Trenton office. We routinely hold progress meetings with sub-recipients daily, logging notes of results and action items, as well as answering questions and providing RREM talking points. As a part of our PMP, Shaw’s communication plan will include the training of our staff and subcontractors on the key messages that NJDCA wants delivered to the public.

Many RREM stakeholders will need to have direct contact with program management staff. We train our team members on the importance of being available and responsive 24/7. Our goal is to see that no inquiry goes more than 24 hours without a personalized response. Team members are customer service agents, regardless of their team role, treating homebuilder prequalification and pricing solicitation that allowed homebuilders to be assigned to all
stakeholders with respect, and honesty while helping them with their needs.

Exhibit 3-3. Effective and continual communication between all parties is the key to program success.

3.1.3 Administration

Housing construction is a cash-flow sensitive business, and homebuilder capacity, schedule, and quality are all affected by timely construction draws. Shaw understands the importance of keeping the business of homebuilding moving smartly – so part of our mission is to employ an efficient and proven administrative model, review draw packages closely, and pay timely - while also getting the best value for NJDCA in a framework of proper procedure and control.

As one of the nation’s larger government contractors, Shaw has a wealth of institutional knowledge and well-established procurement and contracting procedures that meet the highest standards. We bring substantial human resources that are trained and devoted to the proper administration of design and construction projects and programs. Shaw’s accounting professionals bring NJDCA knowledge and experience in accounting, audits, analysis, risk management, finance, compliance and reporting. We have provided tracking and monitoring sources and uses of funds in large-scale, highly visible programs, including successful disaster recovery housing programs audited by HUD.

Documented and auditable accounting procedures and invoicing for accurate and timely payments/reimbursements is paramount to a successful homebuilding program at the magnitude of RREM. Accurate invoicing starts with clear contract terms between the participants, and Shaw developed the very first set of disaster recovery housing construction measurement and payment specifications in the industry.

For NJDCA, we will meld the documents we have used successfully with state requirements to ensure payment terms are consistently understood and applied for all stakeholders. Shaw reviews are injected into the approval process at appropriate check points to verify that the work has been done and that each payment application is per the contract and all information is accurately represented. Shaw has developed procedures on other disaster recovery programs to easily quantify progress during each phase of project delivery. We will not approve/certify any invoice until a program management team member has documented that invoiced work has been done correctly and to the relevant specifications (Exhibit 3-4).

Shaw’s Program Delivery System requires a formal accounting system that conforms to Generally Accepted Accounting Principles (GAAP). There are unique contract and project accounting requirements to effectively manage large programs, especially those with multiple work sites and contracts. Shaw’s Cost Control system uses a robust project accounting system, including Oracle’s JD Edwards® and Oracle Primavera P7, reporting project costs by project activity (cost codes) and schedule to document project performance.

As professional design consultants, Shaw understands the qualifications-based selection process, often referred to as the Brooks Act; in addition, we procure other vendors, services and materials in accordance with local, state and national regulations. Successful procurements and good
projects come from having clear and complete scopes of work. Shaw has national agreements with numerous vendors and we maintain a procurement database containing hundreds of pre-qualified vendors to obtain material and equipment at a significant cost savings.

The Shaw team has developed efficiencies in packaging homebuilder solicitations for large disaster recovery programs in Texas and Louisiana which have proved successful in expediting start-up of construction. Assembling similar projects and services into packages have the following advantages:

- Reduced designer fees and time
- Reduced number of bids that are run through the process
- Less paperwork that must be processed for all parties
- Speed of delivery – effective methods that will meet schedules and cash flow
- Risk allocation – minimize exposure to cost increases and schedule delay
- Resource availability – on call second tier resources to meet peak demands
- Right sizing contacts to maximize W/MBE, small, and veteran-owned business participation.

Program closeout procedures are a vital part of program administration. Beginning with the end in mind includes consideration of what closing out projects and the program entails. We will prepare a complete list of all final deliverables for any contract awarded under program management oversight. Contractors will be required to demonstrate that they have provided all items on the close out checklists prior to receiving final payments. Final invoices will be identified as such. Accounting procedures developed to recognize the transfer of any remaining funds from the account to another account within a project will be followed. When a completed project has remaining funds, Shaw will coordinate with the NJDCA to properly redirect the remaining funds and create the accounting for those transferred funds.

### 3.1.4 Financial Control

The Shaw team will deliver MORE by providing the level of financial control that the budget-driven and high-profile RREM program demands. Our processes will ensure that proper accounting procedures are followed and RREM program documentation facilitates required HUD and State audits. Our reports will be user-friendly and customized to the needs of different stakeholders, while providing the desired levels of transparency.

Shaw has worked on many large, government-funded infrastructure projects and programs and has developed procedures and processes that take full advantage of the best available technology while passing rigorous federal and state government standards. One example is the Texas Hurricane Rita Homeowners Assistance Housing Program where
Shaw processes were closely audited by the state and HUD. Shaw introduced a first-of-its-kind homebuilder prequalification and pricing solicitation that allowed homebuilders to be assigned to homeowners, thus reducing the time for bidding each house, and avoiding schedule overruns by managing to builder capacity. Using this model, Shaw oversaw construction or rehabilitation of approximately 2,500 homes; both State of Texas and HUD auditors carefully audited our approach and documentation throughout the program lifecycle, and found our system to be justifiable and in full conformance with regulations.

Shaw’s Management Information System (MIS) is used to assist our Program Manager and leaders in measuring work performance. Shaw’s MIS is able to assess performance relative to schedule, budget, and work scope. It fully integrates program cost and schedule management, contract management, and technical and regulatory management. Shaw invests annually to upgrade and improve the technological capabilities of our MIS. Investments have included the use of state-of-the-art technologies to integrate our project management and customer reporting functions (Exhibit 3-5). Shaw’s cost controls at the project level use a cost accounting system that conforms to GAAP. Shaw will work with NJDCA at the outset of RREM to develop a chart-of-accounts. We will relate the chart-of-accounts to a work breakdown structure for each core service. Our software will be used to manage and report on timed-phased project budgets, record actual costs, and compare costs to budgets.

Exhibit 3-5. Shaw’s MIS system will integrate existing NJDCA, third-party systems, and the Shaw team’s systems to provide accurate, up-to-date data for improved control and decision making.
For the RREM program, Shaw will develop and put into place two key controls: periodic internal audit procedures and reconciliations. We believe these functions will enhance the auditable program documentation and provide for NJDCA’s ability to support state and HUD program audits and respond to reporting requests from the Governor’s Office, fair housing groups, and others.

Internal audit procedures will be focused on vendor/contractor invoicing to assess the adequacy of the documentation submitted with the invoice and validation of the invoice information against evidence maintained for each project. The purpose of the internal audit function is to identify potential overpayments to vendors/contractors that may result from inaccurate project reporting, documentation deficiencies, ineligible costs, etc.

The internal audit effort will provide for periodic testing of program participant’s compliance with the terms of their contract for RREM program work. Such testing will be performed by the Shaw team on a periodic basis after an assessment of factors such as the history of the vendor/contractor, results of prior testing, size of disbursements to the vendor/contractor, and the progress of work on individual projects.

Attributes of the program to be tested include compliance with the contracting/bidding process for contractors, the submission of project invoices, as well as the procedures employed by the Shaw team to certify project disbursements.

The periodic internal audit procedures will be documented and available for inspection during the State and HUD audits. The results of audit procedures, which may include recommendations for adjustments to vendor/contractor invoices or recommendation for further investigation, will be provided to the Shaw team’s program leadership. Remedial actions, as necessary, will be imposed as provided under the RREM program’s policies and procedures (Exhibit 3-6).

Reliable program controls are critical to the successful implementation and completion of the NJDCA RREM program. This is a key area where the Shaw team will deliver MORE by integrating best practice approaches of NJDCA with Shaw team program controls architecture. We will use available information technology (Exhibit 3-6) that is tailored to NJDCA’s specific needs, planned and integrated into the process from the start, and focused on delivering accurate, timely information in a flexible format.

Our team’s existing IT infrastructure and processes will be leveraged to cost-effectively set up the IT and program controls solutions appropriate and necessary for the control of the RREM program. We also have the right personnel to build and deploy these solutions quickly to support rapid mobilization and help ensure visibility into project performance right from the start.

The Shaw team has an unparalleled level of experience in setting up trusted information management systems in support of government agencies seeking to optimize business processes and enhance overall effectiveness. This information platform brings together a wide range of technology assets and data systems to:
• Discover, analyze, and understand program data sets
• Establish, manage, share, and deliver information that is accurate and complete
• Extract, cleanse, and transform these assets into reliable information, bringing together structured, semi-structured, and unstructured components
• Allow for deep data analysis and correlation of information through the pre-qualification, procurement, construction and close-out phases of the RREM program.

Our approach to program management includes a plan to streamline integration processes and applications, to mitigate systematic bottlenecks and ensure the delivery of reliable, accurate, and timely information to the right stakeholders on the project. Achieving this integrated and reliable information platform for reporting requires more than industry-leading program controls, technology, and IT services. This requires that we put the right people and processes in place to enhance and maintain data across all source systems for the life of the program.

Maintaining and managing the program data systems is the critical component in delivering reliable information to our clients. Our key team members who are “running the desk” (using and administering data and software systems) are working from a planned and integrated information management approach that allows us to segregate and aggregate data by region, applicant, phase, contractor, etc. and to incorporate these data into our reporting solution, while being able to provide NJDCA and state stakeholders with a total program reporting solution.

Shaw will establish time-phased project budgets; record actual costs, expenditures, and commitments; and forecast the Estimate to Complete (ETC) costs, hours, and quantities to provide, on a continual basis, the latest and best Estimate at Complete (EAC) or total project cost to NJDCA. Oracle Primavera Project Planner® will provide an integration mechanism to allow the system to time-phase budgets and total project costs. This feature and functionality will be the backbone of project planned cash flow and expenditures, and actual cost expenditures.

Our methodology will integrate and pull information from JDE, Oracle Primavera Project Planner, Acumen Fuse, SharePoint 2010, CAD/GIS systems, and others to create a fully integrated reporting platform to support analysis, decision making, and public information.

We will staff the project with experienced infrastructure program management and data integration, and IT team members who understand how to work together across these functions. This team will work closely with NJDCA to ensure that we can properly integrate, report on, and manage the data for all of the projects that will be delivered over the life of the RREM program.

Scope Management
Scope control is one of the three core functions within Shaw’s Program Delivery System. With complex interdependencies between specifications, procurement, and construction, scope control requires timely, detailed analysis to manage established budgets, contracts, purchasing, schedules, and total cost. Shaw maintains timely and concise documentation of all changes, large or small, which results in clear communication and understanding between the client, the project team, stakeholders and the contractor. Our scope control system is deployed at the onset of every project and managed throughout its life. To help meet the baseline cost and schedule objectives, we will work collaboratively with NJDCA to establish a clear scope of work for each project and manage those projects to meet the original statement of scope in the Action Plan.

Baseline Change Control
The project baseline is like a bank vault; it is always locked. Unmanaged project change commonly results in failed projects with cost overruns and no traceability to how they got there. Our team uses Baseline Change Proposal (BCP) processes and procedures to help manage a project’s change management process. BCPs are the vehicle for developing, reviewing, and authorizing budget
transfers, baseline schedule changes, approved
trends, and management reserve utilization. The
documentation process helps to ensure that scope,
schedule, and budget changes are identified,
evaluated, coordinated, controlled, reviewed,
approved, and documented in a manner that best
serves NJDCA.

Schedule Management
Schedule management is the roadmap for project
success. Shaw knows the importance of a well-
thought-out project management plan and proven
methods of execution. A project is only as successful
as its contractors’ performance. Shaw has extensive
experience managing large construction projects with
many contractors and varying project scheduling
platforms and integrating them into a single,
structured master database. We have created
Integrated Master Schedules (IMS) for some of the
country’s largest and most complex projects, some
upwards of $1 billion over periods as short as three
years, using the latest technology to combine
dissimilar scheduling platforms from contractors,
vendors, and consultants into one master schedule.
Shaw has provided NJDCA with a proposed
program schedule in Exhibit 3-7.

Shaw will use the latest version of Oracle Primavera
Project Planner® as the primary scheduling software
for the RREM program. Though we plan on
leveraging this software, our team has the expertise
and flexibility to accept and use other scheduling
platforms that program participants may use. The
Shaw team can integrate multiple scheduling
techniques and reporting methods allowing all
project stakeholders to easily identify baseline
variances or delays, current status, and critical paths.
This streamlines communication from project
management to the field superintendent and all
points in between.

Exhibit 3-7. The Shaw team’s program management system will integrate data from many sources into one coordinated
database for analyzing and reporting on the NJDCA RREM program.
All schedules have logic, but tracing it is the key to managing it. Shaw uses an IMS methodology that combines scope, schedule, and budget among multiple projects, and has detailed traceability throughout multiple levels of the project Work Breakdown Structure (WBS).

Risk Management

A comprehensive risk management process is a central component in on-time/on-budget project and program delivery. Risk management begins by identifying all potential risks that may affect successful completion. Risk will be present in every aspect of the program. For the RREM program, risk can be first divided into two areas: 1) program/process risk (like low eligibility rates, or peaked homebuilder capacity), and; 2) project specific risks (like constructability issues or materials availability).

Program risks are “soft” risks compared to the “hard” risks that can occur at the project level. In other words, if program risks occur, they are likely to be process related and therefore easier to react to or guard against. Program risks include:

- Slow or poor start-up of program management services
- Inability to build and debug management systems during program management start-up
- Processing log-jams/peak period overloads throughout the process
- Cumbersome process to change project prioritization
- Misinformation creating controversy
- Insufficient homebuilder capacity
- “Backdoor” communication channels
- Inadequate financial control/documentation
- Data integration issues

Shaw will be proactive in addressing the program risks. Use of Shaw’s existing, proven IT infrastructure, along with the use of compatible software and our overall program controls approach will provide assurances that there will be no data integration or debugging issues.

The Shaw team has substantial human resources that can be brought to the RREM program whenever needed to meet peak workloads. We will embed staff within NJDCA or other agencies should that become necessary to process the work.

Project risks can be subdivided into two project phases – pre-construction and construction.

Pre-Construction Risks:

- Budget/scope/schedule disconnects
- Scope creep or changing priorities
- Change orders due to unforeseen conditions
- Consultant under-performance—poor quality of deliverables/delays
- Procurement process delays

Construction Risks:

- Materials shortages/cost escalation beyond inflation
- Utility relocation delays and costs
- Cash flow carry ability of over-capacity homebuilders
- Fraud
- Reassignment due to unacceptable start times and/or schedule
- Change orders due to unforeseen conditions
- Contractor under-performance – poor quality of construction/delays
- Unusually bad weather

As risks are identified, they are analyzed to determine the probability of occurrence and the severity of impact, resulting in a risk rating which is documented using a risk register. A risk register also is used to capture risk mitigation plans which “monetize” and fix schedule requirements for optional mitigation measures. Mitigation measures will aim to avoid, eliminate, or reduce risks and look to capitalize on opportunities that could improve the likelihood of successful program completion (Exhibit 3-8).

In addition to risk mitigation efforts, risk allocation strategies are analyzed to assign risk to the party that is best able to manage the risk. Risk allocation
decisions will form the basis for determining the right contract document provisions and procurement solutions that best align and support the program goals.

Program-level risk avoidance, mitigation, and allocation strategies will be developed during facilitated workshops that include a broad range of subject matter experts.

The Shaw team’s risk management function provides the ability to perform simulations on various cost and schedule parameters to help ensure that assumptions, plans, and forecasts are within acceptable risk tolerances before physical execution. Our risk management process begins with the identification of all known potential risks – schedule, financial, performance, regulatory, etc. It also uses a combination of robust reporting processes and industry-standard software solutions to identify, quantify, simulate, and control risk exposure.

With the Shaw team’s risk management solutions, we can simulate, in real-time, the uncertainty present in estimates and generate results that show possible outcomes. This will allow NJDCA and the team to see what could happen in any number of situations and to make informed decisions on paths forward.

Our risk management solutions use Oracle Risk Analyzer®, which is part of Oracle’s suite of program management solutions, Acumen Risk, or Palisade’s @Risk®, a risk analysis package based in Microsoft Excel®. Oracle Risk Analyzer®, Acumen Risk and @Risk® allow the project team to evaluate an unlimited number of schedule and cost-related calculations related to material delivery delays, contractor performance issues, or a multitude of external variables. Oracle’s Risk Analyzer® and Acumen Risk can be directly linked to Primavera Project Planner®, allowing for a seamless integration with the IMS. Along with @Risk, these three can provide the capability to perform completely customizable risk analysis modeling, considering variables which may not be able to be modeled within the other software. These software packages allow the program team to analyze project risks with an endless envelope of scenarios projecting how individual project variables, including the contractor’s performance, can affect the overall baseline schedule.

**Quality Control**

There are no more stringent demands for quality construction than those established for nuclear power plants. Shaw, as the design/builder of the two new nuclear reactors at Plant Vogtle, Georgia, has developed the most sophisticated quality control and quality assurance policies and procedures. While the RREM program will require a less complex QA/AC Plan, we bring this strong culture of quality to our proposed work for NJDCA.

Exhibit 3-8. The Shaw team’s risk analysis process
Shaw’s QA/QC process for the RREM program will be comprehensive and is divided into three main areas:

- **QA/QC of the Program Management Team (self-performance evaluation)** – A senior oversight team will be responsible for conducting a periodic review of the program management team’s performance against the contract and the established performance measures for the team. This performance review will be done at least quarterly and the results will be shared with NJDCA.

- **Pre-Construction** – The Shaw team will initially develop an overall approach to QA/QC for the pre-construction part of the project development process. We will also provide milestone reviews for pre-construction tasks utilizing appropriate checklists and our professional knowledge and experience.

- **Construction** – The Shaw team will develop an overall approach to QA/QC for the construction phases of the projects. This effort will be tailored to be appropriate for the type of project. An important aspect of this will be a quality review of all the project close-out documents.

### 3.1.6 Reporting

We believe that by providing the RREM program with a modern information technology delivery platform that “begins with the end in mind” the Shaw team clearly differentiates itself in its ability to provide NJDCA, the Governor’s Office and other stakeholders with accurate, up-to-date, easy to understand reports for all stakeholder purposes.

Our goal is to impress stakeholders with the ease in which they can access and view reports and the flexibility that they have to obtain the information of interest to them. For stakeholders with appropriate security clearances, we want them to be able to drill down on salient details, such as individual applicant status, communications and grant value, in order to answer questions these stakeholders may receive from other agencies or the applicants themselves.

As described earlier, the Worltrak system will be the data management platform used to manage the vast array of data generated by disaster recovery housing programs as well as used to generate required reports. This system, with its focus on managing data, makes reporting of the data a largely automatic function. Worltrak has been used successfully by other state housing agencies and the Shaw team will work closely with NJDCA at the outset of the RREM program to design the desired reporting formats best suited to New Jersey stakeholders. Worltrak-generated reports will provide a wide variety of information, including, but not limited to:

- Overall program metrics depicting construction starts, completions, and dollars expended
- Individual applicant communications with Shaw team members and state staff
- Timelines between key construction and program milestones
- Homebuilder metrics on assignments, completions and scoring
- Project status in the pipeline toward completion
- Photographs, certificates and permits.

The Worltrak platform delivers reporting information in most any required format, anytime and anywhere, via the web, mobile devices and in a format necessary to convey critical project and financial information status and progress. Users can interact with the data to see high-level aspects of the projects and drill into the details for each applicant. Access is controlled through a secure authorization and authentication framework. Proactive event alerts, or flags, will automatically contact the program management team members or other stakeholders, when a condition in the data is detected – such as task delays beyond scheduled, crossed user-defined thresholds, or financial impacts beyond preset variances.

Key capabilities of the Worltrak data management platform include:

- **Reporting**: Access a complete list of self-serve report types with easy navigation and
As a large federal government contractor, Shaw’s accounting system is deemed adequate by the DCMA. Shaw’s accounting system, ShawVision, tracks and monitors more than 10,000 projects from values of $10,000 to more than $122 million. ShawVision (J.D. Edwards accounting software) is a fully integrated, online, multiple-entity accounting system enhanced and tailored to meet our business practices. It has the flexibility to accommodate a wide range of project and client needs.

Shaw’s accounting system provides accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions. The risk of misallocations or mischarges is minimized through financial reviews, reconciliations and monitoring of financial internal controls. Indirect cost allocations and charges to contracts are consistent with disclosed accounting practices.

The main subsystems of ShawVision consist of payroll, procurement, accounts payable, billing, project cost ledger, general ledger, fixed assets, accounts receivable, inventory, and equipment management. Complete integration of ShawVision allows for drill down capability into the various subsystems. In addition to these main modules, other systems feed into the individual sub-ledgers such as: human resources and time entry into payroll; and financial imaging, Pcards, and expense reporting into accounts payable.

Cognos Finance is the consolidation tool used by Shaw for financial reporting and leverages several other reporting, analysis, and information tools that work alongside the application. Data from the general ledger in ShawVision is uploaded into Cognos Finance monthly. Cognos is also used for annual budgeting and quarterly forecasting purposes.

Shaw employs a customized version of the Deltek Costpoint software (ShawRate) for indirect rate development, cost pool analysis, and incurred cost reporting. The ShawRate system receives automated uploads from ShawVision of monthly budget and actual cost information. In addition to the ShawVision system uploads, Cognos topside entries
and other adjustments are uploaded into the ShawRate system using the Costpoint JE preprocessor program. Using this data, the ShawRate system generates provisional and actual indirect rates, incurred cost submission schedules, and a wide variety of other analytical reports monthly, quarterly, and annually.

Shaw performs monthly indirect cost analyses at the financial department and business segment levels by comparing indirect budgets to indirect actual costs and explaining the cause of significant variances. A similar analysis is performed at the CAS Segment and indirect cost pool levels. The financial indirect cost analysis is leveraged to explain variances at the indirect cost pool level. The indirect actual cost information coupled with indirect forecasts allows Shaw to actively monitor fiscal year actual indirect rates against budgeted or provisional indirect rates.

Shaw identifies and segregates unallowable costs at the point of entry in accordance with established project and overhead expenditure policies. Shaw uses more than 80 general ledger accounts designated as unallowable to capture indirect expenses at point of entry. These accounts are used by accounts payable, expense reports, Pcards, and payroll processes to segregate unallowable indirect and direct costs. More than 90 percent of the unallowable indirect costs are recorded in separate unallowable accounts in accordance with company policies.

Policies and procedures implementing a system of internal controls for the overall accounting system have been established. Flowcharts demonstrate how information is processed through the accounting system from initiation of transactions to reporting of the transactions in the financial records. Each flow has a process owner who is responsible for the internal controls and maintaining risk control matrices. These internal controls are self-assessed by the process owner through the ShawCert software system and reviewed by Internal Audit and external auditors on a regular basis.

**Data Entry and Validation**

In JDE, end users can input data directly into the general ledger via journal entry and indirectly through the individual sub-ledgers. At the time of data entry, a variety of critical elements are validated, thus reducing the occurrence of errors. When all documents have been entered for a batch (e.g., a group of timesheets specific to an administrator) and the batch is balanced, it is approved for posting. Data entry batches are released for processing at least once each day. The accounts balances are updated during the post process which can be run during the day or is submitted on a nightly schedule to provide real-time results.

**Project Cost Ledger**

Shaw is project-oriented, and as such, we have an outstanding project cost accounting system that can be easily tailored to meet NJDCA requirements. The Project Cost and General Ledgers derive their information from the same data source. All project cost data can accommodate up to nine levels: 1) parent (contract), 2) project, 3) task, 4) subtask, 5) sub-subtask - WBS, 6) sub-sub-subtask, 7) cost category (labor, equipment, material, subcontracts, etc.), 8) cost type (home office labor, field labor, etc.), and 9) detail cost type (straight time, overtime, indirect costs, etc.). ShawVision accumulates actual cost at level 9 and summarizes cost at the appropriate level for invoicing, cost tracking, and reporting. This project cost data structure is used for estimating and budgeting contract cost as well as for accounting and reporting actual cost.

**Procurement Data**

Validation is performed to ensure that charges against a purchase order are within defined limits. Tracking of expenditures and commitments against purchase orders occurs in real-time, thereby providing management with up-to-date financial information on the status of all purchase orders and subcontracts. This process eliminates the possibility of a purchase order from being over expended or committed. ShawVision is a valuable tool that provides ease of management for the procurement function.
Accounts Payable
Docusphere employs a set of technology tools to eliminate the manual routing and handling of paper supplier and/or subcontractor invoices through a business process by “capturing” the invoice as an image and moving it electronically through the process from location to location, activity to activity, and person to person, based on a set of rules and attributes unique to that work item.

Integrated Payroll System
Payroll is fully integrated with the accounting, timekeeping, and compensation systems. As an American Payroll Association Prism Award winner for technology, Shaw has a history of leveraging advancements in technology to reduce costs while improving the efficiency of the payroll process. This includes using MasterTax software for processing state and local tax withholdings and complying with filing requirements. Payroll supports and complies with SCA and DBA prevailing wage, benefit, and reporting requirements. Employee wages are charged directly to intermediate and final cost objectives through labor distribution from daily inputs on weekly timesheets.

Reporting
ShawVision has a wide variety of standard reports and inquiry capabilities. Virtually any type of report required for project reporting, cost control, or billing is readily available. In addition, ShawVision’s general purpose report writer makes it easy to generate nonstandard reports. Any of these reports can be tailored to meet NJDCA’s requirements.

3.1.8 Capacity to Secure a Fidelity Bond Insurance Policy
Shaw is able to secure a standalone $5 million Fidelity Insurance Policy as shown in Exhibit 3-9.

3.1.9 Program Schedule
Shaw’s plan, identified in-house and subcontractor resources, and our firm size and presence in New Jersey, allows us to perform at a Tier 2 service level under the RREM program. As we have described in these sections of our proposal, we possess the experience and resources to manage a large volume of house construction, while monitoring program metrics and ramping up or scaling down to meet DCA needs.

Shaw’s RREM program schedule is provided at the end of this section of the proposal.
Exhibit 3.9. Documentation demonstrating Shaw’s capacity to secure a standalone $5 million Fidelity Insurance Policy.
### New Jersey RREM Proposal Schedule Summary (Full)

#### Project Milestones

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<thead>
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<th>Activity ID</th>
<th>Activity Name</th>
<th>Start</th>
<th>Finish</th>
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<tr>
<td>1NJRREM200</td>
<td>Submit RFQ</td>
<td>09-May-13</td>
<td>15-Jun-15</td>
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<tr>
<td>1NJRREM201</td>
<td>Notice of Award</td>
<td>09-May-13</td>
<td>24-May-13</td>
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<tr>
<td>1NJRREM222</td>
<td>Projected Program Completion</td>
<td>25-May-13</td>
<td>07-Aug-13</td>
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#### Start Up

<table>
<thead>
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<th>Activity Name</th>
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</thead>
<tbody>
<tr>
<td>1NJRREM208</td>
<td>Prepare and Deliver Program Policies, Procedures, Forms</td>
<td>14-Jun-13</td>
<td>24-Jun-13</td>
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<tr>
<td>1NJRREM204</td>
<td>Prepare and Submit Homebuilder Outreach Plan</td>
<td>14-Jun-13</td>
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<td>1NJRREM206</td>
<td>Secure House Designs</td>
<td>14-Jun-13</td>
<td>08-Jul-13</td>
</tr>
<tr>
<td>1NJRREM205</td>
<td>Draft Homebuilder RFQ</td>
<td>14-Jun-13</td>
<td>24-Jun-13</td>
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<tr>
<td>1NJRREM210</td>
<td>Coordination with NJDCA/SSHIP and Secondary RREM Contractors</td>
<td>14-Jun-13</td>
<td>15-Jul-13</td>
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<td>1NJRREM203</td>
<td>Project Start Up (on-site)</td>
<td>14-Jun-13</td>
<td>15-Jul-13</td>
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<td>1NJRREM207</td>
<td>NJDCA review and approve Homebuilder Selection</td>
<td>25-Jun-13</td>
<td>08-Jul-13</td>
</tr>
<tr>
<td>1NJRREM209</td>
<td>Develop Homebuilder Participation Agreement and contract documents</td>
<td>09-Jul-13</td>
<td>07-Aug-13</td>
</tr>
<tr>
<td>1NJRREM211</td>
<td>Homebuilder RFQ Period and Homebuilder Selection</td>
<td>09-Jul-13</td>
<td>29-Jul-13</td>
</tr>
</tbody>
</table>

#### Application Review and Processing

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1NJRREM212</td>
<td>Applications referred from SSHIP with environmental clearance form DEP</td>
<td>15-Aug-13</td>
<td>28-Feb-14</td>
</tr>
<tr>
<td>1NJRREM213</td>
<td>Complete Estimated Cost of Repairs (ECRs), SOW, Lead Paint/Asbestos assessments for Program Homes</td>
<td>02-Sep-13</td>
<td>23-Dec-14</td>
</tr>
<tr>
<td>1NJRREM214</td>
<td>Finalize Scope of Work and complete Duplication of Benefits review</td>
<td>10-Sep-13</td>
<td>30-Dec-14</td>
</tr>
<tr>
<td>1NJRREM215</td>
<td>Homeowner Project bid to three homebuilders</td>
<td>20-Sep-13</td>
<td>09-Jan-15</td>
</tr>
<tr>
<td>1NJRREM216</td>
<td>Determine Grant Award, Award Bid, Arrange Escrow of Funds, and Issue NTP to Homebuilder</td>
<td>27-Sep-13</td>
<td>16-Jan-15</td>
</tr>
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</table>

#### Construction

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
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<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1NJRREM218</td>
<td>Typical Reconstruction Project including Final inspection</td>
<td>28-Oct-13</td>
<td>08-Jun-15</td>
</tr>
<tr>
<td>1NJRREM220</td>
<td>Typical Rehab Project including Final inspection</td>
<td>28-Oct-13</td>
<td>08-Jun-15</td>
</tr>
<tr>
<td>1NJRREM221</td>
<td>Notify SSHIP of Construction Completion - Typical Rehabilitation Process</td>
<td>15-Jun-15</td>
<td>15-Jun-15</td>
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</tbody>
</table>

#### Quality and Compliance Management

<table>
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<tr>
<th>Activity ID</th>
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<th>Start</th>
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</tr>
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<tbody>
<tr>
<td>1NJRREM223</td>
<td>Quality Assurance/Quality Control</td>
<td>14-Jun-13</td>
<td>15-Jun-15</td>
</tr>
<tr>
<td>1NJRREM224</td>
<td>Homeowner Appeals</td>
<td>15-Aug-13</td>
<td>15-Jun-15</td>
</tr>
<tr>
<td>1NJRREM225</td>
<td>Compliance Monitoring</td>
<td>15-Aug-13</td>
<td>15-Jun-15</td>
</tr>
<tr>
<td>1NJRREM226</td>
<td>Issues Tracking and Fraud, Waste, Abuse</td>
<td>15-Aug-13</td>
<td>15-Jun-15</td>
</tr>
</tbody>
</table>
SECTION 4: Potential Challenges
Section 4 – Potential Challenges

Shaw faces potential challenges on very project. To overcome these challenges, we have a continuous improvement process that serves as a cornerstone of our project management approach. On all of our disaster recovery projects, we expect all Shaw staff to drive continuous improvement by identifying challenges and implementing streamlined solutions and best practices based on lessons learned. We will deliver MORE to NJDCA by sharing these best practices and lessons learned from other disaster recovery projects.

The Shaw team has successfully achieved the NJDCA mission on other disaster recovery programs. The team will leverage proven solutions to potential challenges in every phase of the RREM program as discussed throughout this proposal and highlighted in Exhibit 4.1.

Exhibit 4.1. The Shaw team anticipates challenges related to the RREM program and proposes proven solutions based on best management practices and lesson learned from our disaster recovery programs.

<table>
<thead>
<tr>
<th>Potential Challenge</th>
<th>Solution</th>
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<tbody>
<tr>
<td><strong>Start-Up</strong></td>
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<tr>
<td>Quickly mobilizing staff</td>
<td>Possess the human resources necessary to meet the challenges of mobilizing staff to large disaster recovery and construction projects. In November 2012, Shaw immediately mobilized 200+ experienced technical staff, as well as deployment personnel specialized in human resources, travel accommodations, and procurement services, to its New York City office upon notice of award to provide program management services for the City’s Rapid Repairs Program. Shaw immediately implemented an ongoing staffing plan based on real-time evaluations of the situation, conditions, and needs, including the development of a staff rotation schedule ensuring 100% full-time key leadership personnel on site 7 days a week, 12 hours each day.</td>
</tr>
<tr>
<td>Coordinating with multiple stakeholders</td>
<td>Implement a comprehensive communications strategy and plan specific to NJDCA needs that promotes accountability, clarity, and transparency.</td>
</tr>
<tr>
<td>Development of program policies, guidelines, and management plan takes significant time to build and can delay execution of projects</td>
<td>Use experience with existing policies, guidelines, and program management plans to build from which will greatly decrease the time needed to accomplish these tasks.</td>
</tr>
<tr>
<td>Restrictive policies and regulations</td>
<td>Use best management practices and lessons learned to streamline policies and procedures. Have experienced staff draft requests for waivers of local/state/federal requirements, shorten citizen participation requirements, and relax procurement standards.</td>
</tr>
<tr>
<td>Rapid development and delivery of house designs for variety of New Jersey housing needs and municipalities</td>
<td>In consultation with NJDCA, local municipalities, and our architectural design team, provide listing of key design and construction points which speed production of program homes and enhance homeowner satisfaction (based on prior disaster recovery experiences.) Develop standardized floor plans for modest homes, with a selection of exterior elevation features suitable for a wide variety of neighborhoods and housing types.</td>
</tr>
<tr>
<td>Potential Challenge</td>
<td>Solution</td>
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| **Homebuilder Selection/Management** | **Use first-of-its-kind homebuilder prequalification and pricing solicitation Shaw introduced in Texas for Hurricane Rita recovery that allowed homebuilders to be assigned to homeowners, thus reducing the time for bidding each house, and avoiding schedule overruns by managing to builder capacity. This model could be used (and modified as needed) for the RREM program with established agreements designed to encourage the participation of production disaster recovery homebuilders. Using this model, Shaw oversaw construction or rehabilitation of 3,200+ homes in Texas; both State of Texas and HUD auditors carefully audited our approach and documentation throughout the program lifecycle, and found the system to be justifiable and in full conformance with CDBG procurement regulations.**  
While the initial development of the pricing solicitation may be slightly longer than normal (approximately 7-10 days), the development of standardized unit pricing at the beginning of the program will greatly reduce the time (and costs) it would take to individually bid 6,000 homeowner projects. Shaw will use existing bid templates for base home pricing and other ancillary items needed for site-specific construction (i.e., driveways, demolition, tree removal, ramps, etc.) to develop a list of home construction needs specific to New Jersey (such as basement removal, etc.). |  |
| **Property Eligibility Determination** | **Assign a lead person to coordinate scheduling site tests (lead paint, asbestos) and directly manage the completion of tests to reduce delays in building a scope of work and starting construction. The Shaw team will coordinate closely with NJDEP to mitigate identified environmental issues during design of scope of work for homes.** |  |
| **Application Review/Processing** | **Use Worlitrac® which is a proven information technology and work engine system used in past disaster recovery housing programs to over 100,000 applicants across the Gulf Coast.** |  |
| **Accurately maintaining and tracking application information from multiple sources** | **Implement the lessons learned from the Louisiana Small Rental Property Pilot Program (SRPP) that met the goal of providing fair, accurate, and timely appeal determination through continuous process improvement. Processes included:**  
- Automated the transfer of appeals received and determinations made between appeals and document management.  
- Used an information tracking tool to communicate key policy/procedure changes  
- Created an easy to use daily report, which combined various metrics related to appeal volume, status, and resolution  
- Developed an “approval checklist” to verify completion of all steps necessary in making an appeal determination  
- Developed processes for state appeals for issues needing to be resolved above the program’s level; created a summary and recommendation report for all state appeals, assumed more responsibility for independently researching and making recommendations to the state, and improved the process for transmitting and tracking state appeals  
- Maintained an appeals guide to accurately reflect current policy and procedure which proved as an invaluable tool for training new |  |
<p>| <strong>Providing a fair, accurate, and timely appeal response</strong> |  |  |</p>
<table>
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<tr>
<th>Potential Challenge</th>
<th>Solution</th>
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<tbody>
<tr>
<td><strong>Construction Management</strong></td>
<td>Use experienced construction managers who bring both the experience of large construction projects and the experience of managing multiple homebuilders across large disaster areas on tens of thousands of individual projects. The Shaw team has the knowledge of dealing with the unique challenges that come from multiple homebuilders, homeowners, and local jurisdictions. Additionally, Shaw has extensive experience managing large construction projects with many contractors and homebuilders with varying project scheduling platforms and integrating them into a single, structured master database.</td>
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<tr>
<td>Managing multiple homebuilders across a large disaster area working on several thousand scattered site project locations</td>
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<tr>
<td>Evaluating homebuilder performance: A project is only as successful as its homebuilders' performance</td>
<td>Use homebuilder performance metrics developed and managed in disaster recovery programs in Texas, Louisiana, and New York City. The team provided recurring reports on contract performance and threshold and provided recommendations on subsequent work assignments based on the analysis of the data.</td>
</tr>
<tr>
<td>Unique construction and building barriers</td>
<td>Coordinate with NJDCA, municipalities, and utility service providers to streamline permitting, engage utility companies, develop blanket zoning waivers, and standardize construction standards.</td>
</tr>
<tr>
<td><strong>Quality and Compliance Management</strong></td>
<td>Use standardized practices from past HUD funded disaster recovery housing programs and experienced staff familiar with the processes. The Shaw team has standardized practices for all aspects of the management of recovery housing programs, including:</td>
</tr>
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</table>
| Implementing quality and compliance standards acceptable to HUD that both assist in management of the program and provide proof of eligible work | • Develop nomenclature standards for names, addresses, and other applicant data to assist in accurately locating files and project sites  
• Use standardized photo log and practices for taking photographs during inspections and during project performance  
• Implement the use of an issue tracking system  
• Conduct Plan of the Day (POD) daily meetings to identify obstacles and solutions and openly discuss past day and present day activities  
• Use weekly policy calls to ensure key managers review requirement changes and document policy decisions to ensure consistency |
| Accurately tracking thousands of homeowner payments and projects                    | Use existing tracking processes from past programs for tracking projects and funds in large-scale, highly visible programs, including successful disaster recovery housing programs audited by HUD. |
| Implementing fraud, waste, and abuse controls                                      | Use similar controls from past programs for internal and external controls such as internal audit procedures and controls specified in the Louisiana Governor’s August 2011 Executive Order detailing additional requirements for homeowners, contractors, and state agencies to enforce the new requirements and established a federal-state anti-fraud task force. |
| Developing useful daily reports and as needed reports to capture requested data for management staff, policy staff, and external stakeholders | Implement existing systems and report templates developed by the data management and reporting teams that allow users to interact with the data to see high-level aspects of the projects and drill into the details for each applicant. Reports are readily customized to the needs of the programs, managers, and external stakeholders (compare activities in each county, along legislative districts, etc.) |
SECTION 5: Organizational Support and Experience
Section 5 – Organizational Support and Experience

The Shaw team will deliver MORE to NJDCA by providing a streamlined organization to facilitate the sharing of program-specific experience and lessons learned. By streamlining the organization, we will increase efficiency and cost-effectiveness of the RREM program.

The Shaw team has provided information related to our organization, personnel, and experience including references to demonstrate our qualifications and ability to perform the services required by the RREM program in Exhibit 5-1. We have extensive experience working with CDGB-DR funds allocated for developing and implementing housing activities essential to disaster recovery. These skills are invaluable to successfully matching the complexities of federal housing regulations with the abilities of construction contractors.

The Shaw team has developed a management and organizational structure as shown in Exhibit 1-7 (Section 1 – Management Overview) that maintains program flexibility and responsiveness to meet the needs of NJDCA, SSHIP, Lead RREM Contractor, Secondary RREM contractors, homebuilders, homeowners, and other stakeholders. The Shaw team offers a streamlined organization structure under six leads. These six leads will report directly to the Shaw team’s proposed Program Manager, Ms. Jo Carroll. This streamlined approach will facilitate clear, effective lines of communication between all stakeholders.

Ms. Carroll, a 30-year CDBG veteran, currently serves as a technical CDBG advisor on New York City’s Hurricane Sandy Advisory Panel for the New York City Housing Recovery Office, and has just completed an assignment on the New York City Rapid Repairs Program. She appreciates how important it is to carry out and finish this important program with the sense of urgency to rebuild these properties and get people back into homes quickly. Ms. Carroll brings an in-depth understanding of the complex issues facing the RREM program.

Additionally, Shaw selected Mr. John Moody, PE, to serve on the Chief Program Executive on the RREM program. Mr. Moody brings more than 28 years of large multidiscipline program management experience and a solid track record of complex problem solving. His responsibilities will include contract oversight and RREM start-up, homebuilder prequalification, and outreach efforts. As Chief Program Executive, Mr. Moody will also meet regularly with Jo Carroll and NJDCA to receive program feedback and will apply his 28 years of experience to provide the solutions and resources necessary for program success.

The six leads will report directly to Ms. Carroll and will be responsible for their functional area: John Moody, Start-Up; Roger Clifford, Homebuilder Prequalification, Outreach Plan, and Appeals; Sherie Goin, Application Review and Processing; Darren Hurley, Construction Manager; Patricia McQueary, Accounting and Reporting; and Mary Sharpio, Quality and Compliance Management. The Shaw team’s leads will be supported by experienced program staff with the necessary knowledge and experience of the processes, policies, and procedures that will be used across all functional areas of the program.
Exhibit 5.1. Qualifications of the Shaw team as evidence of our ability to perform the services required by the RREM program and to deliver MORE to the NJDCA.

<table>
<thead>
<tr>
<th>Name and Roles</th>
<th>Education and Registrations/ Certifications</th>
<th>Qualifications</th>
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<tbody>
<tr>
<td>John Moody, PE (Shaw)</td>
<td><strong>Education</strong>&lt;br&gt;BS, Civil Engineering, Texas A&amp;M University, College Station, Texas, 1984&lt;br&gt;MS, Range Science, Texas Tech University, Lubbock, Texas, 1979&lt;br&gt;BS, Wildlife Ecology, Texas A&amp;M University, College Station, Texas, 1976&lt;br&gt;<strong>Registrations</strong>&lt;br&gt;Professional Engineer (Civil): Texas&lt;br&gt;Texas Commission on Environmental Quality, Corrective Action Program Manager (CAPM)</td>
<td><strong>Summary</strong>&lt;br&gt;• 28 years of civil design, disaster housing management, and construction experience that includes 20 years of project management&lt;br&gt;• Managed the construction of &gt;2,500 houses under the Texas Department of Housing and Community Affairs’ (TDHCA) Texas Homeowner Assistance Program and Sabine Pass Restoration Program&lt;br&gt;• TDHCA interviewed Hurricane Rita program applicants and found they rated their customer satisfaction higher than the J.D. Powers 2010 New Homebuilders Customer Satisfaction Study participants&lt;br&gt;• Provided disaster recovery planning services for FEMA while working in the Austin Joint Field Office Planning Department during Hurricane Rita&lt;br&gt;• Manages and supervises engineering and construction components of multi-disciplined complex programs for state and local agencies&lt;br&gt;<strong>Relevant Project</strong>&lt;br&gt;• Program Manager, Texas Homeowner Assistance Program (THAP)/Sabine Pass Restoration Program (SPRP), ACS/Texas Department of Housing and Community Affairs (TDHCA), Austin, Texas, <strong>Reference</strong>: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue Austin, Texas 78701; Telephone: 512.475.3262; E-mail: <a href="mailto:kelly.crawford@glo.state.tx.us">kelly.crawford@glo.state.tx.us</a>&lt;br&gt;• Technical Advisor, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA), Galveston, Texas <strong>Reference</strong>: Heather Lagrone, Program Management Director, Texas General Land Office, 1700 Congress, Austin, Texas 78701, Telephone: 512.861.4944; Email: <a href="mailto:heather.lagrone@glo.texas.gov">heather.lagrone@glo.texas.gov</a></td>
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</table>
| Jo Carroll (Shaw)                   | **Education**<br>BS, Psychology, Texas A&M University, College Station, Texas, 1982 | **Summary**<br>• Ms. Carroll possesses extensive management and administrative experience in local, state, and federal programs that revitalize communities and assist low income families.<br>• She uses this knowledge and experience in designing and managing disaster recovery programs to re-house thousands of displaced residents.<br>• Program management experience of Texas Hurricane Rita and Hurricane Ike Programs<br>• Policy Coordinator for New York City Rapid Repairs Program<br>• 30 years of HUD and CDBG housing and Infrastructure program management experience<br>• Award-winning CDBG veteran<br>**Relevant Projects**<br>• CDBG Technical Advisor, New York City Hurricane Sandy Advisory Panel – New York City Housing Recovery Office,
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<tr>
<th>Name and Roles</th>
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<tr>
<td><strong>Roger Clifford, RPLS</strong> (Shaw) Start-Up Team Homebuilder Pre-qualifications &amp; Outreach Plan Lead Homebuilder Appeals Director of Construction Management Knowledge Transfer</td>
<td><strong>Education</strong> BS, Environmental Studies, Chadwick University, Birmingham, Alabama, 1980 <strong>Registrations</strong> Professional Registered Land Surveyor (Texas)</td>
<td><strong>New York, New York, Reference:</strong> Kevin F. Donnelly, PE, Assistant Commissioner, New York City Housing Recovery Office, 250 Broadway, New York, New York 10007, Telephone: 718.595.3041, Cell: Email: <a href="mailto:KDonnelly@dep.nyc.gov">KDonnelly@dep.nyc.gov</a>  • Policy and Process Coordinator, New York City Rapid Repairs Program (NYCRRP), New York City Dept of Environmental Protection, New York, New York, Reference: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design &amp; Construction, 250 Broadway, New York, New York, 10007, Office: 718.595.6183, Cell: Email: <a href="mailto:kmallon@dep.nyc.gov">kmallon@dep.nyc.gov</a>  • Program Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, Reference: Maureen Mahoney, Disaster Housing Manager, Texas General Land Office, Disaster Recovery Division, 1700 Congress, Austin, Texas 78701; Telephone: 512.861.4957, Email: <a href="mailto:Maureen.mahoney@glo.texas.gov">Maureen.mahoney@glo.texas.gov</a></td>
</tr>
<tr>
<td><strong>Praveen Udtha, PE</strong> – Shaw Start-Up Team Homebuilder Pre-qualifications &amp; Outreach Plan Homebuilder Appeals Knowledge Transfer Budget &amp; Financial Manager</td>
<td><strong>Education</strong> MS, Civil/Environmental Engineering, Texas Tech University, Lubbock, Texas 1993 BE, Civil Engineering, Osmania University, India, 1990 <strong>Registrations</strong> Professional Engineer</td>
<td><strong>Summary</strong>  • Mr. Udtha has 17 years of diversified environmental engineering design experience  • He manages resources, budgets, and schedules  • He recommends and implements cost saving techniques  <strong>Project Experience</strong>  • QA Inspector, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, Reference: Kathryn Mallon, Deputy Commissioner</td>
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<tr>
<td>Name and Roles</td>
<td>Education and Registrations/ Certifications</td>
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</table>
| Sherie Goin (Shaw) Start-Up Team Application Review and Processing Lead Homeowner Appeals NTP/Section 3 Compliance Knowledge Transfer | (Environmental): Louisiana, Registration No. 0031004 | Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov  
- Manager, Galveston County Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas,  
  Reference: Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, TX 77550; Telephone: 409.765.2658, Email: james.gentile@co.galveston.tx.us |
| Catherine Castaneda, PhD (Shaw) Start-Up Team Environmental Mitigation Knowledge Transfer | Education  
- Certifications  
  - Certified Public Housing Manager (PHM)  
  - Graduate Real Estate Designation  
  - EPA Certified Lead Risk Assessor  
  - EPA Certified Lead Inspector | Summary  
- Ms. Goin has over 29 years of experience in professional administrative and grants management expertise in local, state, and federal programs primarily in CDBG and Home.  
- More than 10 years experience with Section 8  
- Eight years of experience with Emergency Shelter/Solution Grant and Housing Opportunities for Person with AIDS  
- Currently overseeing 8 grants reporting systems for multiple grants (CDBG, HOME, ESG, HOPWA, HPRP, CDBG-R, NSP, ALERT12 – Lead Grant) for 5 different reporting systems (IDIS, DRGR, ESNAPS/HMIS, FSRS/FAFTA, Federal Reporting.gov)  
- Current level of oversight is over $15 million  
Relevant Projects  
- Community Development Coordinator (Supervisor), City of Fort Worth, Fort Worth, Texas, Reference: Charlie Price, President, Development Corporation of Tarrant County, 1509 Old University Drive, Fort Worth, Texas 76107, Telephone: 817-323-0681, Email: charlieprice@sbcglobal.net  
- Community Development Manager (Division Head/Supervisor), City of Grand Prairie, Grand Prairie, Texas, Reference: Tim Plummer, Public Housing Revitalization Specialist, 100 West Capital Street, Room 910, Jackson, Mississippi 39269, Telephone: 601-608-1735, Email: Timothy.P.Plummer@hud.gov |
| | Education  
- PhD, Geography, University of Texas at Austin, Austin, Texas, 2003  
- MS, Environmental Science, University of Texas Graduate School of Public Health, Houston, Texas, 1982  
- Dr. Castañeda is a bilingual environmental scientist with more than 35 years of experience in environmental investigation and remediation projects  
- Proven talent in community outreach and education roles, with ability to explain complex environmental issues and management strategies to individuals and groups  
- Specializes in field ecology; hazards geography; environmental mitigation; cultural geography of communities; geospatial data collection, analysis and management  
Relevant Projects  
- Environmental Manager, Bastrop County Complex Fire Recovery Program, Bastrop County, Texas, Client: Texas General Land Office, Bastrop County, Reference: Javier |
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<tr>
<th>Name and Roles</th>
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<th>Qualifications</th>
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| **Darren Hurley** (Shaw)  
Start-Up Team  
Homebuilder Pre-qualification & Outreach Plan  
Construction Management Lead  
Reconstruction Management Knowledge Transfer | **Education**  
Courses, Management, University of New Orleans, New Orleans, Louisiana | **Summary**  
- Over 30 years of experience in residential, commercial, and industrial construction  
- Managed and/or supervised construction projects ranging from ground to completion of commercial housing, apartments, condominiums, administrations, buildings, control rooms, warehouses, building renovation or remodel, construct, retirement housing, etc. to processing units to de-bottleneck, expansion and demolition of processing units  
- Managed diverse projects ranging from commercial projects as small as $5,000 to large projects and tasks up to $33 million  
**Relevant Projects**  
- Project Manager, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Lincy Joseph, Project Manager, New York City Department of Environmental Protection, 250 Broadway, New York, New York 10007, Telephone: 347.267.0871, Email: ljoseph@recovery.nyc.gov  
- Construction Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, **Reference**: Brad Hubbard, Program Manager, ACS, San Antonio, Texas, Telephone: 409.350.5954, Email: brad.hubbard@acs-inc.com  
- Construction Manager, Small Rental Property Program (SRPP), ACS/Shaw/ Louisiana Office of Community Development, Disaster Recovery Unit (OCD-DRU), Baton Rouge, Louisiana, **Reference**: Mark Maier, Program Director, MCMS, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: E-mail: mark.maier@road2la.org  
- Construction Manager, Texas Housing Assistance Program (THAP) and Sabine Pass Restoration Program (SPRP), ACS/Texas Department of Housing and Community Affairs (TDHCA), Galveston, Texas, December 2007 – December 2009, **Reference**: Don Atwell, Program Manager, ACS San Antonio, Texas, Email: don.atwell@acs-inc.com |
| **Peter Julio**, PE (Shaw)  
Start-Up Team | **Education**  
BS, Civil Engineering, | **Summary**  
- More than 18 years in the engineering and construction |
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<tr>
<th>Name and Roles</th>
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| **Homebuilder Pre-qualifications & Outreach Plan**  
Major Rehabilitation Lead  
Knowledge Transfer | Construction Management & Geotechnical Engineering, Drexel University  
**Registrations**  
Registered Professional Engineer (Civil), New Jersey | • Experienced with various types of construction including residential in New Jersey  
• Knowledgeable in preparing bid packages and RFQ submittals |
| **Joe Belcourt (Shaw)**  
Start-Up Team  
Property Assessor  
Knowledge Transfer | **Education**  
High School Diploma, General, Woodlawn High School, Baton Rouge, Louisiana, 1987  
**Certifications**  
IRC-Certified Field Inspector | **Summary**  
• Over 18 years of experience of construction management and inspection  
• Experienced working on environmental remediation projects  
• Extensive disaster relief programs, Q/C management and damage assessments experience  
**Relevant Projects**  
• QA Inspector, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Rachelle Squire, Project Manager, New York City Department of Environmental Protection, 250 Broadway, New York, New York 10007, Telephone: 718.612.2480, Email: rsquire@cityhall.nyc.gov  
• Field Inspector/Lead Damage Assessor, Galveston County Housing Assistance Program (GCHAP), ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, **Reference**: Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, Texas 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us |
| **Ayres Bradford (Shaw)**  
Start-Up Team  
Homeowner Appeals  
Construction Technician/Benefits Selections  
Knowledge Transfer | **Education**  
JD, Law, Mississippi College School of Law, Jackson, Mississippi, 2006  
BA, Political Science, Louisiana Tech University, Ruston, Louisiana, 2003  
**Registrations/Licenses**  
Attorney at Law (License No. 30409) Louisiana | **Summary**  
• Mr. Bradford is knowledgeable of CDBG rules and regulations, having worked for the Louisiana Small Rental Property Program as an appeals analyst, enabling him to track and analyze all data necessary to ensure compliance.  
• He also has three years of experience in the financial industry, and is an attorney licensed to practice in the state of Louisiana.  
• His strong communication skills are beneficial when providing technical assistance to grantees or consultants.  
• He has experience working in GIOS, the disaster recovery online system.  
• Knowledgeable of CDBG-DR programs  
**Relevant Projects**  
• Contractor Invoicing Specialist New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov |
### Name and Roles

<table>
<thead>
<tr>
<th>Mary Shapiro (Shaw)</th>
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<tr>
<td>Start-Up Team</td>
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<tr>
<td>Homeowner Appeals</td>
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<tr>
<td>NTPs/Section 3 Compliance</td>
</tr>
<tr>
<td>Quality &amp; Compliance</td>
</tr>
<tr>
<td>Management Lead</td>
</tr>
<tr>
<td>Knowledge Transfer</td>
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</tbody>
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<thead>
<tr>
<th>Amanda Bordelon (Shaw)</th>
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</thead>
<tbody>
<tr>
<td>Start-Up Team</td>
</tr>
<tr>
<td>Quality Assurance/Quality Control</td>
</tr>
<tr>
<td>Document Management &amp;</td>
</tr>
</tbody>
</table>

### Education and Registrations/Certifications

<table>
<thead>
<tr>
<th>Mary Shapiro (Shaw)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
</tr>
<tr>
<td>BS, Psychology, Louisiana State University, Baton Rouge, Louisiana, 2000</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Amanda Bordelon (Shaw)</th>
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</thead>
<tbody>
<tr>
<td>Education</td>
</tr>
<tr>
<td>BS, Environmental Science, Louisiana State University, Baton Rouge, Louisiana, 1995</td>
</tr>
</tbody>
</table>

### Qualifications

<table>
<thead>
<tr>
<th>Mary Shapiro (Shaw)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
</tr>
<tr>
<td>- Infrastructure Compliance Specialist, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Supplemental Staffing Services, Baton Rouge, Louisiana, Reference: Rowdy Gaudet, Infrastructure Director, Louisiana Office of Community Development-Disaster Recovery Unit, 150 N. Third Street, Baton Rouge, Louisiana 70801, Telephone: 225.342.7000, Email: <a href="mailto:rowdy.gaudet@la.gov">rowdy.gaudet@la.gov</a></td>
</tr>
<tr>
<td>- Appeals Analyst, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Baton Rouge, Louisiana, Reference: Rich Gray, Deputy Director, Louisiana Office of Community Development-Disaster Recovery Unit, 150 N. Third Street, Baton Rouge, Louisiana 70801, Telephone: 225.342.7000, Email: <a href="mailto:rich.gray@la.gov">rich.gray@la.gov</a></td>
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<thead>
<tr>
<th>Amanda Bordelon (Shaw)</th>
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<tbody>
<tr>
<td>Qualifications</td>
</tr>
<tr>
<td>- Developed the Information Storage site used by over 480 users to collect and store the Rapid Repairs Program Data</td>
</tr>
<tr>
<td>- Established and managed the process for collecting, documenting, scanning and storing over 17,000 registrantICA Project and completed data entry of all SIGIT system users for the Rapid Repairs Program and Project Manager QA/QC Sr. Manager, Small Rental Property Program (SRPP), Office of Community Development-Disaster Recovery Unit (OCD-DRU), Baton Rouge/New Orleans, Louisiana, Reference: Mark Maier, Program Director, MCMS (and Bradley Sweazy, Program Manager, Office of Community Development-Disaster Recovery Unit), 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a> E-mail: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a></td>
</tr>
<tr>
<td>- Project Manager-QA/QC Sr. Manager, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, Reference: Mark Maier, Program Director, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a> E-mail: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a></td>
</tr>
<tr>
<td>- Intake Director, Texas Homeowners Assistance Program (THAP), ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Austin and 22 Surrounding Counties, Texas, Reference: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue Austin, TX 78701; Telephone: 512.475.3262; E-mail: <a href="mailto:kelly.crawford@glo.state.tx.us">kelly.crawford@glo.state.tx.us</a></td>
</tr>
<tr>
<td>- More than 6 years of HUD and CDBG-DR housing program experience</td>
</tr>
<tr>
<td>- Versed in emergency action planning and response leadership</td>
</tr>
<tr>
<td>- Trained in mitigation services and FEMA-DR-guidelines</td>
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### Relevant Projects

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<thead>
<tr>
<th>Mary Shapiro (Shaw)</th>
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</thead>
<tbody>
<tr>
<td>Relevant Projects</td>
</tr>
<tr>
<td>- Project Manager-Compliance &amp; Monitoring Sr. Manager, Small Rental Property Program (SRPP), Office of Community Development-Disaster Recovery Unit (OCD-DRU), Baton Rouge/New Orleans, Louisiana, Reference: Mark Maier, Program Director, MCMS (and Bradley Sweazy, Program Manager, Office of Community Development-Disaster Recovery Unit), 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a> E-mail: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a></td>
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<tr>
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<td>- Project Manager-QA/QC Sr. Manager, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, Reference: Mark Maier, Program Director, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a> E-mail: <a href="mailto:mark.maier@road2la.org">mark.maier@road2la.org</a></td>
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<tr>
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<tr>
<td>Name and Roles</td>
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<td>----------------</td>
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<tr>
<td>Records Retention Knowledge Transfer Information Management Systems</td>
</tr>
<tr>
<td>Kelly Steinhauer (Shaw) Start-Up Team</td>
</tr>
<tr>
<td>Anthony Scott (Shaw) Homebuilder Pre-qualifications &amp; Outreach Plan Assignments/Bid Packages</td>
</tr>
<tr>
<td>Name and Roles</td>
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<tr>
<td>Mickey Tims AIA NCARB – (Shaw) Homebuilder Pre-qualifications &amp; Outreach Plan Construction Standards/House Design/Engineering</td>
</tr>
<tr>
<td>Jeremy Williams (Tutor Perini) Property Assessment</td>
</tr>
<tr>
<td>Name and Roles</td>
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<td>--------------------------------</td>
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<tr>
<td>Steve Young (Tutor Perini)</td>
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</tbody>
</table>
| Property Assessment            | Computer Programming Network Engineering, Ogeechee Technical College, Statesboro, Georgia Advanced Lotus, Database, UNIX, Swainsboro Technical Institute, Swainsboro, Georgia National Education Centers Internal Computer Repair, Phoenix, Arizona | • 21+ years of construction industry experience  
• Experienced in disaster recovery projects  
• Specialized expertise in project analysis and valuation |
| Carl Fricke (Tutor Perini)     | Overview                              | Relevant Projects                                                             |
| Property Assessment            |                                      | • Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, Reference: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov |
| Joseph Ehrhardt (FWH Associates) | Registrations/Licenses               | Summary                                                                      |
| Property Assessment            | Licensed Construction Official, New Jersey, License #007775  
Building Subcode Official  
HHS – High Rise/Hazard Specialist  
ICS – Industrial/Commercial Specialist  
RCS – Residential/Light commercial Specialist  
EIFS Special Inspector | • 25+ years of construction industry experience  
• Experience working on disaster recovery projects  
• Specialized experience in the subcontractor management |
| Ellen McCabe - McCabe          | Education                            | Relevant Projects                                                             |
| Environmental                   | BS, Biology, Cook College, Rutgers University, New Brunswick, New Jersey, 1984  
MPH, Public Health, University of Medicine & Dentistry of New Jersey, Piscataway, New Jersey, 2000 | • Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, Reference: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov |
| Lead-Based Paint & Asbestos    | Certifications                       | • More than 30 years of construction experience including residential, commercial, industrial, and institutional construction in low, mid, and high rise structures  
• Performs inspections and analysis of building components and structures, conducts field investigations, and prepares reports |
<p>|                                | ISO 9000 Certified Lead Inspector    |                                                                                |
|                                | NIOSH 582 Certified Asbestos Analyst  |                                                                                |</p>
<table>
<thead>
<tr>
<th>Name and Roles</th>
<th>Education and Registrations/Certifications</th>
<th>Qualifications</th>
</tr>
</thead>
</table>
| John Chiaviello  
(McCabe Environmental)  
Lead-Based Paint & Asbestos | **Education**  
MS, Biology, Montclair State College, 2000  
BS, Biology, Roanoke College, 1984  
**Certifications**  
EPA/AHERA Accredited Asbestos Project Designer  
EPA/AHERA Accredited Asbestos Inspector/Management Planner  
EPA/New Jersey Certified Lead Inspector/Risk Assessor  
EPA/New York Certified Lead Risk Assessor  
New Jersey Asbestos Safety Technician  
NIOSH 582-Asbestos Analyst  
NIOSH AAR-Registered Asbestos Analyst  
Radiation Safety Certificate for Lead-Based Paint Detection Equipment (XRF)  
Certified Microbial Consultant  
New Jersey Radon Measurement Specialist | Bronx, New York  
**Summary**  
- 27 years of experience in environmental and industrial hygiene including asbestos, lead-based paint, indoor air quality and industrial hygiene testing and inspections using real-time instrumentation and standard wet chemistry  
**Relevant Projects**  
- Project Manager, Asbestos Abatement, New Jersey Transit/The CM Consortium ARC Tunnel Project - Tonnelle Avenue Underpass, North Bergen, New Jersey  
- Project Manager, Asbestos and Lead-Based Paint Investigation, Surveys and Abatement Monitoring, New York City School Construction Authority (SCA), New York, New York  
- Paint Investigation, Surveys and Abatement Monitoring, New York City Department of Design and Construction, New York, New York  
- Project Manager, Asbestos and Lead-Based Paint Abatement, New York Pennsylvania Station, New Jersey Transit, New York, New York |
| Robert Lee, PLS  
-Lippincott Jacobs  
Surveyor/Elevation Certificates/Geotechnical | **Education**  
Surveying for Professionals, Gloucester County College  
Professional Land Surveyors Review, Drexel University  
Boundary Control and Legal Principals, Rutgers University, Camden, New Jersey  
Surveying, Legal Aspects of Land Title Surveying, and Fundamentals of Surveying, Camden County, Vermont  
**Registration**  
Professional Land Surveyor, New Jersey, Registration No. 36741 | **Summary**  
- More than 30 years of experience in all phases of land development surveying, including a strong background in boundary, title and topographic surveys, and construction layout. He has directed hundreds of surveys (topographic, ALTA/ACSM and outbound) for a variety of tracts ranging in size from 2 to 500 acres for commercial, industrial, residential and governmental uses  
- Experience with New Jersey shore flood elevation certificates and existing conditions surveys  
**Relevant Projects**  
- Lead Professional Land Surveyor, HESS Newark Energy Center for PB Power, Newark, New Jersey, **Reference:** Donald Cecich, Assistant Vice President, PB Power, 75 Arlington Street, 4th Fl. Boston, Massachusetts 02116, Telephone: 617-960-4864, Email: cecich@pbworld.com  
- Lead Professional Land Surveyor, Lakehurst Naval Air Station Advanced Arresting Gear Test Site for Ranco Construction, Lakehurst, New Jersey, **Reference:** Scott Berry, President, Ranco Construction, 2 Coleman Court, Southampton, New Jersey 08088, Telephone: 609-702-
<table>
<thead>
<tr>
<th>Name and Roles</th>
<th>Education and Registrations/ Certifications</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murat Arkan, PE (Lippincott Jacobs) Surveyor/Elevation Certificates/Geotechnical</td>
<td><strong>Education</strong>&lt;br&gt;MS, Civil/Geotechnical Engineering, Drexel University, Philadelphia, PA, 1993&lt;br&gt;BS, Civil Engineering, Middle East Technical University, Ankara, Turkey, 1981</td>
<td><strong>Summary</strong>&lt;br&gt;• Mr. Arkan has diverse experience with all types of foundation systems, ranging from shallow footings and mats to piles and drilled piers; settlement and slope stability analyses; earth retaining structures; flexible and rigid pavements, and many ground modification applications.&lt;br&gt;• He also directs laboratory investigations, carries out refined engineering analyses, reviews and prepares geotechnical engineering reports.&lt;br&gt;• He has direct supervision of all geotechnical related drilling activities for projects of various sizes.&lt;br&gt;• He is well-versed with computer software applications in various&lt;br&gt;<strong>Relevant Projects</strong>&lt;br&gt;• Geotechnical Project Engineer, Lockheed Martin Combat Engineering Research Building for Fay Spofford &amp; Thorndike, LLC, Moorestown Township, New Jersey, Reference: Mike Govoni, PE, Senior Project Manager, Fay Spofford &amp; Thorndike, LLC, 5 Burlington Woods, Burlington, Massachusetts 01803, Telephone: 781.221.1213, Email: <a href="mailto:MGovoni@fstinc.com">MGovoni@fstinc.com</a>&lt;br&gt;• Geotechnical Project Engineer, Widener University, New Building Addition, Chester, Pennsylvania, Reference: Mr. Steve Vaspoli, Vaspoli Custom Builders, Inc., 18 Sycamore Drive, Blackwood, New Jersey 08012, Telephone: 856.374.1189, Email:</td>
</tr>
<tr>
<td>Tara Gass – Shaw Duplication of Benefits/ Grant Award Determination</td>
<td><strong>Education</strong>&lt;br&gt;BA, Communications, Tulane University, New Orleans, Louisiana, 2003&lt;br&gt;ABA, Tulane University, New Orleans, Louisiana, 2003</td>
<td><strong>Summary</strong>&lt;br&gt;• Proven success in capacity development, program implementation, process improvement and strategic planning for organizations looking to provide quality services to diverse communities&lt;br&gt;• Experienced administrator of Public &amp; Indian Housing, Housing Choice Voucher Program, Disaster Housing Assistance Program, Project Based Vouchers, Permanent Supportive Housing &amp; Family Self Sufficiency&lt;br&gt;• Specializing in the removal of the limiting silo structures that exist in many affordable housing and community development practices&lt;br&gt;<strong>Relevant Projects</strong>&lt;br&gt;• Community Outreach Assistant, Small Rental Property Program (SRPP), Louisiana Office of Community Development (OCD), Metairie, Louisiana, Reference: Mary Shapiro, Marketing Specialist, 3131 N. I-10 Service Road East, Suite 402, Metairie, Louisiana 70002, Telephone: 225.330.0582, Email: <a href="mailto:mary.shapiro@shawgrp.com">mary.shapiro@shawgrp.com</a>&lt;br&gt;• Community Outreach Assistant, Hazard Mitigation Grant Plan (HMGP), Louisiana Office of Community Development (OCD), New Orleans, Louisiana, Reference: Cara Stevens, Group Leader, Louisiana Office of Community Development, 2021 Lakeshore Drive, New Orleans, Louisiana 70122, Telephone: 504.284.2040, Email:</td>
</tr>
<tr>
<td>Name and Roles</td>
<td>Education &amp; Registrations/Certifications</td>
<td>Qualifications</td>
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<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Kimberly Flowers (Shaw)</td>
<td><strong>Education</strong></td>
<td><a href="mailto:cara.stevens@mitigatela.com">cara.stevens@mitigatela.com</a></td>
</tr>
<tr>
<td>Duplication of Benefits/</td>
<td></td>
<td></td>
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<tr>
<td>Grant Award Determination</td>
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<tr>
<td></td>
<td><strong>Education</strong></td>
<td><strong>Summary</strong></td>
</tr>
<tr>
<td></td>
<td>Coursework, General Studies,</td>
<td>• Mrs. Flowers has over 12 years of experience managing</td>
</tr>
<tr>
<td></td>
<td>Southern University A&amp;M,</td>
<td>FEMA and HUD grants for the State of Louisiana.</td>
</tr>
<tr>
<td></td>
<td>Baton Rouge, Louisiana</td>
<td>• As a member of the Shaw Team, she is currently an HMGP</td>
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<tr>
<td></td>
<td></td>
<td>specialist for 9 Parishes that span across the State of</td>
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<tr>
<td></td>
<td></td>
<td>Louisiana. The grants she manages are both residential</td>
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<td></td>
<td></td>
<td>and commercial having grant totals of up to $2 million.</td>
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<td></td>
<td></td>
<td>• Ms. Flowers has also fulfilled numerous roles on the Office</td>
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<td></td>
<td></td>
<td>of Community Development, Disaster Recovery Unit (OCD-DRU) Hazard Mitigation</td>
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<td></td>
<td></td>
<td>Grant Program (HMGP) Project ranging from developing policies and procedures</td>
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<td></td>
<td></td>
<td>to managing the largest office in the program. She was</td>
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<td></td>
<td></td>
<td>responsible for administering $600,000 in grant funds.</td>
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<td></td>
<td><strong>Training</strong></td>
<td><strong>Relevant Projects</strong></td>
</tr>
<tr>
<td></td>
<td>Managing Floodplain Development through</td>
<td>• Mitigation Specialist Plaquemines Parish Hurricanes</td>
</tr>
<tr>
<td></td>
<td>the NFIP, Emergency Management Institute</td>
<td>Katina, Rita, Isaac and Gustav Hazard Mitigation Program, Plaquemines Parish,</td>
</tr>
<tr>
<td></td>
<td>Introduction to Incident Command System</td>
<td><strong>Reference:</strong> Benny Puckett, Grant Administration, Plaquemine Parish, Belle</td>
</tr>
<tr>
<td></td>
<td>100, Emergency Management Institute</td>
<td>Chasse, Louisiana, 70037, Phone: 504.297.5000, Email:</td>
</tr>
<tr>
<td></td>
<td>FEMA Professional Development Series,</td>
<td><a href="mailto:bpuckett@plaqueminesparish.com">bpuckett@plaqueminesparish.com</a></td>
</tr>
<tr>
<td></td>
<td>Emergency Management Institute</td>
<td></td>
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<tr>
<td></td>
<td>Hazard Mitigation Grant Program Planning,</td>
<td>**Community Development Coordinator, Hazard Mitigation</td>
</tr>
<tr>
<td></td>
<td>Emergency Management Institute</td>
<td>Grant Program, Louisiana Office of Community</td>
</tr>
<tr>
<td></td>
<td>Introduction to the Hazard Mitigation</td>
<td>Development, Disaster Recovery Unit, Baton Rouge, Louisiana, <strong>Reference:</strong></td>
</tr>
<tr>
<td></td>
<td>Grant Program, Emergency Management</td>
<td>William Haygood, OCD-DRU, 201 North Third Street, Site 7-270, Baton Rouge,</td>
</tr>
<tr>
<td></td>
<td>Institute</td>
<td>Louisiana 70801, Telephone: 225.342.7412</td>
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<tr>
<td></td>
<td>Basic Non-Commissioned Officer Course</td>
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<tr>
<td>Ramsey Muallem (Shaw)</td>
<td><strong>Education</strong></td>
<td></td>
</tr>
<tr>
<td>Duplication of Benefits/</td>
<td>BS, Bioenvironmental Sciences,</td>
<td></td>
</tr>
<tr>
<td>Grant Award Determination</td>
<td>Texas A&amp;M University, College Station,</td>
<td></td>
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<tr>
<td></td>
<td>Texas, 2001</td>
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<tr>
<td></td>
<td></td>
<td><strong>Summary</strong></td>
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<tr>
<td></td>
<td></td>
<td>• Site-Specific Environmental Review (SSER) analysis for housing</td>
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<tr>
<td></td>
<td></td>
<td>(reconstruction, rehabilitation, and down-</td>
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<tr>
<td></td>
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<td>payment assistance [DPA]) and infrastructure projects for the Bastrop County</td>
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<tr>
<td></td>
<td></td>
<td>Complex Fire Recovery Program (BCCFRP).</td>
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<td></td>
<td></td>
<td>• Site reconnaissance (field observations) for infrastructure sites</td>
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<tr>
<td></td>
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<td>targeted for emergency repairs and housing sites</td>
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<td></td>
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<td>damaged by the Bastrop County 2011 Wildfire</td>
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<td></td>
<td></td>
<td><strong>Relevant Projects</strong></td>
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<tr>
<td></td>
<td></td>
<td>• Environmental Scientist, Bastrop County Complex Fire</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recovery Program, Texas General Land Office, Bastrop County, Texas, <strong>Reference:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kelly Warner, Project Oversight Manager, Texas General Land Office, 1700</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Congress, Austin, Texas 78701, Telephone: 512.861.4966, Email:</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:kelly.warner@glo.texas.gov">kelly.warner@glo.texas.gov</a></td>
</tr>
<tr>
<td>Libby Corby (Shaw)</td>
<td><strong>Education</strong></td>
<td></td>
</tr>
<tr>
<td>Construction Technician/Benefit</td>
<td>BA, Interior Design, Louisiana</td>
<td></td>
</tr>
<tr>
<td>Selection</td>
<td>State University, Baton Rouge,</td>
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<tr>
<td></td>
<td>Louisiana, 1982</td>
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<td></td>
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<td><strong>Summary</strong></td>
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<tr>
<td></td>
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<td>• Developed organizational structure and daily reports/</td>
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<td></td>
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<td>metrics to successfully manage 140 field personnel for the NYC</td>
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<td>Rapid Repair Program</td>
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<td>• Managed aggressive ramp-up and ramp-down of personnel while maintaining</td>
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<td>efficiency, production and cost-effectiveness for the client</td>
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<td>• Anticipated future customer service needs and developed</td>
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<tr>
<td>Michael Purdom (By the Sea Services)</td>
<td>CQC Certification, U.S. Army Corps of Engineers</td>
<td>Summary</td>
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<tr>
<td>Reconstruction Superintendent</td>
<td></td>
<td>More than 23 years of residential and commercial construction experience</td>
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<td></td>
<td></td>
<td>Experience responding to emergency property inspection requests from homeowners following Superstorm Sandy</td>
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<td>Currently providing construction management and construction services to homeowners in the affected areas of New Jersey</td>
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<td>Relevant Projects</td>
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<td>Project Manager, Multiple Super Storm Sandy Residential Homes, New Jersey Shore Area</td>
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<tr>
<td>Jim Gragson (Tutor Perini)</td>
<td>BS, Civil Engineering, Western Kentucky University, Bowling Green, Kentucky</td>
<td>Summary</td>
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<tr>
<td>Major Rehabilitation Superintendent</td>
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<td>30+ years of construction experience</td>
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<td>Understands the requirements for HUD and CDBG-DR funding</td>
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<td>Experienced manager working with individual homeowners in large-scale disaster recovery programs</td>
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<td>Relevant Projects</td>
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<tr>
<td></td>
<td></td>
<td>Project Manager, New York City Rapid Repairs Program (NYCRRP), City of New York, New York, New York, New York, New York</td>
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<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:kmallon@dep.nyc.gov">kmallon@dep.nyc.gov</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Executive, Post-Disaster Residential Home Repair and Construction Services, Mississippi Development Authority, Harrison County, Mississippi, Reference: Nell Rogers, Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, Mississippi 39201, Office: 601.359.9341, Email: <a href="mailto:nrogers@mississippi.org">nrogers@mississippi.org</a></td>
</tr>
<tr>
<td>John Bihm (Shaw)</td>
<td>Masters of Science, Engineering Management, Drexel University, 2005 BS, Richard Stockton College, 1993 BS, Civil Engineering, Temple University, 1987 Certificates</td>
<td>Summary</td>
</tr>
<tr>
<td>Minor Rehabilitation Manager</td>
<td></td>
<td>More than 26 years of residential and commercial construction experience in New Jersey</td>
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<td>Relevant Projects</td>
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<td>Principal Project Engineer, Manchester Township Department of Public Works and Utilities, Manchester, New Jersey</td>
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<td></td>
<td>Director of Land Development, Signature Homes, West Berlin, New Jersey</td>
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<td>Name and Roles</td>
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| **ACI Concrete Field Testing Technician - Grade I (currently enrolled)**  
**ACI Concrete Construction Technology Course (CCTC) (meets the certification requirements of the NJ DOT and the Port Authority of NY & NJ)**  
**Certified Underwater Construction Diver**  
**NJ R.C.S Building Inspector Certificate**  
**NJ Building Subcode Certificate**  
**NJ I.C.S Fire Inspector Certificate** |                                                                                                                                                                                                                                         |                                                                                                  |
| **Parker Cole (Shaw)**  
**Minor Rehabilitation Superintendent** | **Education**  
Coursework, 51 Bravo and 11 Charlie, Carpentry, Masonry, and Mortars, Army National Guard, 1997 – 2002  
Coursework, McNeese State University, Lake Charles, Louisiana 1999 – 2000  
Coursework, University of Southwestern Louisiana, Lafayette, Louisiana, 1998 – 1999 | **Summary**  
- 7 years of experience in disaster recovery housing programs  
- 10 years of experience in construction and quality control  
**Relevant Projects**  
- Customer Service Representative, Program Management Services, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, Reference: Erica Keberle, Deputy Director of Legislative Affairs, New York City Mayor’s Office, 253 Broadway, New York, New York 10007; Telephone: 212.788.2832; E-mail: ekeberle@cityhall.nyc.gov  
- QC Manager, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Various Locations, Louisiana, Reference: Mark Maier, Program Director, MCMS, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Office: 225.330.0535, Cell: E-mail: mark.maier@road2la.org  
- Safety & Security Manager, Louisiana Road Home Program, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Various Locations, Louisiana, Reference: Mark Maier, Program Director, MCMS, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: E-mail: mark.maier@road2la.org |                                                                                                  |
| **Donald Kellar**  
**Construction Inspector** |                                                                                                                                                                                                                                         |                                                                                                  |
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| **David Quatman**        | **Education** AA, Business Management, Anne Arundel Community College | **Summary** 30+ years experience of construction management  
Experience working on disaster recovery projects  
Specialized experience in project management, budget analysis, and construction scheduling  
**Relevant Projects**  
Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov  
Superintendent, Hurricane Repairs and Renovations, Imperial Palace Casino, Biloxi, Mississippi, **Reference**: Jon Lucas, Imperial Palace of Mississippi, 850 Bayview Avenue, Biloxi, Mississippi 39531. |

**Steven Ball** (Tutor Perini)  
Construction Inspector

| **Brandon Skaff** (Tutor Perini)  
Construction Inspector | **Education** MS, Architecture and Urban Design, Tulane University, New Orleans, Louisiana BA, Architecture, Tulane University, New Orleans, Louisiana | **Summary** 20+ years of construction experience as a residential homebuilder  
Experienced working on disaster recovery projects  
Specialized experience in field management and supervision  
**Relevant Projects**  
Superintendent, Isle of Capri Casino, Cape Girardeau, Missouri, **Reference**: Mr. Richard Meister, Isle of Capri Cape Girardeau, LLC, 600 Emerson Rd, Suite 300, St. Louis, Missouri 63141, Telephone: 314.910.1269 |

| **Brandon Skaff** (Tutor Perini)  
Construction Inspector | **Education** MS, Architecture and Urban Design, Tulane University, New Orleans, Louisiana BA, Architecture, Tulane University, New Orleans, Louisiana | **Summary** 15+ years industry experience  
Experienced working on disaster recovery projects  
Specialized experience in logistics and coordination  
**Relevant Projects**  
Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov |
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| **Chuck Jackson**<br>(Tutor Perini)<br>*Construction Inspector* | **Education**<br>Bachelor of Science, Construction Science & Management, Clemson University, Clemson, South Carolina | **Summary**<br>- 25+ years construction industry experience<br>- Experience working on disaster recovery projects and other large complex projects<br>**Relevant Projects**<br>- Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, **Reference**: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Office: 718 595 6183, Email: kmallon@dep.nyc.gov | }

| **Brian Murphy, PE, PP, CME – (FWH Associates)**<br>*Construction Inspector* | **Education**<br>BS, Civil Engineering, New Jersey Institute of Technology, Newark, New Jersey, 1995<br>**Licenses/Registrations**<br>New Jersey Licensed Professional Engineer, License No. 42000<br>New Jersey Licensed Professional Planner, License No. LI005597<br>Certified Municipal Engineer, Certificate No. 779 | **Summary**<br>- 17 years of all phases of residential engineering and construction management and inspection<br>- Mr. Murphy has been responsible for the completion of a wide variety of plans and reports for both private and municipal clients.<br>- Projects include all aspects of residential subdivisions, commercial/industrial site plans, structural damage evaluations of residential structures, commercial and residential septic disposal systems, storm water management, site assessments, feasibility studies, subsurface evaluation and testing, site remediation, sewage pump station design, environmental permitting, road design, sanitary and potable water systems.<br>**Relevant Projects**<br>- Numerous residential, commercial, and industrial projects in New Jersey | }

| **Daniel Ciarcia, PE**<br>(FWH Associates)<br>*Construction Inspector* | **Education**<br>BS, Civil Engineering Technology, New Jersey Institute of Technology, Newark, New Jersey, 2002<br>**Registrations**<br>Professional Engineer, New Jersey, License 496140<br>Registered Professional Engineer, Pennsylvania, License PE080188 | **Summary**<br>- Mr. Ciarcia is responsible for field inspections and preparation of engineering reports for Condominium and Homeowner Associations.<br>- He performs and coordinates field inspections and prepares detailed engineering reports to document defects in building and site work construction.<br>- Building construction types range from low-rise to high-rise buildings of new and old construction.<br>- In addition to investigating and diagnosing issues with building components, Mr. Ciarcia works with a team of architects and engineers to provide technically sound solutions and repair budgets.<br>- Mr. Ciarcia is also responsible for presenting these reports to clients, other engineers, attorneys and developers.<br>**Relevant Projects**<br>- Numerous residential, commercial, and industrial projects in New Jersey | }

| **Joseph Petrucelli, PE**<br>(FWH Associates)<br>*Construction Inspector* | **Education**<br>MS, Civil Engineering, New Jersey Institute of Technology, Newark, New Jersey, 1972<br>BS, Civil Engineering, New Jersey, 1970 | **Summary**<br>- More than 40 years of construction inspection experience in New Jersey<br>**Relevant Projects**<br>- Numerous residential, commercial, and industrial projects | }
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| Daniel Rush, PE, PP, RS (FWH Associates)  
*Construction Inspector* | **Education**  
BE, Civil Engineering, Stevens Institute of Technology, Hoboken, New Jersey, 1988  
**Registrations**  
Professional Engineer, New Jersey License No. 38286  
Professional Planner, New Jersey License No. 5362  
Professional Engineer, Pennsylvania License No. PE080177  
Community Associations Institute Reserve Specialist, RS Designation No. 6 | **Summary**  
• More than 20 years of engineering and construction inspection experience in New Jersey  
• Mr. Rush is responsible for supervision of the preparation of engineering plans and reports for both private sector and municipal clients.  
• Also responsible for supervision of the preparation of all construction plans, construction specifications, and reports for condominiums and homeowner associations. Mr. Rush is also responsible for all phases of the project for the planning stage through design, including representation at board meetings, testimony at public hearings and construction management.  
**Relevant Projects**  
• Numerous residential, commercial, industrial, and community association projects in New Jersey |
| Patrick McAlary, AIA NCARB – (FWH Associates)  
*Construction Inspector* | **Education**  
BA, Architecture, New Jersey Institute of Technology, Newark, New Jersey, 1993  
**Registrations**  
Registered Architect, New Jersey License No. 15697  
Master Plumber, New Jersey License No. B7185  
Community Associations Institute, Reserve Specialist, R.S. Designation No. 26 | **Summary**  
• 10 years of residential design and project management experience in New Jersey including design drawings, specifications, and as-built drawings.  
• Similarly, Mr. McAlary attends Township Board meetings to present these plans.  
• He is a member of the American Institute of Architects giving him the AIA designation, and is registered with the National Council of Architectural Registration Boards (NCARB).  
• Mr. McAlary is accepted as a construction expert by the Superior Court of New Jersey and provides expert testimony  
**Relevant Projects**  
• Numerous residential, commercial, industrial, and community association projects in New Jersey |
| Brian Flannery, PE, LS, PP, RA (FWH Associates)  
*Construction Inspector* | **Education**  
BE, Civil Engineering, Stevens Institute of Technology, Hoboken, New Jersey, 1975  
**Registrations**  
Registered Architect, New Jersey License No. 13059  
Professional Engineer, New Jersey License No. 26283  
Professional Engineer, New York License No. 62380 | **Summary**  
• More than 37 years of engineering and construction management and inspection experience including municipal, residential, and commercial/industrial in New Jersey  
• Mr. Flannery is also responsible for all phases of the project from the planning stage through design and construction, including representation at meetings and testimony at public hearings.  
• He has testified as an expert witness for hundreds of land development projects before Planning Boards and Zoning Boards of Adjustment throughout the State of New Jersey. |
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| **Patricia McQueary, CPA**<br>(Shaw)<br>Accounting & Reporting Lead | Professional Engineer, Pennsylvania License No. 40145  | Relevant Projects  
- Numerous residential, commercial, industrial, and community association projects in New Jersey |
|            | Professional Engineer, Delaware License No. 8917 |  |
|            | Professional Engineer, Vermont License No. 4219 |  |
|            | Professional Land Surveyor, New Jersey License No. 26283 |  |
|            | Professional Planner, New Jersey License No. 2306 |  |
|            | Underground Storage Tank Evaluation, New Jersey Certification No. E0000081 |  |
| **John Goforth**<br>(Worley Catastrophe Response)<br>Document Management & Records Retention Information Management System | MBA, Business Administration, Rider College, Lawrenceville, New Jersey, 1987 | Summary  
- More than 20 years of progressive experience in reporting, budgeting and forecasting in corporate and operations environments  
- Strong technical skills with a track record in implementing accounting policies and procedures, improving department efficiency and maintaining strong internal controls |
|            | BBA, Accounting, Western Michigan University, Kalamazoo, Michigan, 1982 |  |
| **Barry Conaway, CSP, OHST**<br>(Shaw)<br>Health & Safety Manager | Certified Public Accountant (CPA), State of New Jersey | Relevant Projects  
- Health and Safety Manager, Hurricane Katrina/City of New Orleans, City of New Orleans, New Orleans, Louisiana,  |
|            | Education | Summary  
- 20 years experience in the insurance claims industry  
- 15 years experience managing natural and environmental catastrophes  
- Experience in liaison work with state and local officials  |
<p>|            | MBA, Business Administration, Rider College, Lawrenceville, New Jersey, 1987 |  |
|            | BBA, Accounting, Western Michigan University, Kalamazoo, Michigan, 1982 |  |
|            | All Lines Adjuster License, Texas |  |
|            | Property License, Georgia, Michigan, Mississippi, New Mexico, and North Carolina |  |
|            | State Farm Wind/Hail Certification |  |
|            | State Farm Estimatics Certification |  |
|            | Xactimate Certification |  |
|            | BS, Occupational Safety and Hygiene Management, Millersville University of Pennsylvania, 1994 |  |
|            | Certified Safety Professional (CSP), Nationwide |  |
|            | Occupational Health &amp; Safety Technician (OHST), Nationwide |  |</p>
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<td><strong>Keith Perez</strong> <em>(Shaw)</em>&lt;br&gt;Project Controls</td>
<td>Education&lt;br&gt;BE, Chemical Engineering, Pennsylvania State University, State College, Pennsylvania, 2006</td>
<td><strong>Summary</strong>&lt;br&gt;• Mr. Perez has created various project schedules in P3, P6, and P7 environments in support of the engineering, procurement, construction of large-scale projects. He prepared for engineering services, from conceptual design, and from Released for Construction drawings.&lt;br&gt;• He was part of the scheduling team for the $1.1 billion USACE Inner Harbor Navigation Canal Surge Barrier project along the Gulf Coast to protect New Orleans and the Louisiana coast from future hurricanes after the Hurricane Katrina in 2005.&lt;br&gt;<strong>Relevant Projects</strong>&lt;br&gt;• Cost/Scheduler, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, <strong>Reference:</strong> Kathryn Mallon, Deputy Commissioner, New York City Department Environmental Protection/Bureau of Engineering, Design &amp; Construction, 250 Broadway, New York, New York, Telephone: 718.595.6183, Email: <a href="mailto:kmallon@dep.nyc.gov">kmallon@dep.nyc.gov</a></td>
</tr>
<tr>
<td><strong>Melissa Oliver</strong> <em>(Shaw)</em>&lt;br&gt;Procurement/Subcontracts</td>
<td>Education&lt;br&gt;Coursework, Science, San Jacinto College, Houston, Texas</td>
<td><strong>Summary</strong>&lt;br&gt;• Ms. Oliver has over 14 years of business administration experience and support on construction and engineering sites.&lt;br&gt;• She has experience handling site procurement of equipment and materials and subcontractor services, AP/AR, working fund and Pcard accounts, client invoicing, financial reporting, tracking of personnel time and government property.&lt;br&gt;• She has prepared environmental progress and monitoring reports for submittal to the NJDEP and PADEP for retail petroleum customers.&lt;br&gt;• Additionally, she served as the project administrator on the emergency response Anthrax Bioterrorism Site in Trenton.&lt;br&gt;<strong>Relevant Projects</strong>&lt;br&gt;• Project Business Administrator, Anthrax Bioterrorism Site, U.S. Postal Service, Trenton, New Jersey</td>
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<tr>
<td><strong>Hope Poole</strong> <em>(Shaw)</em>&lt;br&gt;Billing Specialist</td>
<td>Education&lt;br&gt;BS, Accountancy, Southern University A&amp;E College, Baton Rouge, Louisiana, 2006</td>
<td><strong>Summary</strong>&lt;br&gt;• Ms. Poole is an experienced accountant and project billing specialist.&lt;br&gt;• She is well versed in project start-up, auditing, reporting, and reconciliation.&lt;br&gt;• She works with project management to ensure proper financial control over all projects.</td>
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| Shannon Peel (Shaw)  | Education: Bachelor of Public Policy and Administration, Justice & Public Safety, Auburn University of Montgomery, Montgomery, Alabama, 1994 AS, General Education, Central Alabama Community College, Alexander City, Alabama, 1992 | **Summary**<br>- Mr. Peel has 19 years of combined experience.  
- The last 14 years of Mr. Peel’s career have been spent as a cost scheduler in the project controls department.  
- He has been assigned to numerous fixed price and cost reimbursable commercial and government controlled projects ranging from $5 to $42 million in revenue.  
- Mr. Peel is responsible for the implementation and reporting of company standard cost and scheduling processes as well as development of project specific controls processes.  
- Mr. Peel’s ability to communicate with internal and client personnel and apply these processes in timely and accurate manner promotes the success of the assigned project.  
**Relevant Projects**<br>- Cost Scheduler, U.S. Coast Guard Vessel/Debris Removal, U.S. Coast Guard, New Orleans, Louisiana  
- Cost Scheduler, Belle Chase Unwatering, Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), Belle Chase, Louisiana  
- Cost Scheduler, City of Lafitte Unwatering, Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), Lafitte, Louisiana |
SECTION 6: Resumes
Section 6 – Resumes

In the following section, Shaw has included resumes for all management, supervisory and support personnel who will be assigned to the RREM program. Our resumes are structured to emphasize relevant qualifications and experience of team members and to clearly identify their experience on successfully completing contracts of similar size and scope to the NJDCA RREM program. In addition, we have provided project start and end dates for each similar contract as well as a description of the project and how each team member’s work on the project relates to the team member’s ability to contribute to the overall success of the RREM program. With respect to each similar contract, we have included contact information for reference checks. No key team member, subcontractor or their key members are listed on any state or federal suspension, debarment or disqualification list.
John Moody, PE, CAPM
Chief Program Executive
Start-Up Team
Homebuilder Prequalifications & Outreach Plan
Knowledge Transfer

Firm
Shaw Environmental, Inc.
A CB&I Company

Years of Experience
28 years

Education
Bachelor of Science, Civil Engineering, Texas A&M University, College Station, Texas, 1984
Master of Science, Range Science, Texas Tech University, Lubbock, Texas, 1979
Bachelor of Science, Wildlife Ecology, Texas A&M University, College Station, Texas, 1976

Highlights
- 28 years of civil design, disaster housing management, and construction experience that includes 20 years of project management
- Managed the construction of >2,500 houses under the Texas Department of Housing and Community Affairs’ (TDHCA) Texas Homeowner Assistance Program and Sabine Pass Restoration Program
- TDHCA interviewed Hurricane Rita program applicants and found they rated their customer satisfaction higher than the J.D. Powers 2010 New Homebuilders Customer Satisfaction Study participants
- Provided disaster recovery planning services for FEMA while working in the Austin Joint Field Office Planning Department during Hurricane Rita
- Manages and supervises engineering and construction components of multi-disciplined programs for state and local agencies

Registrations
- Professional Engineer (Civil): Texas
- Texas Commission on Environmental Quality, Corrective Action Program Manager (CAPM)

Professional Summary
Mr. Moody manages various disaster-housing construction and Community Development Block Grant (CDBG)-funded programs. He is experienced in coordinating with U.S. Housing & Urban Development (HUD) representatives and stakeholders on disaster housing programs that include grant administration for housing and non-housing, as well as program funding services. Additionally, Mr. Moody is an experienced civil engineer with land development, street, drainage, utility, water, and wastewater design capabilities. He has extensive expertise in project conceptualization and management, development of operation plans and engineering designs, preparation of budgets and schedules, permitting, specification development, bidding, and construction administration.

Relevant Project Experience
Technical Advisor, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA), Galveston, Texas, December 2010 – July 2012
Mr. Moody served as a technical advisor on all aspects of the Galveston County Disaster Housing Assistance Program. Working with the program manager and a team of construction professionals, Mr. Moody provided advice on managing and overseeing eight reconstruction homebuilders and the 11 rehabilitation contractors. He collaborated with project staff, county staff, and elected officials, homebuilders, homeowners, municipal inspectors and officials, and state inspectors and officials. Mr. Moody also provided executive oversight for damage assessments, inspections and construction management services to applicants impacted by this federally declared hurricane disaster.

Reference: Heather Lagrone, Program Management Director, Texas General Land Office, 1700 Congress, Austin, Texas 78701, Telephone: 512.861.4944; Email: heather.lagrone@glo.texas.gov
Program Manager, Texas Homeowner Assistance Program (THAP)/Sabine Pass Restoration Program (SPRP), ACS/Texas Department of Housing and Community Affairs (TDHCA), Austin, Texas, January 2008 – December 2010

Mr. Moody managed two Hurricane Rita disaster recovery programs funded by HUD CDBG-DR and administered by the TDHCA. He managed the environmental, intake, and construction functions of the housing construction programs and he oversaw development of policies, forms and homebuilder solicitation documents. Mr. Moody worked closely with HUD staff in the Fort Worth Regional office to design and implement a Broad Environmental Review process for the 22-county area affected in southeast Texas. He participated with joint HUD-TDHCA meetings to develop a program operation plan. For program intake functions, Mr. Moody oversaw three applicant intake centers and a staff trained by a former community development director in processing applicants in accordance with requirements. Construction activities under his direction included oversight of new home construction and management of rehabilitation contractors. Construction activities required adherence to HUD CDBG-DR requirements, including lead-based paint assessments and clearances. More than 2,500 houses were reconstructed or rehabilitated under his management.

Reference: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue Austin, Texas 78701; Telephone: 512.475.3262; E-mail: kelly.crawford@glo.state.tx.us


Mr. Moody provided technical expertise and subject matter expert services for the FEMA Planning Department inside the Joint Field Office (JFO). In this capacity, he worked closely with FEMA and the Department of Homeland Security staff, prepared situation reports for the JFO leadership, oversaw shelter operations, provided executive committee briefings, identified incident objectives, and maintained the FEMA daily calendar. In addition, Mr. Moody managed more than 20 Shaw staff and subcontractors in various duties in Houston, San Antonio, and Austin field offices, including housing centers and data management centers.

Project Manager/Senior Scientist/Engineer, Zilker Park Landfill Improvements, City of Austin, Austin, Texas, January 1999 – June 2010

Mr. Moody managed the preliminary design, engineering, bidding, and construction phases of landfill drainage improvements at this high-profile site along the banks of Lady Bird Lake. During Phase I, he directed project area surveys performed by a Shaw subcontractor; supervised the preparation of drainage calculations and surface grading design; supervised the preparation of construction drawings, specifications (including standard city specifications), and engineering estimates; and secured a site development permit.

During Phase II, the Eanes Creek Improvements, Mr. Moody collaborated with Shaw’s landfill experts and hydrology/surface water subconsultant to design a “Green Armored” stabilized bank where erosion has exposed landfill contents. Under his supervision, engineering plans and specifications that included general notes, site plan, drainage area maps, erosion and sedimentation plans, tree protection plans, slope stabilization plans, and construction details were prepared and submitted to the Watershed Protection/Development Review Department for a site development permit that was issued in September 2009.

Reference: Steve Nelson, Project Manager, City of Austin, 505 Barton Springs Road, Suite 900, Austin, Texas 78704, Telephone: 512.974.7145, Email: Steve.Nelson@ci.austin.tx.us
Jo Carroll  
**Program Manager**  
**Start-Up Team**  
**Knowledge Transfer**  

**Firm**  
Shaw Environmental, Inc.  
A CB&I Company  

**Years of Experience**  
30 years  

**Education**  
Bachelor of Science, Psychology, Texas A&M University, College Station, Texas, 1982  

**Highlights**  
- Program management of Texas Hurricane Rita and Hurricane Ike Programs  
- Policy Coordinator for New York City Rapid Repairs Program  
- 30 years of HUD and CDBG housing and infrastructure program management experience  
- Award-winning CDBG veteran  

**Registrations/Certifications**  
Multiple HUD Certifications 1990 – 2000 for Outstanding Performance in Use of HUD/MBE Contractors  

**Awards/Recognition**  
- Galveston County Disaster Recovery Program ranked #1 in Texas Hurricane Ike state subrecipients  
- HUD’s “National Best Practices Awards” in 1994 and 1997 for Excellence in Community Planning, Public Administration, Affordable Housing Program, and Public Services Funding  
- Commercial Redevelopment Project ranked in Best 30 Projects celebrating HUD’s 30th Anniversary  
- Commercial Redevelopment Project ranked “Top Three Best Rehab Projects” by Texas Main Street Program  

**Professional Summary**  
Ms. Carroll possesses extensive management and administrative experience in local, state, and federal programs that revitalize communities and assist low income families. She uses this knowledge and experience in designing and managing disaster recovery programs to re-house thousands of displaced residents. Her experience also includes co-ownership of a home construction business, which enabled her to gain first-hand knowledge and experience in the homebuilding and construction industry.  

**Relevant Project Experience**  
**CDBG Technical Advisor, New York City**  
**Hurricane Sandy Advisory Panel – New York City Housing Recovery Office, New York, New York, April 2013 – Present**  
Ms. Carroll is serving in a consultant capacity to the New York City Housing Recovery Office in the design of the Hurricane Sandy CDBG-funded disaster recovery housing services. In this role, she is advising city officials regarding the eligible use of CDBG funds and disaster recovery workflow processes across all phases of the recovery efforts, ranging from Outreach, Intake, Eligibility, Environmental Review, Construction Management, and Program Compliance.  

**Reference:** Kevin F. Donnelly, PE, Assistant Commissioner, New York City Housing Recovery Office, 250 Broadway, New York, New York 10007, Telephone: 718.595.3041, Cell: ✉️ Email: KDonnelly@dep.nyc.gov  

**Reference:** Sharon Berger, Recovery Manager, New York City Housing Recovery Office, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: ✉️ Email: sberger@recovery.nyc.gov  

**Policy and Process Coordinator, New York City Rapid Repairs Program (NYCRRP), New York City Dept of Environmental Protection,** New York, New York, November 2012 – February, 2013  
The NYCRRP provided emergency temporary repair services (limited to essential power, heat, and hot water) for residents affected or displaced by Hurricane Sandy that allowed them to remain or return to their homes, or essentially “shelter-in-
place.” As Policy and Process Coordinator, Ms. Carroll designed and developed program policies and guidelines in compliance with local, state, and federal requirements, to define the program workflow and responsibilities and provide a systemic, consistent approach for the provision of services. The guidelines are used as a resource for City staff and Contractors to aid in communication and work flow management. Since the Program was the first-of-its-kind to provide shelter-in-place (previous FEMA disaster response programs involved the provision of group shelters and/or trailers to temporarily house residents off-site), a major challenge was to identify potential situations and issues and pre-plan the resolution through the development of general operating policies. Ms. Carroll, because of experience and knowledge gained in managing other Disaster Recovery programs, was quickly able to provide general guidelines (tailored to fit NYCRRP needs) to kick-start program implementation.

Reference: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Office: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov

Reference: Cas Holloway, Deputy Mayor for Operations, New York City, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6600, Email: cholloway@cityhall.nyc.gov

Program Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, Dec 2010 – July 2012

 Ranked #1 out of 18 state subrecipients of Hurricane Ike funds, the Galveston County Program completed 659 homes built or rehabilitated to local, state, and federal requirements, including HUD’s Housing Quality Standards, Texas Department of Insurance (TDI Windstorm), and International Residential Codes (IRC). Ms. Carroll provided all aspects of program management for the Environmental Reviews, Construction Management, and Construction Inspections associated with this project. Ms. Carroll and her team of environmental and construction professionals provided management and oversight for 8 homebuilders and 11 rehabilitation contractors, including the preparation of the RFP/IFB, development of selection criteria, and review of homebuilder submittals. Ms. Carroll collaborated daily with county staff, elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.

Reference: Maureen Mahoney, Disaster Housing Manager, Texas General Land Office, Disaster Recovery Division, 1700 Congress, Austin, Texas 78701; Telephone: 512.861.4957, Email: Maureen.mahoney@gl.texas.gov

Reference: Rufus Crowder, Purchasing Agent, Galveston County Purchasing Department, Galveston County Courthouse, 722 21st Street, 5th Floor, Galveston, Texas 77550; Office: 409.770.5372; Cell: Email: rufus.crowder@co.galveston.tx.us

Program Manager, Bastrop County Texas Wild Fires, Texas General Land Office, June 2012 – Present

After experiencing severe drought conditions and a series of wildfires in the summer of 2011, Bastrop County, Texas was designated as a major disaster area, eligible to receive CDBG-DR funds. Funds were provided to repair/replace multiple damaged infrastructure systems and assist approximately 150 residents with the rehabilitation/reconstruction of their homes. In her role as Program Manager, Ms. Carroll manages the completion of the county-wide Environmental Broad Review and all site-specific Environmental Reviews. A particular challenge is the presence of an endangered species, the Houston toad, which required extensive research and collaboration with state/federal monitoring agencies to develop site-specific protocols to complete construction activities without harming the toad or its habitat. Ms. Carroll and her team were able to develop a comprehensive Toad Monitoring Plan to
describe the work-site protocols suitable to satisfy toad enthusiasts and state/federal monitors.

Reference: Javier Perez, Project Oversight Manager, Texas General Land Office, 1700 Congress, Austin, Texas 78701, Telephone: 512.861.4962, Email: javier.perez@glo.texas.gov

Deputy Project/Intake Manager, Texas Housing Assistance Program (THAP)/Sabine Pass Restoration Program, ACS/Texas Department of Housing and Community Affairs (TDHCA), Houston, Texas, April 2009 – December 2010
Ms. Carroll assisted in the overall program management and managed the operations for three intake service centers located in Beaumont, Port Arthur, and Jasper, Texas for the 22-county region affected by Hurricane Rita. Duties included policy development and the daily project management for Intake, Environmental and Construction activities. More than 5,000 applicants were processed through Intake services and more than 2,500 homes were reconstructed or rehabilitated. In this position, Ms. Carroll worked with numerous local municipal officials to evaluate and develop resolutions for various permitting, zoning, and building issues.

Reference: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue, Austin, TX 78701; Telephone: 512.475.3262; E-mail: kelly.crawford@glo.state.tx.us
Roger T. Clifford, RPLS  
Start-Up Team  
Homebuilder Pre-qualifications & Outreach Plan Lead  
Homebuilder Appeals  
Director of Construction Management  
Knowledge Transfer  

Firm  
Shaw Environmental, Inc  
ACB&I Company  

Years of Experience  
26 years  

Education  
Bachelor of Science, Environmental Studies, Chadwick University, Birmingham, Alabama, 1980  

Highlights  
- Over 26 years experience in civil and residential construction, disaster recovery, engineering, environmental assessment and remediation  
- Extensive experience with local, state, and federal agencies  

Registrations  
- Professional Registered Land Surveyor (Texas)  

Professional Summary  
Mr. Clifford is a professional surveyor, homebuilder and environmental scientist with over 26 years experience in civil and residential construction, disaster recovery, environmental assessment, remediation, and engineering, with major emphasis on project/program management and technical supervision. Past projects include hurricane disaster recovery, residential development and construction, major environmental projects, bridge and highway construction, flood control, landfills, pumping stations, plant facilities, utilities, and commercial projects. Mr. Clifford is also an experienced homebuilder with expertise in all phases of residential construction and development.  

Relevant Project Experience  
Project Manager, Galveston County Disaster Recovery Housing Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston County, Texas, December 2010 – July 2012  
Mr. Clifford was responsible for managing and distributing over $99 million in CDBG funding to address the housing needs of qualified families and communities affected by Hurricane Ike. Ranked #1 out of 18 state subrecipients of Hurricane Ike funds, the Galveston County Program completed 659 homes built or rehabilitated to local, state, and federal requirements, including HUD’s Housing Quality Standards, Texas Department of Insurance (TDI Windstorm), and International Residential Codes (IRC). Mr. Clifford provided all aspects of program management for the Environmental Reviews, Construction Management, and Construction Inspections associated with this project. Mr. Clifford and his team of environmental and construction professionals provided management and oversight for 8 homebuilders and 11 rehabilitation contractors, including the preparation of the RFP/IFB, development of selection criteria, and review of homebuilder submittals. Mr. Clifford collaborated daily with county staff, elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.  

Reference: Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, TX 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us  

Business Line Manager/Program Director, Shaw Environmental & Infrastructure, Inc., Houston, Texas, 1998 – Present  
Mr. Clifford is responsible for managing Shaw’s Houston environmental and infrastructure consulting group. He leads a team of environmental professionals including engineers, geoscientists and environmental scientists in the execution of projects for a variety of local and national clients and maintains strong relationships with major clients interacting directly with client management to market Shaw’s services and ensure quality deliverables.
Project Manager, Environmental Remediation of Johns-Manville Site, U.S. Environmental Protection Agency (USEPA) and U.S. Army Corps of Engineers (USACE), New Orleans, Louisiana, 1996 – 1998
As Project Manager, Mr. Clifford was responsible for the management of a $16 million USEPA/USACE remediation of the Johns-Manville site in New Orleans, Louisiana. This project involved assessment, remediation, and restoration of over 1,600 individual sites on the west bank of New Orleans. The sites were made up of approximately 95% residential and 5% commercial properties. Typical approach involved identification and assessment of impacted soils around homes and businesses, followed by soils excavation and restoration of excavated areas including yards, patios and driveways. This project involved extensive involvement with community officials and residents.

Project Superintendent, Bayou Bonfouca Superfund Project and Southern Shipyards Project, U.S. Environmental Protection Agency (USEPA) and U.S. Army Corps of Engineers (USACE), 1992 – 1996
Mr. Clifford was responsible for management and oversight of project operations on the $115 million USEPA/USACE remediation of an abandoned creosote plant site, including 1.5 miles of bayou. His responsibilities included construction management, engineering and remediation oversight, and coordination with regulatory agencies. This project included construction and operation of an on-site incinerator, laboratory and office complex, construction and closure of an on-site landfill, remediation of the physical land site, and dredging and restoration of 1.5 miles of bayou.

Due to the success of the Bayou Bonfouca Project, USEPA awarded an $18 million contract for remediation of the nearby Southern Shipyards Superfund Site. Mr. Clifford managed all operations for remediation of two contaminated waste pits on a former shipyard site on the banks of Bayou Bonfouca. The project involved excavation, stabilization and screening of 24,000 cubic yards of contaminated sludge from the two pits, transporting the waste via truck to the Bayou Bonfouca incinerator and returning the ash to the shipyard site for on-site landfill.

Project Manager, Environmental Remediation of Johns-Manville Site, U.S. Environmental Protection Agency (USEPA) and U.S. Army Corps of Engineers (USACE), New Orleans, Louisiana, 1996 – 1998
As Project Manager, Mr. Clifford was responsible for the management of a $16 million USEPA/USACE remediation of the Johns-Manville site in New Orleans, Louisiana. This project involved assessment, remediation, and restoration of over 1,600 individual sites on the west bank of New Orleans. The sites were made up of approximately 95% residential and 5% commercial properties. Typical approach involved identification and assessment of impacted soils around homes and businesses, followed by soils excavation and restoration of excavated areas including yards, patios and driveways. This project involved extensive involvement with community officials and residents.
Praveen Udtha, PE  
Start-Up Team  
Homebuilder Prequalifications & Outreach Plan  
Homebuilder Appeals  
Knowledge Transfer  
Budget & Financial Manager

Firm  
Shaw Environmental, Inc.  
A CB&I Company

Years of Experience  
17 years

Education  
Master of Science, Civil/Environmental Engineering, Texas Tech University, Lubbock, Texas 1993  
Bachelor of Engineering, Civil Engineering, Osmania University, India, 1990

Highlights  
• 17 years of diversified environmental engineering design experience  
• Manages resources, budgets, and schedules  
• Recommends and implements cost saving techniques

Registrations  
Professional Engineer (Environmental): Louisiana, Registration No. 0031004)

Professional Summary  
Mr. Udtha has more than 17 years of diversified environmental engineering design experience which includes over 10 years as a Project Manager of RCRA and CERCLA sites. As a Project Manager, he has been responsible for providing senior technical support, management of resources, budgets, and schedules to ensure that the project progresses in compliance with the contractual agreements. Additionally, he has been responsible for forecasting monthly/quarterly project expenditures to the client so that the client has adequate reserves for payment of invoices and manage their cash flows, recommending and implementing cost saving techniques to the client by evaluating project cost versus progress on a frequent basis.

At Shaw, Mr. Udtha has provided management and technical support to Galveston County Housing Assistance Program, Texas Commission on Environmental Quality (TCEQ) Superfund sites, El Paso Natural Gas (EPNG), Tennessee Gas Pipeline (TGPL), and Southern Natural Gas (SNG) pipelines in their polychlorinated biphenyls (PCBs) characterization and remediation program and mercury characterization and remediation for Colorado Interstate Gas (CIG) and SNG programs.

Relevant Project Experience  
QA Inspector, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, November 2012 – March 2103  
On November 9, 2012, New York City Mayor Michael Bloomberg established the Rapid Repair Program (RRP) in an effort to provide relief to suffering residents following Hurricane Sandy. The program offers free emergency repairs for the temporary restoration of heat, power, and hot water to eligible owner-occupied (single-family) and tenant-occupied (apartment complexes, high-rises) residential structures damaged by Hurricane Sandy. As a QA Inspector, Mr. Udtha supports the RRP Program Management Office implementing Shaw’s independent QA/QC program. This program consists of random sampling of property assessments and completed work orders by contractors to ensure quality.

Reference: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov

Manager, Galveston County Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, October 2009 – July 2012
As Manager on the Galveston County Housing Assistance Program, Mr. Udtha developed Request for Proposals (RFPs) and Request for Qualifications (RFQs) to assist Galveston County in selection of General Contractors for performing new construction and rehabilitation activities on the program. Mr. Udtha was extensively involved in evaluation of the proposals/qualifications from the contractors and identifying the best contractors to be included in the program who meet all program and county requirements.

Mr. Udtha was also responsible for hands-on management of daily project activities implementation of procedures and processes, and assurance of timely execution of all phases of work. He managed financial forecasts and monitoring and assisted the Program Manager in interactions with the County and the client. He tracked daily progress/activities, evaluated production, and adjusted or applied resources to ensure that all program requirements were met in a timely manner and that proper quality reviews were completed. He also provided technical supervision to all disciplines including environmental reviews, inspections, and construction management activities. Mr. Udtha also prepared/reviewed all bid and pricing documents submitted on the program.

Reference: Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, TX 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us

Project Manager, City of Palestine Arsenic Site, Texas Commission on Environmental Quality, Palestine, TX, July 2007 – Present
As Project Manager, Mr. Udtha performed an investigation and collected soil samples at more than 500 residential locations to determine the presence of metals concentrations (specifically Arsenic) above Texas Cleanup levels. He completed this project within schedule and budget with zero health and safety incidents.

Project Manager, TGPL Surface Encapsulation, El Paso Corporation, Pennsylvania and Louisiana, October 2006 – Present
Mr. Udtha performed encapsulation of PCB impacted surfaces at three compressor stations in Pennsylvania and one compressor station in Louisiana using a subcontractor. He completed this project on schedule and within budget with zero health and safety incidents.

Project Manager, CIG Mercury Assessment and Remediation, El Paso, Various Locations in Colorado, Texas, Oklahoma, Kansas, Utah, and Wyoming, October 2005 – Present
As Project Manager, Mr. Udtha conducted mercury assessment and remediation; as required, at approximately 150 sites (meter stations, compressor stations, and warehouses) along Colorado Interstate Gas Pipeline in Colorado, Texas, Oklahoma, Kansas, Utah, and Wyoming. He is currently working on submittal of reports. Mr. Udtha completed field work within scheduled time and budget with zero health and safety incidents.

Project Manager, EPNG Surfaces Characterization and Remediation, El Paso, Various Locations in Texas, New Mexico, and Arizona, March 2004 – January 2006
This project involved site characterization and remediation of surfaces impacted with PCBs at 24 compressor stations. Mr. Udtha completed characterization and remediation within scheduled time and budget with zero health and safety incidents.

Project Engineer, SNG Mercury - HSI, El Paso, Georgia, August 2001 – September 2003
This project involved delisting 23 mercury meter station sites from HSI list Georgia Environmental Department. All sites were delisted within the scheduled time and on budget.
Sherie L. Goin, PHM
Start-Up Team
Application Review and Processing Lead
Homeowner Appeals
NTP/Section 3 Compliance
Knowledge Transfer
Firm
Shaw Environmental, Inc.
A CB&I Company
Years of Experience
29 years
Education
Highlights
• Over 29 years of experience in professional administrative and grants management expertise in local, state, and federal programs primarily in CDBG and Home.
• Over 10 years experience with Section 8
• Eight years of experience with Emergency Shelter/Solution Grant and Housing Opportunities for Person with AIDS
• Currently overseeing 8 grants reporting systems for multiple grants (CDBG, HOME, ESG, HOPWA, HPRP, CDBG-R, NSP, ALERT12 – Lead Grant) for 5 different reporting systems (IDIS, DRGR, ESNAPS/HMIS, FSRS/FAFTA, Federal Reporting.gov)
• Current level of oversight is over $15 million
Registrations/Certifications
• Certified Public Housing Manager (PHM)
• Graduate Real Estate Designation
• EPA Certified Lead Risk Assessor
• EPA Certified Lead Inspector

Professional Summary
Ms. Goin brings special expertise and skill in developing policies, procedures, and processes to assist the public to improve management and operational functions, especially in response to auditing and monitoring concerns and findings.

She provides contiguous responsibility for the review, assessment, selection, and monitoring of vast variety of more than 1,000+ programs, projects, activities ranging from administration, fair housing, housing, code enforcement, demolition, public services, public facilities, economic development, small business administration, relocation, historic preservations, and municipal airport facilities.

She is an active leader and participant in the development of local collaborative efforts to provide “one-stop” community and business-oriented services through improved customer relation, neighborhood centers, and information/referral services. Ms. Goin is experienced in administrative and program budgeting, comprehensive and strategic planning, contract management, procurement, and compliance documentation for governmental agencies and non-profit organizations.

Relevant Project Experience
Community Development Coordinator (Supervisor), City of Fort Worth, Fort Worth, Texas, 2005 – Present
Community Development Manager (Department Head/Supervisor), City of Tyler, Tyler, Texas, 2002 – 2005
Community Development Manager (Division Head/Supervisor), City of Grand Prairie, Grand Prairie, Texas, 1984 – 2002

For all of the positions listed above, Ms. Goin’s responsibilities included:
• Advanced planning, accounting, and management experience in administering million dollar annual budgets at the cities of Fort Worth, Tyler and Grand Prairie primarily involving federal and state grant funds and programs. This included monthly, quarterly, and annual financial reporting, special assessments and program reviews, and monitoring of provider’s service delivery systems, file documentation, compliance issues, and fiscal accountability.
• Strong skills in grant writing, finance and budget preparation for a wide variety of projects and programs. Daily operational responsibilities
including scheduling, auditing, monitoring, payroll, testing, accounting, fund distributions, marketing, and procurement. Development and implementation of division and department budgets with demonstrated ability to work effectively with a diverse array of citizens and variety of governmental officials, public agencies, organizations, citizens, and other city departments.

- Extensive knowledge of local codes, ordinances, construction, rehabilitation, housing inspections, including code enforcement, planning, zoning, and permits.
- Development of each City’s Annual and Five-Year Consolidated Plan, including data gathering, conducting studies, research, and compiling and analyzing citizen and agency input.
- Management of commercial and residential redevelopment efforts and revitalization including housing, downtown revitalization revolving loan fund, brownfields, hotel conversion for elderly housing.
- Conducting needs assessments and facilitating public hearings and meetings to solicit citizen input and determine community needs.
- Management of local and federal residential and commercial construction projects including compliance with HQS, Lead, Environmental Review, Davis-Bacon wage standards, specialized federal relocation requirements (Uniform Relocation Act), and negotiating resolution of problems and contractual agreements.
- Demonstrated track record of success to oversee the planning and direction of multi-million dollar projects with effective utilization of City resources for providing and improving the quality of life holistically.
- Preparation of grant recommendations for program development including reviews, revisions and developing department policies and procedures including amendments to local ordinances.

Reference for Fort Worth: Charlie Price, President, Development Corporation of Tarrant County, 1509 Old University Drive, Fort Worth, Texas 76107, Telephone: 817-323-0681, Email: charlieprice@sbcglobal.net

Reference for Grand Prairie: Tim Plummer, Public Housing Revitalization Specialist, 100 West Capital Street, Room 910, Jackson, Mississippi 39269, Telephone: 601-608-1735, Email: Timothy.P.Plummer@hud.gov
Dr. Castañeda has provided a variety of services for commercial clients in the U.S. and Mexico, as well as the U.S. government. Her experience includes developing, implementing, and/or managing projects for regulatory review and due diligence/compliance services, project information management using GIS and web-based applications, field investigation activities, and community outreach activities. She also provides technical support, management, and QC for proposals and client deliverables. She has also been effective at task coordination, the management of budgets and contracts, the recruitment, training, and mentoring of staff, and as onsite liaison with client and regulatory officials.

Relevant Project Experience
Community Outreach Team Lead, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, December 2012
Flooding associated with Hurricane Sandy destroyed or damaged homes across five densely populated coastal counties to severely challenge New York City’s capacity to shelter storm victims. FEMA funded the NYCRRP to enable nearly 15,000 displaced families to shelter in their homes while completing more extensive repairs. The program was designed to expedite basic emergency repairs to the electrical, heat, and hot water systems to homes of eligible applicants.

Dr. Castañeda organized one customer service team to efficiently execute construction contractor right-of-entry agreements with homeowners in the coastal area of Queens County. She immediately assessed the team’s needs to improve performance and meet expectations of the construction contractor. To improve productivity she organized the limited office space, ordered supplies and equipment, requested more personnel, phones, and vehicles. She developed daily planning and reporting procedures to achieve consistency, for which she proactively developed and/or implemented talking points and scripts to better communicate with homeowners. She supervised each team member in the field and
office, providing professional mentoring to Shaw staff and temporary hires. She also recognized the nature of field hazards and to reduce risk of injury or illness she required each team member to complete their own job safety analysis form daily. Dr. Castañeda also assisted with a public meeting in Queens, fielding questions from program applicants.

Reference: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov

Environmental Manager, Bastrop County Complex Fire Recovery Program, Bastrop County, Texas, Client: Texas General Land Office, Bastrop County, Texas, June 2012 – Present

After experiencing drought and a devastating wildfire in the summer of 2011, Bastrop County was designated a major disaster area, eligible to receive CDBG-DR funds. The wildfire consumed over 33,000 acres of the Lost Pines ecosystem, known for its scenic central Texas forest, terrain, and habitat supporting diverse species of wildlife, including the threatened and endangered Houston toad. The wildfire destroyed or damaged 1,600 residential properties, public infrastructure and parks. Funds were provided for the restoration of functionality to multiple types of public infrastructure, two parks, and to assist approximately 150 residents with the rehabilitation/reconstruction of their homes. Dr. Castañeda completed the county-wide Environmental Broad Review and the site-specific Environmental Reviews. The geographic coincidence of the wildfire impact area with the Houston toad’s unique critical breeding habitat was a particular challenge, which required extensive research and collaboration with state and federal agencies to develop site-specific protocols for completion of construction activities without further harm to the Houston toad population. Following extensive document review, she developed the Houston Toad Protection Plan to describe the work-site protocols suitable to satisfy local stakeholders and regulatory requirements.

Reference: Javier Perez, Project Oversight Manager, Texas General Land Office, 1700 Congress, Austin, Texas 78701, Telephone: 512.861.4962, Email: javier.perez@glo.texas.gov

Environmental & Quality Assurance Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, January 2010 – July 2012

Ranked #1 out of 18 state subrecipients of Hurricane Ike CDBG-DR funds, the Galveston County Program completed 659 homes built or rehabilitated to local, state, and federal requirements, including HUD’s Housing Quality Standards, Texas Department of Insurance (TDI Windstorm), and International Residential Codes (IRC). Dr. Castañeda served as the Environmental and Quality Assurance Manager for the rehabilitation and reconstruction of homes damaged by Hurricane Ike in September 2008 and where the applicants qualify for funding by the TDHCA and the Texas General Land Office (GLO). Her responsibilities included: a) coordination of environmental activities on behalf of Galveston County, ACS (the prime contractor), regulatory agencies (HUD, TDHCA, THC, GLO, municipal governments, builders, and homeowners; b) development of work plans and standard procedures for GCHAP activities; c) oversight of field inspectors to ensure over thousands of site inspections were performed in accordance with client expectations and HUD/NEPA requirements; d) the oversight of scientific staff supporting the preparation of nearly 1,100 site-specific environmental reviews of proposed construction sites, 80% of which required SHPO consultation.

Reference: Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, Texas 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us
Darren Hurley  
**Start-Up Team**  
**Homebuilder Prequalification & Outreach Plan**  
**Construction Management Lead**  
**Reconstruction Manager**  
**Knowledge Transfer**  

**Firm**  
Shaw Environmental, Inc.  
A CB&I Company  

**Years of Experience**  
30 years  

**Education**  
Courses, Management, University of New Orleans, New Orleans, Louisiana  

**Highlights**  
- Over 30 years of experience in residential, commercial, and industrial construction  
- Managed and/or supervised construction projects ranging from ground to completion of commercial housing, apartments, condominiums, administrations, buildings, control rooms, warehouses, building renovation or remodel, construct, retirement housing, etc. to processing units to de-bottleneck, expansion and demolition of processing units  
- Managed diverse projects ranging from commercial projects as small as $5,000 to large projects and tasks up to $33 million  

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**Professional Qualifications**  
Mr. Hurley has 30 years of experience in all major fields of construction; residential, commercial and industrial. His main background is in the mechanical and civil fields, but he has worked in all aspects of construction and maintenance. Over the past 12 years, much of his time has been in the management of maintenance, turnaround, and construction projects.  

Mr. Hurley has managed and/or supervised construction projects ranging from ground to completion of commercial housing, apartments, condominiums, administration buildings, control rooms, warehouses, building renovation or remodel, construct, retirement housing, etc. to processing units to de-bottleneck, expansion and demolition of processing units. He has also managed a wide range of diverse projects ranging from commercial projects as small as $5,000 to large projects and tasks up to $33 million in value.  

Mr. Hurley has indirectly and directly supervised from 60 to 250 employees, up to 850 direct hire employees during a turnaround and subcontractors. He has been responsible for all payroll, purchase orders, and subcontract disbursements. He has ensured that the craft labor force was qualified and maintained productivity within standards. He has prepared daily, weekly or monthly reports and submitted to client. He has ensured proper coordination, planning and scheduling of the project work with direct hire and subcontractors.  

**Relevant Project Experience**  
**Project Manager, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – Present**  
Mr. Hurley served as the project manager with the City for the Rockaway Beach Boulevard Construction Company in Rockaway, Queens and Brooklyn, New York areas, restoring electricity, heat and hot water to individual and multi-family homes for the citizens to shelter in place after hurricane Sandy. Mr. Hurley started by helping with policy and procedure clarifications for the NYCRRP with the New York City Department of Buildings, and contractors. He coordinated with the utility companies for utility restoration and the New York City Department of Buildings for code requirements. He also participated in the contractor training orientation with the utility coordination and scope clarification process with the contractors.  

**Reference:** Lincy Joseph, Project Manager, New York City Department of Environmental Protection, 250 Broadway, New York, New York 10007, Telephone: 347.267.0871, Email: ljoseph@recovery.nyc.gov
Construction Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, June 2010 – August 2011
Mr. Hurley served as the construction project manager on the Galveston County Housing Assistance Program which was an $88 million program to rebuild/rehabilitate houses damaged by Hurricane Rita. His responsibilities included construction management, construction oversight, and construction inspection.

Reference: Brad Hubbard, Program Manager, ACS, San Antonio, Texas, Telephone: 409.350.5954, Email: brad.hubbard@acs-inc.com

Construction Manager, Small Rental Property Program (SRPP), ACS/Shaw/ Louisiana Office of Community Development, Disaster Recovery Unit (OCD-DRU), Baton Rouge, Louisiana, March 2009 – May 2011
As a subcontractor, Mr. Hurley managed a staff to provide construction management and oversight for this OCD-DRU project. His work involved reviewing existing processes and suggesting improvements to the current program which consists of cost evaluations, environmental field reviews, final inspections and certificate of occupancy verification. Mr. Hurley was the lead for developing policy and procedure for a new option. His role included generating an RFP, public solicitation, and bid analysis that provided a qualified pool of contractors.

Reference: Mark Maier, Program Director, MCMS, 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell: E-mail: mark.maier@road2la.org

Project Manager, Belle Chase/Lafitte-Dewatering Hurricane Ike, Louisiana Governor’s Office Homeland Security and Emergency Response, September 2008 – October 2008
Mr. Hurley served as the project manager for the dewatering of Belle Chase and Lafitte, Louisiana from the floodwaters of Hurricane Ike. This was a fast track emergency response mission. Mr. Hurley’s duties included daily reporting to Louisiana Governor’s Office, managing personnel, sub contractors, equipment, materials, transportation, and supplies necessary to set up and pump floodwaters at sites identified by the local officials.

Reference: Jerome Zeringue, Project Manager, GOSHEP, 1051 N. 3rd Street, Baton Rouge, Louisiana 70802, Telephone: 985.709.1099, Email: jzeringue@coastal.gov

Construction Manager, Texas Housing Assistance Program (THAP) and Sabine Pass Restoration Program (SPRP), ACS/Texas Department of Housing and Community Affairs (TDHCA), Galveston, Texas, December 2007 – December 2009
Mr. Hurley served as the construction project manager on the Texas Housing Assistance Program and the Sabine Pass Restoration Program which was a $210 million program to rebuild/rehabilitate houses damaged by Hurricane Rita. His responsibilities included construction management, construction oversight, and construction inspection.

Reference: Don Atwell, Program Manager, ACS San Antonio, Texas, Email: don.atwell@acs-inc.com

Mr. Hurley served as the project manager for the FEMA Temporary Housing Mission to provide temp housing to the families displaced by the floods in Miami. This was a $7 million FEMA Individual Assistance housing mission. His responsibilities include managing the hauling, installing, and deactivation of Temporary Housing Units (THUs).

Reference: Johnny Glaze, FEMA COTR, FEMA, Oklahoma City, Oklahoma, Telephone: 832.851.3044, Email: johnny.glaze@dhs.gov
Peter J. Julo, PE  
Start-Up Team  
Homebuilder Prequalifications & Outreach Plan  
Major Rehabilitation Lead Knowledge Transfer  
Firm  
Shaw Environmental, Inc.  
A CB&I Company  
Years of Experience  
18 years  
Education  
Bachelor of Science, Civil Engineering, Construction Management & Geotechnical Engineering, Drexel University,  
Highlights  
• Experienced with various types of construction  
• Knowledgeable in preparing bid packages and RFQ submittals  
Registrations  
Registered Professional Engineer (Civil): New Jersey

Professional Qualifications
Mr. Julo is a results-driven, dedicated, and highly motivated registered professional engineer with experience-based knowledge of construction procedures and time-tested management, organizational, and team building skills. He is adept at conveying complex building concepts in a simple and compelling manner while leading personnel through daily tasks and ensuring the highest performance for each project.

Relevant Project Experience
Project Engineer, SunPower Corporation, Trenton, New Jersey, January 2011 – April 2013  
As a Project Engineer, Mr. Julo was responsible for working with a design team and managing the submittal of a permit package to the permit agency for this vertically integrated solar panel provider. He assisted the project manager in creating and compiling bid packages, including scope of work as well as coordinated drawings, and schedules. He provided assistance with budget forecasts capturing actual budget commitments, as well as foreseeable risk items and commitments. He also managed subcontractor RFIs, submittals, warranty paperwork, as-builts, and testing reports post-construction.

As Project Manager, Mr. Julo was responsible for project budget management, cost control, field operations, and executing customer deliverables per contract terms for this commercial construction manager/general contractor. He prepared detailed subcontractor scopes of work, negotiated subcontracts, awarded bids, planned and established schedules, and followed up performance against estimates. He also conducted meetings with owners and subcontractors to coordinate project activities and ensure project goals were achieved.

In this role, Mr. Julo was responsible for project profitability and ensured projects were completed on-time and within budget for this full-service general contractor, construction manager, and design-build contractor. He handled bid document preparation, bid solicitation, vendor/subcontractor negotiation, and procurement of equipment/materials. He reviewed and negotiated change orders, RFIs, and submittals. He also monitored and ensured project compliance with the QA/QC program and company safety regulations.

Mr. Julo directed project functions from initial construction through to final close out for this full-service global provider of construction management, consulting, engineering, and remediation services. He reviewed submittals and shop drawings for coordination, maintained contract documents, and developed bi-weekly/monthly project schedules and resource allocations for construction phases. He prepared detailed bid packages, solicited
subcontractors, awarded bids, negotiated contracts, and procured materials and equipment as needed to sustain project milestones.


Mr. Julo provided engineering design, consulting expertise, construction surveillance and subcontractor management for various remediation projects including water and wastewater treatment facilities, contaminated soil excavation/transportation/disposal, soil and water sampling/disposal, UST removal, geotechnical investigations, Phase I and Phase II site assessments, groundwater sampling, landfill closures and regulatory compliance reporting.
Joseph Belcourt  
*Start-Up Team*
*Damage Assessor*
*Knowledge Transfer*

**Firm**  
Shaw Environmental, Inc.  
A CB&I Company

**Years of Experience**  
18 years

**Education**  
High School Diploma, General, Woodlawn High School, Baton Rouge, Louisiana, 1987, Occupational safety training Institute, Houston, TX. 1993

**Highlights**  
- Over 18 years of experience of construction management and inspection
- Experienced working on environmental remediation projects
- Disaster relief programs, Q/C management and damage assessments

**Registrations/Certifications**  
IRC-Certified Field Inspector

**Professional Qualifications**
Mr. Belcourt has over 18 years of on-site field experience, including responsibility for quality control/quality assurance (QA/QC) at sites with construction activities. His position at Shaw has required assessments of hurricane damaged structures, natural gas compressors stations, metering stations, and various forms of sampling, such as soil samples, vapor samples, and wipe samples. His responsibilities include the oversight of subcontractors for residential construction and drilling operations around natural gas lines at meter stations for monitoring well installation.

**Relevant Project Experience**
QA Inspector, New York City Rapid Repairs Program (NYCRRP), New York City  
Department of Environmental Protection, New York, New York, November 2012 – Present

On November 9, 2012, New York City Mayor Michael Bloomberg established the NYCRRP in an effort to provide relief to suffering residents following Hurricane Sandy. The program offers free emergency repairs for the temporary restoration of heat, power, and hot water to eligible owner-occupied (single-family) and tenant-occupied (apartment complexes, high-rises) residential structures damaged by Hurricane Sandy. As a QA Inspector, Mr. Belcourt supports the NYCRRP Program Management Office implementing Shaw’s independent QA/QC program. This program consisted of constant enforcement of quantities utilized for repairs. Local subcontractors were constantly/daily trying to overcharge for materials used. If not checked would have resulted in a substantially inflated cost for each repair conducted.

**Reference:** Rachelle Squire, Project Manager, New York City Department of Environmental Protection, 250 Broadway, New York, New York 10007, Telephone: 718.612.2480, Email: rsquire@cityhall.nyc.gov

**Field Inspector/Lead Damage Assessor,**  
Galveston County Housing Assistance Program (GCHAP), ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, December 2010 – July 2012

As an IRC-certified Field Inspector for Galveston Housing Assistance Program, Mr. Belcourt’s duties involved contacting home owners, translators, and/or case managers to schedule site and home inspections; researching each application for funds received for home repairs, pre-hurricane appraisal value and age, and any specialized site specifications. Inspection activities typically included environmental site assessment; documentation of hurricane damage, general health and safety conditions, post-hurricane repairs if any; and taking measurements and photos of home area for repair estimates using Texas CDBG required forms. He performed intermediate and final inspections of home reconstruction and repair projects to monitor contractor progress and
quality of workmanship. He was also responsible for IRC code enforcement.

**Reference:** Jim Gentile, Director of Housing, Galveston County, 722 Moody Street, 3rd Floor, Galveston, Texas 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us

**General Foreman, Multiple Projects, Multiple Locations, Texas, May 2002 – Present**

Mr. Belcourt’s duties include site assessments for natural gas compressor stations and metering stations, as well as soil, vapor and wipe sampling, documentation, field engineering and characterization. Mr. Belcourt supervises sampling, remedial and backfill/restoration operations. He is responsible for oversight of subcontractors for drilling operations around natural gas lines at meter stations as well as subcontractors at natural gas compressor stations cleaning/encapsulate PCB surfaces. He also handles field coordination of transportation and disposal activities of hazardous/nonhazardous waste. Supervision duties also include health and safety, equipment requisitioning, client interaction, daily reports, logs and chain of custody paperwork.
Ayres Bradford  
**Start-Up Team**  
**Homeowner Appeals**  
**Construction Technician/Benefits Selections**  
**Knowledge Transfer**

**Firm**  
Shaw Environmental, Inc.  
A CB&I Company

**Years of Experience**  
6 years

**Education**  
Juris Doctorate, Law, Mississippi College School of Law, Jackson, Mississippi, 2006  
Bachelor of Arts, Political Science, Louisiana Tech University, Ruston, Louisiana, 2003

**Highlights**  
- Knowledgeable of CDBG-DR programs  
- Experienced in both housing and Infrastructure recovery programs

**Registration/Certification/License**  
Attorney at Law (License No. 30409) Louisiana

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**Professional Summary**

Mr. Bradford is knowledgeable of CDBG rules and regulations, having worked for the Louisiana Small Rental Property Program as an appeals analyst, enabling him to track and analyze all data necessary to ensure compliance. He also has three years of experience in the financial industry, and is an attorney licensed to practice in the state of Louisiana. His strong communication skills are beneficial when providing technical assistance to a grantees or consultants. He has experience working in GIOS, the disaster recovery online system.

**Relevant Project Experience**

**Contractor Invoicing Specialist, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – Present**

Mr. Bradford’s experience allowed him to be utilized in several roles on NYCRRP. The NYCRRP is a program designed to help residential property owners affected by Hurricane Sandy make emergency repairs so they could remain in their homes. Mr. Bradford served as a Customer Service Representative (CSR) Lead, and later a contractor invoicing specialist. As a CSR Lead Mr. Bradford directed an outreach team that functioned as a liaison between the contractors and homeowners. As an invoicing specialist he worked as a part of the invoicing team assisting with contractor invoicing and providing technical assistance. The NYCRRP has repaired over 11,000 homes in only 3 months.

**Reference:** Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell Email: kmallon@dep.nyc.gov

**Infrastructure Compliance Specialist, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Supplemental Staffing Services, Baton Rouge, Louisiana, November 2009 – October 2012**

As Infrastructure Compliance Specialist, Mr. Bradford was one of three analysts responsible for all 53 declared Parishes for the Gustav/Ike Parish Infrastructure Program, the Municipal Infrastructure Program, Fisheries Program, and State Agencies. Mr. Bradford reviewed applications, draw requests, and provided technical assistance to grantee’s and consultants. He dealt with the Parish Governments on daily basis. He understood the needs of each parish, enabling him to anticipate, and respond quickly to potential problems. Mr. Bradford kept projects moving forward with an understanding of CDBG and strong communication skills.

**Reference:** Rowdy Gaudet, Infrastructure Director, Louisiana Office of Community Development-Disaster Recovery Unit, 150 N. Third Street, Baton Rouge, Louisiana 70801, Telephone: 225.342.7000, Email: rowdy.gaudet@la.gov
Appeals Analyst, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU), Baton Rouge, Louisiana, April 2009 – November 2009

In this role, Mr. Bradford assisted landlords in restoring their rental properties after they were damaged by hurricanes. He worked as appeals analyst for the program, reviewing formal appeals submitted to the program by applicants. He researched each appeal and determined whether the policies and procedures of the program were followed accurately, timely, and appropriately.

Reference: Rich Gray, Deputy Director, Louisiana Office of Community Development-Disaster Recovery Unit, 150 N. Third Street, Baton Rouge, Louisiana 70801, Telephone: 225.342.7000, Email: rich.gray@la.gov
Mary Shapiro  
Start-Up Team  
Homeowner Appeals  
NTPs/Section 3 Compliance  
Quality & Compliance Management Lead  
Knowledge Transfer  
Firm  
Shaw Environmental, Inc.  
A CB&I Company  
Years of Experience  
10 years  
Education  
Bachelor of Psychology, Louisiana State University, Baton Rouge, Louisiana, 2000  
Highlights  
• Senior Community Development Manager/Outreach SME  
• More than 6 years of HUD and CDBG-DR housing program experience  
• Versed in emergency action planning and response leadership  
• Trained in mitigation services and FEMA-DR-guidelines  

Professional Qualifications  
Ms. Shapiro has more than ten years of management experience, with over five years of experience managing CDBG-funded housing disaster recovery programs. She currently manages the Compliance & Monitoring team on the Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU) Small Rental Property Program (SRPP).  

Prior to Small Rental Property Program, Ms. Shapiro managed the intake function of another CDBG-funded disaster recovery program, the Texas Homeowners Assistance Program (THAP). As the Intake Director, Ms. Shapiro was responsible for staffing, budgeting, and managing all elements of the THAP’s applicant intake function.  

Ms. Shapiro also worked for Shaw as Facility Operations Manager on the Louisiana Road Home Program. In this role, she developed and improved program procedures, trained staff, and monitored and reported compliance with program policy and procedures.  

Ms. Shapiro served as the marketing and business development manager within Shaw’s emergency response and disaster response sectors. She began her Shaw career by traveling to Dubai, UAE, where she worked for three years establishing Shaw’s Middle East office. She developed strategic marketing plans, performed office management, supported and developed and implemented office policy and procedures.  

Ms. Shapiro has received extensive HUD training in the 5+ years she has worked on HUD/CDBG programs. This training includes Fair Housing and affirmative marketing planning, Housing Mitigation, Diversity and Special Needs planning, compliance, Section 3 and labor standards, as well as URA.  

Relevant Project Experience  
Project Manager-Compliance & Monitoring Sr. Manager, Small Rental Property Program (SRPP), Office of Community Development-Disaster Recovery Unit (OCD-DRU), Baton Rouge/New Orleans, Louisiana, January 2012 – Present  
Ms. Shapiro currently manages the Compliance & Monitoring functional area on the Small Rental Property Program (SRPP). SRPP Compliance and Monitoring personnel are responsible for reviewing fully disbursed files to audit whether requirements are continuously adhered to in accordance with HUD, State, and SRPP outlined regulations. To ensure continued success of the program’s mission of affordable housing, the Compliance & Monitoring group works directly with program Applicants, reports findings on a routine basis, and provides guidance to property owners on corrective actions when necessary. The Compliance team is also responsible for conducting housing inspections for the purpose of monitoring and reporting on property conditions.
Since transition, Ms. Shapiro and her team have oversen numerous program and operational improvements including increased process efficiency and production volumes, system design improvements, and the development (and documentation) of critical operational procedures and trending reports. Ms. Shapiro implemented measurable cost savings to the program by sourcing and establishing the new facility which significantly decreased inspection travel time and costs as well as improved applicant outreach efforts.

Additionally, Ms. Shapiro serves as the CB&I and SRPP Facility Operations Manager, responsible for safety communications, emergency action planning, as well as all day-to-day oversight of administrative needs in the New Orleans office.

**Reference:** Mark Maier, Program Director, MCMS (and Bradley Sweazy, Program Manager, Office of Community Development-Disaster Recovery Unit), 10049 North Reiger Road, Baton Rouge, Louisiana 70810, Telephone: 225.330.0535, Cell E-mail: mark.maier@road2la.org

**Project Manager-QA/QC Sr. Manager, Small Rental Property Program, Louisiana Office of Community Development-Disaster Recovery Unit, Baton Rouge, Louisiana, April 2009 – January 2012**

Ms. Shapiro currently manages the QA/QC team on SRPP. She conducts internal audits, which includes gathering baseline metrics, tracking and reporting non-conformances, and managing corrective actions. Ms. Shapiro is responsible for designing, developing, and coordinating program processes, job-aids, and QA/QC reference materials. She prioritizes audits by the level of risk to monitor production, process, and overall program compliance. Ms. Shapiro’s QA/QC group assesses file compliance and Program controls. Ms. Shapiro’s QA/QC team is responsible to review program files and perform analytics as requested by program management. The QA/QC team performs reviews of the following SRPP functions: applicant relations, benefit determination, verification, closing and post closing, document management, construction management, compliance and monitoring, appeals, as well as issue tracking-fraud, waste, and abuse, among others.

**Reference:** Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue, Austin, TX 78701; Telephone: 512.475.3262; E-mail: kelly.crawford@glo.state.tx.us
Amanda Bordelon
Start-Up Team
Quality Assurance/Quality Control
Document Management & Records Retention
Knowledge Transfer
Information Management Systems
Firm
Shaw Environmental, Inc.
A CB&I Company
Years of Experience
16 years
Education
Bachelor of Science, Environmental Science, Louisiana State University, Baton Rouge, Louisiana, 1995
Highlights
• Developed the Information Storage site used by over 480 users to collect and store the Rapid Repairs Program Data
• Established and managed the process for collecting, documenting, scanning and storing over 17,000 registrant work order packages
• 15 years diverse experience in project management, environmental technical support, and emergency management
• Managed large HMGP in Louisiana
Training
IS-200 Basic Incident Command System, FEMA
IS-800 Introduction to National Response Plan, FEMA
IS-700 Introduction to National Incident Management System, FEMA
IS-100 Introduction to Incident Command System, FEMA
Professional Qualifications
Ms. Bordelon has over 15 years of diverse experience in project management, emergency management, and environmental technical support. She has worked expansively on the development and maintenance of Microsoft Access databases and SharePoint sites to meet a variety of client needs. She has worked extensively on community outreach programs in the New Orleans area. Her outreach activities include coordinating public meetings, representing the state at public meetings, coordinating fielding complaints, and documenting personal property.
She has extensive experience managing large-scale state projects, and has been involved with all aspects of project management including initiation, planning, execution, monitoring, and closing. Other responsibilities include producing technical reports, liaising with clients, and conducting data research and analysis. Her adaptability and dependability make Ms Bordelon an asset on any assignment. Her service-oriented, professional demeanor has enabled her to quickly build rapport with clients and internal management.
Relevant Project Experience
Information Manager, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013
Ms. Bordelon developed the process and the website used to collect and store the information for NYCRRP for the NYCDEP. The website was used by over 480 users including the Client, Auditors, FEMA, City Contractors and Shaw employees.
The website houses a diverse collection of information including Reports, Maps, Project Guidance Documents, Forms, Registrant Work Order Packages, and City Contractor Invoicing.
There were many processes developed for collecting the data, including establishing and managing the collection, documentation, scanning and storing over 17,000 registrant work order packages from the City’s Contractors. This system allows the City to all project related information in once source.
Reference: Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: Email: kmallon@dep.nyc.gov
Deputy Project Manager, Hazard Mitigation Grant Program, Office of Community Development, Disaster Recovery Unit, Baton Rouge, Louisiana, May 2009 – October 2012
For this single largest HMGP in U.S. history, Ms. Bordelon assessed the client’s needs and provided the most qualified personnel for the needed positions. She coordinated all new activities to ensure the proper data was collected to meet the needs of the program and provided the appropriate personnel for the client directed position. She also coordinated meetings, identified areas where data was not being captured, created methods of collecting the required data, and reviewed all client deliverable reports.

Reference: William Haygood, OCD-DRU, 201 North Third Street, Site 7-270, Baton Rouge, Louisiana 70801, Telephone: 225.342.7412

Appeals Department Manager, Small Rental Property Program (SRPP), Office of Community Development, Disaster Recovery Unit, Baton Rouge, Louisiana, April 2009 – October 2009
Ms. Bordelon was responsible for the Appeals Department including ensuring team members were adequately trained in the policy and procedures, tracking department production, and ensuring reporting standards and all production service levels were met. While on the project, all appeals were delivered on time and were accurate with no appeals overturned by the state due to an error or inaccurate application of SRPP procedures.

As an Appeal Department Manager, Ms. Bordelon also reviews the determinations on appeals made by applicants of the SRPP. To make a determination, each applicant file must be reviewed in all data storage systems including Housing Development Software (HDS), WorlTrac®, JIRA, and e-Grants. Each appeal was reviewed against the SRPP policies and procedures that were in place at the time of the application.

Reference: Mark Maier, Program Director, 10049 North Reiger Road, Baton Rouge, Louisiana, 70810, Telephone: 225.330.0535, Cell: mark.maier@road2la.org

Property Database Administrator, Louisiana Road Home Program, ICF International/Office of Community Development – Disaster Recovery Unit, Baton Rouge, Louisiana, September 2008 – April 2009
Ms. Bordelon developed complex custom reports from the Road Home Search and Query Language (SQL) and MS Access databases which hold approximately 32,000 assets on approximately 21,000 chains of custodies. Her reports were requested and provided to the client in a timely manner. She provided up to date status reports on all assets located at Housing Assistance Centers and assets held by Road Home subcontractors; managed the entry of all data into the databases; and compiled reports on the location and status on all of the assets during and after the quarterly audits. Ms. Bordelon developed the process used to gather the property data in the field, transfer to the data team, enter the data into the databases, and store the data. She also conducted comparisons between the Housing Assistance Centers independent facility inventories and the Road Home Databases.

Reference: Mark Maier, Program Director, 10049 North Reiger Road, Baton Rouge, Louisiana, 70810, Telephone: 225.330.0535, Cell: mark.maier@road2la.org

Ms. Bordelon served as the Operations Chief for the Louisiana Governor’s Hurricane Housing Task Force (HHTF) that supported the statewide housing recovery program of the joint federal and state responses associated with Hurricanes Katrina and Rita. Her role involved coordination the actions of 17 Louisiana Army National Guard members on the task force. The task force coordinated the development of FEMA group sites, the “dragging and dropping” of trailers for industry sites, the use of existing commercial pad sites, and individual sites.
Kelly Steinhauer  
**Policies and Procedures Documentation Lead**

**Firm**
Shaw Environmental, Inc.  
A CB&I Company

**Years of Experience**
20 years

**Education**
Master of Business Administration, Marketing, St. Edward's University, Austin, Texas, 2003
BS, Civil Engineering, University of Colorado, 1994
Master of Applied Science, Topographic Science: Cartography, University of Glasgow, Glasgow, Scotland, 1986
Bachelor of Science, Geology, University of Edinburgh, Edinburgh, Scotland, 1982

**Highlights**
- A proven 20-year track record in the engineering, environmental, construction, and technology industries
- Responsible for assisting homeowners with registration and status information

**Professional Qualifications**
Ms. Steinhauer has over 20 years of proven experience in marketing and related fields. She is a results-orientated leader and oversees multi-national and cross-functional teams of project managers, subject matter experts, subcontractors, writers and designers in planning, developing, and documenting technical solutions for projects and programs. Ms. Steinhauer provided valuable leadership and expertise as a community outreach and customer service representative on the New York City Rapid Repair Program.

**Relevant Project Experience**
Community Outreach/Customer Service Representative Coordinator, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013,

The New York City Rapid Repairs Program is a first of its kind, pilot program established to temporarily repair affected homes in order to restore heat, electricity and hot water to more than 14,000 homes in New York City that were impacted by Hurricane Sandy. In her role as Community Outreach/ Customer Service Representative Coordinator, Ms. Steinhauer assisted homeowners with registration and status information as well as fielded complaints and concerns in the field.

**Reference:** Rachelle Squire, Project Manager, New York City Department of Environmental Protection, 250 Broadway, New York, New York 10007, Telephone: 718.612.2480, Email: rsquire@cityhall.nyc.gov

**Director, Proposals & Marketing,**  
**Environmental & Infrastructure, CB&I, Inc. (Formally The Shaw Group, Inc.), Denver, Colorado, October 2009 – Present**
Ms. Steinhauer plans and coordinates resources in support of proposal and marketing activities with business units across division as well as balances workload, leads status meetings, and monitors status of activities within the group. She regularly works with executive, senior management and business development teams during the capture planning phase to assess opportunities, develop budgets, participate in gate reviews and go/no go decisions, and implement winning strategies focused on capturing specific business opportunities. She conducts research; performs external and internal analyses; captures client issues, needs, and expectations; and develops win strategies and themes as part of capture plan. Additionally, she manages all aspects of must win and strategic proposal preparation with proposal team consisting of staff from legal, estimating, operations, and business development during proposal development.
Anthony Scott  
**Homebuilder Prequalifications & Outreach Plan**

**Assignments/Bid Packages**

**Firm**  
Shaw Environmental, Inc.  
A CB&I Company

**Years of Experience**  
10 years

**Education**  
Bachelor of Science, Geography, Resource, and Environmental Management, Texas State University, San Marcos, Texas, 2004

**Highlights**
- More than 10 years of experience in the construction field with 4 years of direct experience with disaster recovery  
- Knowledgeable of NEPA, Clean Water Act, CERCLA, RCRA, Clean Air Act, and OSHA regulations

**Registrations/Licenses**  
Licensed Realtor, Texas, No. 622358

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**Professional Qualifications**

Mr. Scott has over 10 years of senior project management experience in the construction industry and over 8 years experience as a consultant in the environmental, health, and safety field. Mr. Scott’s skill set brings well seasoned expertise in program and project development and management; business development; compliance with corporate based objectives; client retention; and excellent interpersonal communication skills effective across many organizational levels.

Mr. Scott has spent several years working as a construction project manager where he provided project management and oversight for several large scale disaster recovery programs. In that role, he has provided management and oversight for over 3,000 reconstruction projects in Texas which required an environmental assessment and clearance for each project and provided management and oversight to over 11,500 repair projects in New York through supervision of daily activities of business support, technical assistance, and production of staff as specified according to project guidelines. He uses in-depth knowledge of construction practices and work processes to resolve standard/non-standard problems while setting priorities for team members to ensure task completion. He coordinates work activities/resources as needed to meet project objectives and scope.

Prior to working for Shaw, Mr. Scott developed and built a general contracting company working on projects as large as $7 million providing innovative solutions for various aspects of construction and remodeling throughout the Austin metropolitan area. As the general contractor and project manager, Mr. Scott was responsible for the total execution of projects including leadership, profit and loss, regulatory compliance, efficient utilization of resources, contract administration, cost administration, building projects per plans and specifications, schedule adherence, and meeting production/profitability goals. In addition, Mr. Scott recruited and supervised multiple crews of independent contractors while emphasizing the importance of environmental, health, and safety at the job. Throughout Mr. Scott’s time as a project manager, he developed substantial annual revenues by building effective business and referral relationships.

**Relevant Project Experience**

**Communications and Construction Coordinator, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013**

The NYCRRP provided help to New Yorkers impacted by Hurricane Sandy by providing expedient and temporary repairs intended to protect homes from further weather-related damages as allowed by $600 million provided by the federal grant. The program also provided repairs to electricity, heat, gas, and hot water systems located within homes damaged by the storm. As a communications and construction coordinator, Mr. Scott provided direct
and streamlined communication on behalf of the program to New York City elected officials for information requests. He managed high priority issues and complaints through a strategic approach and allocation of resources. Program call center personnel took over 8,000 community outreach phone calls and provided program management and oversight over a five-month period of over 11,500 residential construction projects damaged by Hurricane Sandy within five boroughs of New York. Mr. Scott ensured clear communication was provided to program personnel, elected officials, contractors, and program applicants and that program resources were coordinated as needed in order to provide resolution to program issues and complaints.

Reference: Erica Keberle, Deputy Director of Legislative Affairs, New York City Mayor’s Office, 253 Broadway, New York, New York 10007; Telephone: 212.788.2832; Email: ekeberle@cityhall.nyc.gov

Construction Manager and Scientist, Bastrop County Complex Fire Recovery Program (BCCFRP), Texas General Land Office and Galveston County, Galveston County, Texas, July 2012 – Present
Mr. Scott conducted several environmental site assessments of housing and infrastructure sites at locations throughout Bastrop County after the county was impacted by the wildfires in 2011 in an effort to gather on-site information to be included in the Environmental Review Record as required by the National Environmental Policy Act and HUD’s environmental review procedures of 24 C.F.R. Part 58 in order to obtain environmental clearance and a release of funds for HUD funded projects.

Reference: Kelly Warner, Program Administrator, Texas General Land Office, 1700 North Congress Avenue, Suite 935, Austin, Texas 78701; Telephone: 512.861.4966; Email: kelly.warner@glo.texas.gov

Construction Manager and Scientist, Galveston County Housing Assistance Program (GCHAP), Texas General Land Office and Galveston County, Galveston County, Texas, May 2010 – July 2012
Mr. Scott provided program management, construction oversight, and assistance with environmental clearance for approximately 600 projects consisting of the demolition, repair, rehabilitation, reconstruction, of single family homes and multi-family (1-4 units) at housing projects damaged by Hurricane Ike within Galveston County.

Reference: Jim Gentile, Galveston County Housing Director, Galveston County Housing & Economic Development Office, 722 Moody Street, Galveston, Texas 77550; Telephone: 409.765.2658; Email: james.gentile@co.galveston.tx.us

Construction Manager, Texas Housing Assistance Program (THAP)/Sabine Pass Restoration Program, Texas Department of Housing and Community Affairs (TDHCA), Houston, Texas, July 2009 – July 2011
Mr. Scott provided construction oversight and guidance to more than 15 home building companies simultaneously. He maintained project production levels according to schedule as part of the reconstruction and rehabilitation processes of over 2,500 reconstruction projects and over 275 rehabilitation projects for homes damaged by Hurricane Rita. He assisted home builders in the management and coordination of field activities, ensuring that all projects met program quality standards, cycle times, and budgets.

Reference: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue Austin, Texas 78701; Telephone: 512.475.3262; Email: kelly.crawford@glo.state.tx.us
Mickey Tims, AIA, NCARB

Homebuilder Prequalifications & Outreach Plan

Construction Standards/House Design/Engineering

Firm
Shaw Environmental, Inc.
A CB&I Company

Years of Experience
29 Years

Education
Bachelor of Architecture, Architecture, Louisiana Tech University, Ruston, Louisiana, 1984
BAAS, Architecture, Louisiana Tech University, Ruston, Louisiana, 1983

Highlights
- More than 29 years of experience in the architectural profession
- Construction management and project management experience

Registrations
Architect, Georgia, Registration No. RA010694
Architect, Louisiana, Registration No. 5846
Architect, South Carolina, Registration No. 4316

Professional Qualifications

Mr. Tims, an AIA and NCARB licensed architect, has more than 25 years of experience in the architectural profession. He is experienced in a wide range of project types, including mixed use commercial; retail; corporate; educational; manufacturing; industrial; and pharmaceutical; churches; and multifamily and single-family residential projects.

As architectural manager, Mr. Tims provides design planning and oversight, including interior design and renovations, review of all design documents from the general contractor, and will have direct coordination with AOC in-house staff on the AOC CMS project.

Mr. Tims is a strong design manager, overseeing over $850M in architectural projects. His strengths include personnel management, goal setting, business strategy, procedures, budget management and scheduling, marketing, client relations, mediation, contract negotiations, problem solving, multitasking, and strong communication/presentation skills.

His experience includes extensive involvement in all phases of the architectural profession, with emphasis on strategic planning, master planning, needs assessments, capital planning, programming and operation issues; and a developed expertise in the areas of code review and compliance, program and project management, construction methods, construction documentation, specifications, products and materials selection, and construction administration.

Relevant Project Experience

Design Advisor, Texas Homeowners Assistance Program and Sabine Pass Restoration Program (THAP/SPRP), Texas Gulf Coast Region, Texas, 2006 - December 2010

On September 24, 2005 Hurricane Rita hit the Texas Gulf Coast region which impacted more than 22 counties and caused major damage or completely destroyed more than 75,000 homes. Of these, over half of the homes were uninsured. Many of the damaged households were located in areas occupied by residents with low – moderate income households. Additionally, many homeowners who declared their homes damaged by Hurricane Rita were denied assistance while other homeowners were unable to or did not apply for assistance. Immediate assistance came from a variety of local and national faith-based and recovery groups. To date they have repaired over 1,500 homes.

As part of the disaster recovery effort, Housing and Urban Development (HUD) allocated approximately $222 million in Community Development Block Grant funding to the Texas Department of Housing and Community Affairs (TDHCA) that was to be administered throughout 22 designated counties which included a majority of Southeast Texas and Sabine Pass. Of the $222 million in funding provided to TDHCA, approximately $210 million were
allocated to the Texas Homeowners Assistance Program (THAP) and approximately $12 million were allocated to the Sabine Pass Restoration Program (SPRP) which was used to repair, rehabilitate, reconstruct, and replace over 2,200 homes.

In an effort to expedite the recovery effort, TDHCA engaged the services of ACS State & Local Solutions along with Shaw Environmental & Infrastructure to provide oversight and management of THAP and SPRP. ACS, the prime contractor for THAP and SPRP, provided performance based resource management Programs. Shaw, a subcontractor to ACS, provided support to THAP/SPRP with simultaneous management of a team of more than 15 Production Homebuilding Companies throughout the course of the Programs and ensured client objectives were met according to Program guidelines. The Shaw Team, experienced in a multitude of construction disciplines, offered project management and implementation staff with specialized knowledge of local, state, and federal grant programs. Since 2006, the Shaw Team has provided management, administration, monitoring and/or oversight of the distribution of more than $21 Billion in federal funds for related HUD Disaster Recovery and Housing CDBG programs, most of which are located in the Gulf Coast region. In less than two years, over 2,150 homes have been completed by THAP/SPRP which resulted in the utilization of over $164 million in pass through funds. THAP/SPRP is expected to have completed approximately 2,520 homes by the end of December 2010.

Mr. Tims provided architectural support in preparing specifications and procurement documents that comply with ANSI A117.1 and 49 CFR31528 as developed by General Services Administration. The project would require multiple subcontractors to provide multiple variations of house designs that meet these requirements and would be acceptable to the recipients and be constructed and installed with a short two year time frame.

Reference: Kelly Crawford, Program Manager, Texas General Land Office, 1700 Congress Avenue Austin, Texas 78701, Telephone: 512-475-3262, Email: kelly.crawford@glo.state.tx.us

Public Safety Headquarters, Design and Construction Oversight, Atlanta, Georgia

Mr. Tims provided architectural design support for the design and construction of the city’s public safety headquarters. He completed an assessment of the city’s required space needs and adjacencies, and also evaluated programming design requirements, including space planning, interior features, space relocation during construction, and modifications. He also provided architectural consulting, technical direction, and quality control for the design of this facility. The project includes design for LEED Silver certification of a 175,000 sq ft facility that serves the police department, fire department, and call center. The facility is used for investigation of crimes, as well as all communications and public relations.

Oil Field Services (OFS) and Training Facilities, Shreveport, Louisiana, and Kellyville, Oklahoma

Mr. Tims provided architectural support, which included third-party review and construction management for code compliance, constructability, construction quality assessment, and programming requirements for the design and construction of two Schlumberger facilities. Design of the 250,000 sq ft Schlumberger’s OFS facility in Shreveport, LA, included logistics coordination, call center, vehicle maintenance, facility security, explosion, and radiation protection. Schlumberger’s 60,000 sq ft training facility in Kellyville, OK, was designed with sustainability features, including a two-story glass atrium, energy-efficient lighting, marble flooring, millwork, and energy efficient track lighting throughout the facility, as well as use of recycled materials.
Jeremy Williams
Damage Assessors
Firm
Tutor Perini
A Roy Anderson Company

Years of Experience
10+ years

Education
- Bachelor of Science, Construction Engineering, University of Southern Mississippi, Mississippi
- Associate of Arts, Business Management, Pearl River Community College

Highlights
- Experienced in disaster recovery projects
- Specialized experienced in quality control

Professional Qualifications
Mr. Williams has worked on several large projects overseeing quality control. His responsibilities included implementing quality control policies and procedures as well as ensuring all work is installed properly. His recent experience includes working with individual homeowners and the governmental agencies overseeing the New York City Rapid Repairs Program.

Relevant Project Experience
Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013
This $129 million contract was a first-of-its-kind NYCRRP. Our Rapid Repair team was composed of Roy Anderson Corporation supervisory personnel and more than 1,600 skilled Union trades workers performed demolition and removal of storm damaged property to allow installation, and repair of indoor walls, electrical wiring, plumbing, flooring, hot water heaters and other systems so that families could return to their homes as quickly as possible. This project consisted of the reconstructing, repairing, or retrofitting the storm damage to 4,600 homes both public and privately owned.

Reference: Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov

Quality Control, Isle of Capri Casino, Cape Girardeau, Missouri, June 2011 – June 2013
This project consists of a 160,000 square-foot casino complex and a 1,000+ space surface parking lot. Amenities include a buffet, casual restaurant, express food venue, and an entertainment bar with an indoor/outdoor deck. Back of house offices and support facilities, a multi-function room and structural provisions for a future 200+ room hotel are also included in the project. All craft and trades work for this project was performed in a total union environment.

Reference: Mr. Richard Meister, Isle of Capri Cape Girardeau, LLC, 600 Emerson Rd, Suite 300, St. Louis, Missouri 63141, Telephone: 314.910.1269

Quality Control, Margaritaville Casino and Restaurant, Biloxi, Mississippi, March 2011 – October 2012
This project included a 25,300 square-foot casino with a Volcano Bar, a 2,869 square-foot Margaritaville restaurant with seating indoors and on an outdoor dining deck, a 3,095 square-foot buffet restaurant, a 17,000 square-foot events center, 1220 square-feet of retail space and an outdoor entertainment area and marina with 10-permanent slips and 27 transient slips. Also included was a 984-car parking lot. This project is approximately 81,000 total square feet.

Quality Control, Harrison County Evacuation Shelters, Gulfport, Mississippi
This project consisted of three hurricane shelters being built concurrently at three different locations. Buildings were approximately 14,000 square-foot pre-cast concrete shelters designed to be self sufficient for up to 48 hours, including stand alone sewage treatment, water supply and power generation.
Steve Young  
**Damage Assessor**

**Firm**
Tutor Perini  
A Roy Anderson Company

**Years of Experience**
21+ years

**Education**
- Computer Programming/Network Engineering, Ogeechee Technical College, Statesboro, Georgia
- Advanced Lotus, Database, UNIX, Swainsboro Technical Institute, Swainsboro, Georgia
- National Education Centers Internal Computer Repair, Phoenix, Arizona

**Highlights**
- 21+ years of industry experience
- Experienced in disaster recovery projects
- Specialized expertise in project analysis and valuation

**Professional Qualifications**

Mr. Young has extensive experience on large construction projects. His expertise in project management, analysis, and valuation will benefit the RREM program. Additionally, his recent experience includes working with individual homeowners and the governmental agencies overseeing the New York City Rapid Repairs Program.

**Relevant Project Experience**

**Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – March 2013**

This $120 million contract was a first-of-its-kind NYCRRP. Our Rapid Repair team was composed of Roy Anderson Corporation supervisory personnel and more than 1,600 skilled Union trades workers performed demolition and removal of storm damaged property to allow installation, and repair of indoor walls, electrical wiring, plumbing, flooring, hot water heaters and other systems so that families could return to their homes as quickly as possible.

This project consisted of the reconstructing, repairing, or retrofitting the storm damage to 4,600 homes both public and privately owned.

**Reference:** Kathryn Mallon, Deputy Commissioner, New York City Department of Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718 595 6183, Email: kmallon@dep.nyc.gov

**Construction Manager, Revel Entertainment Casino Resort, Atlantic City, New Jersey**

Mr. Young managed the construction of the 70-story $2.7 billion high rise. He de-scoped and prepared bids for interior completion; planned procedures for construction on the basis of starting and completion times and staffing requirements for each phase of construction; coordinated subcontractors and supervised employees; procured equipment, labor and materials to conform to work schedules; managed budget and completion schedules; and troubleshoot ongoing projects that were behind and return project to schedule.

**Construction manager, Harrah’s-Margaritaville-Marina Key, Biloxi, Mississippi**

Mr. Young performed all aspects of construction management for this $800 million project. He planned procedures for construction on the basis of starting and completion times and staffing requirements for each phase of construction. He coordinated subcontractors and supervised employees; procured equipment, labor and materials to conform to work schedules; managed budget and completion schedules; troubleshooting ongoing projects that are behind and return those projects to schedule. Mr. Young also interacted with clients on project details, work status and alterations.
Carl Fricke  
**Damage Assessor** 

**Firm**  
Tutor Perini  
A Roy Anderson Company  

**Years of Experience**  
25+ years  

**Highlights**  
- 25+ years of construction industry experience  
- Experience working on disaster recovery projects  
- Specialized experience in the subcontractor management  

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**Professional Qualifications**

Mr. Fricke has experience working on large construction projects. His responsibilities include the oversight and management of multiple subcontractors concurrently. He has many years of construction experience that give him a working knowledge of construction in general as well as costs associated with construction and renovation projects. Additionally, his recent experience includes working with individual homeowners and the governmental agencies overseeing the New York Rapid Repairs Program.

**Relevant Project Experience**

**Superintendent, New York City Rapid Repairs Program (NYCRRP), New York City**  
Department of Environment Protection, New York, New York, November 2012 – March 2013  

This $120 million contract was a first-of-its-kind NYCRRP. Our Rapid Repair team was composed of Roy Anderson Corporation supervisory personnel and more than 1,600 skilled Union trades workers performed demolition and removal of storm damaged property to allow installation, and repair of indoor walls, electrical wiring, plumbing, flooring, hot water heaters and other systems so that families could return to their homes as quickly as possible. This project consisted of the reconstructing, repairing, or retrofitting the storm damage to 4,600 homes both public and privately owned.

**Reference:** Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York, 10007, Telephone: 718.595.6183, Cell: [redacted] Email: kmallon@dep.nyc.gov  

**Superintendent, Margaritaville Resort and Casino, Bossier City Venture, Bossier City, Louisiana, March 2012 – June 2013**

The resort will feature a 30,000 square-foot single-level gaming floor with more than 1,300 slot machines and 46 table games as well as the famous “It’s 5 O’clock Somewhere” bar. The project will also feature a 396-room, 18 story hotel, a 900-seat state of the art entertainment venue, spa and fitness center, outdoor pool deck and dining area, dramatic landscaping and four food and beverage outlets, including the trademark Margaritaville Restaurant.

**Reference:** Paul Alanis, Owner, Silver Slipper Gaming, Office: Telephone: 626.356.1188, Email: palanis@silverslippergaming.com  

**Superintendent, Revel Entertainment, Revel Resort, Atlantic City, New Jersey**

The $2.4 billion resort features two 53-story, 1,900-room hotel towers and a five-story structural steel podium that will house a 145,000 square-foot gaming area, 5,000 seat event center, entertainment areas, retail, restaurants, a full service spa with indoor and outdoor pools, a three-story nightclub, multiple lounges, a coffee shop, meeting and conference center, back of house functions and an adjoining 7,700-car parking garage.

**Reference:**
Joseph Ehrhardt  
**Damage Assessor**  

**Firm**  
FWH Associates, P.A.

**Years of Experience**  
30+ years

**Highlights**
- More than 30 years of construction experience including residential, commercial, industrial, and institutional construction in low, mid, and high rise structures
- Performs inspections and analysis of building components and structures, conducts field investigations, and prepares reports

**Registrations**
- Licensed Construction Official, New Jersey  
License# 007775
- Building Subcode Official
- HHS – High Rise/Hazard Specialist
- ICS – Industrial/Commercial Specialist
- RCS – Residential/Light commercial Specialist
- EIFS Special Inspector

**Professional Qualifications**
Mr. Ehrhardt is the Director for the Division of Transitions and Building Forensics with FWH Associates, an architect/engineering firm specializing in the multifamily industry including civil engineering and architectural services. His responsibilities include inspections and analysis of building components and structures, conducts field investigations, and prepares reports. His experience includes residential, commercial, industrial and institutional construction in low, mid and high-rise structures. Mr. Ehrhardt has provided forensic building code and technical analysis, investigations and reports for a wide range of clients, including new and existing building defects, building fire and safety, and corrective construction methods and costs.

Mr. Ehrhardt has made a career in the construction industry. His most recent work includes a position as a construction code official and building subcode official for a third-party municipal agency. He is highly experienced from plan review to field inspections of residential construction, high rise building, industrial plants, single family homes, tenant fit-outs for malls, and office buildings, schools, churches, and restaurants.

Mr. Ehrhardt has over 30 years of experience as a master carpenter as well as years of actual hands on construction experience as the owner of a carpentry and wood framed construction contracting firm that specialized in residential construction, construction of new homes, post and beam and log buildings, light commercial buildings, and custom interior mill work.

Mr. Ehrhardt has extensive experience and knowledge in building construction codes, water infiltration investigations, building ventilation issues, low slope and steep slope roofing construction, structural inspections, facade replacement projects, fire safety requirements, as well as plumbing and mechanical issues. He also has extensive knowledge in building siding systems investigation and analysis, including Exterior Insulation and Finish systems (EIFS) and traditional hard-coat stucco systems, as well as invasive investigation of all residential cladding systems.

Mr. Ehrhardt has extensive experience in concrete and masonry installations. These include reinforced structural concrete and rehabilitation of existing concrete structures. In addition, Mr. Ehrhardt has extensive experience with removal of brick facades and reconstruction of flashings details between dissimilar materials. These buildings include single story to high rise construction buildings of all use groups.

Mr. Ehrhardt has investigated and prepared documentation in support of claims and litigation related to construction defects and deficiencies, including providing professional testimony. He currently is involved with negotiations between developers and community associations for the transition phase.
Ellen McCabe
*Lead-Based Paint & Asbestos*

**Firm**
McCabe Environmental Services, LLC

**Years of Experience**
27 years

**Education**
Bachelor of Science, Biology, Cook College, Rutgers University, New Brunswick, New Jersey, 1984
Masters of Public Health, Public Health, University of Medicine & Dentistry of New Jersey, Piscataway, New Jersey, 2000

**Highlights**
- 27 years of experience of laboratory experience testing asbestos

**Registrations/Certifications**
ISO 9000 Certified Lead Inspector
NIOSH 582 Certified Asbestos Analyst
AIHA Board Approved AAR Analyst

**Professional Affiliations**
American Industrial Hygiene Association, Member
American Public Health Association, Member

**Professional Summary**
Ms. McCabe has been performing environmental consulting services since 1986. During her tenure in the environmental consulting and testing field, she has established six (8) phase contrast laboratories, four (4) polarized light bulk sample laboratories and one (1) transmission electron microscopy laboratory nationwide for her previous employer, SGS North America.

Ms. McCabe is also a trained International Standards Organization (ISO) 9000 Certified Lead Inspector. Ms. McCabe has supervised a staff of over 30 laboratory technicians and is responsible for the firm’s QA/QC procedures and standards. She is also responsible for obtaining and maintaining the firm’s laboratory accreditations with organizations such as the New York State Department of Health ELAP. She has been responsible for the Chemical Hazard Programs and the Community Right-to-Know/Hazard Communication Programs.

Ms. McCabe has over 27 years’ experience as a certified polarized light microscopy analyst for the analysis of asbestos fibers in bulk materials, and as a NIOSH 582 certified asbestos analyst. She is also trained in the proper safety, operation, handling, and testing with a radioactive instrument. Ms. McCabe brings to this contract extensive experience in establishing on-site laboratories, asbestos analysis and supervising, coordinating and quality controlling the analysis of numerous samples at one time.

As owner and managing member, Ms. McCabe is responsible for all corporate operations, including administration, business development, technical sales and marketing, and coordination and management of all laboratory related projects since 1999. Ms. McCabe has over 27 years of experience as Laboratory Director as well as a phase contrast and polarized light microscopy asbestos analyst.

**Relevant Project Experience**

**Project Manager, Asbestos Air Sampling and Analysis, Riverbay Corporation/Coop City, Bronx, New York**
McCabe Environmental Services was awarded, and renewed, a two year contract for providing daily asbestos air sampling and analysis in 15-30 apartments per day during the flooring replacement and restoration project. We also provided on-call environmental services for the 15,000 unit apartment complex located at Coop City.

**Laboratory Director, New York City School Construction Authority, New York, New York**
Ms. McCabe was responsible for meeting with and negotiating the contract once awarded. As Laboratory Director, she was also responsible for ensuring QA/QC procedures for all samples analyzed and reports issued. During this contract she was also responsible for all contract negotiations as well as request for payment activities.

Ms. McCabe has also personally supervised the collection, submittal, analysis, QA/QC data review, and reporting of over 17,000 lead dust wipes, paint
chips, and soil samples collected and analyzed within a three month period for the New York City Housing Authority.

**Project Manager/Laboratory Director, Asbestos Air Sampling and Analysis, Parkchester Apartment Complex Bronx, New York**

Ms. McCabe was the sole individual responsible for the execution of this contract. She created, staffed, equipped and managed this project from the onset. She was responsible for setting up an onsite ELAP accredited laboratory in order to accept, and immediately analyze and report the results of approximately 150 samples in a 4 hour period each work day. This immediate turnaround allowed for the reoccupancy of each occupied apartment by the end of each day.

She was the laboratory director and analyst directly responsible for the asbestos PCM analysis of over 88,000 asbestos air samples collected in a 5-year period for the renovation project that took place at the Parkchester Preservation Complex in the Bronx, New York.
John Chiaviello

Lead-Based Paint & Asbestos

Firm
McCabe Environmental Services, LLC

Years of Experience
27 years

Education
Master of Science, Biology, Montclair State College, 2000
Bachelor of Science, Biology, Roanoke College, 1984

Highlights
- 27 years of experience in environmental and industrial hygiene including asbestos, lead-based paint, indoor air quality and industrial hygiene testing and inspections using real-time instrumentation and standard wet chemistry

Registrations/Certifications
New York City Department of Environmental Protection Asbestos Investigator
New York State Certified Asbestos Inspector/Management Planner
New York State Certified Asbestos Project Designer
EPA/AHERA Accredited Asbestos Project Designer
EPA/AHERA Accredited Asbestos Inspector/Management Planner
EPA/New Jersey Certified Lead Inspector/Risk Assessor
EPA/New York Certified Lead Risk Assessor
New Jersey Asbestos Safety Technician
NIOSH 582-Asbestos Analyst
NIOSH AAR-Registered Asbestos Analyst
Radiation Safety Certificate for Lead-Based Paint Detection Equipment (XRF)
Certified Microbial Consultant
New Jersey Radon Measurement Specialist

Professional Summary
Mr. Chiaviello has 27 years of experience in environmental and industrial hygiene consulting. In addition, he has acquired an extensive amount of experience in the field of asbestos, lead-based paint, indoor air quality and industrial hygiene testing and inspection, using real time instrumentation, and standard wet chemistry methods. His past project experience includes:

- Lead-based paint investigation and risk assessment, abatement design and project monitoring
- Asbestos inspections, hazard assessments, specification preparation, air monitoring and supervision
- OSHA and environmental training
- Microbiological investigations (mold/bacteria)
- Industrial Hygiene Surveys and Personnel Monitoring
- Groundwater sampling surveys and stream effluent studies
- Wildlife surveying and productivity monitoring
- Indoor air quality surveys and investigations.
- Potable water testing and analyses
- Property transfer assessments

Relevant Project Experience

Project Manager, Asbestos Abatement, New Jersey Transit/The CM Consortium ARC Tunnel Project - Tonnelle Avenue Underpass, North Bergen, New Jersey
McCabe Environmental was responsible for providing asbestos abatement project management, sample collection and analysis, and abatement contractor surveillance for the asbestos abatement prior to the demolition of a 145,000 square foot multi-building warehouse facility. This facility was in the direct path of the proposed tunnel that was to be built by New Jersey Transit. The abatement work included the removal of asbestos-containing flooring, built-up roofing, transite roofing panels, roofing tar, skylight flashing, pipe insulation, boiler insulation, flexible ducting, ceiling tiles mastic, acoustical plasters, electrical wiring and panel boxes, mastics, and window caulk.

McCabe Environmental supervised the work of two separate abatement contractors. The abatement work was conducted in multiple locations and within multiple containments at the same time. Our staff supervised all work and provided continuous air monitoring throughout the project. We also acted as
liaison with the abatement contractor, the State of New Jersey, The CM Consortium and New Jersey Transit. In addition, we also performed bulk sampling of additional materials that were discovered during the course of the abatement work. We conducted a final comprehensive inspection and provided appropriate documentation to the New Jersey Department of Community Affairs for the authorization of the demolition permits.

**Project Manager, Asbestos and Lead-Based Paint Investigation, Surveys and Abatement Monitoring, New York City School Construction Authority (SCA), New York, New York**

Mr. Chiaviello was directly responsible for the supervision and execution of three separate contracts, valued at $2 million each, for the SCA. Each contract entailed conducting investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint. Work was conducted within hundreds of schools throughout the five boroughs of New York City, most of which is emergency basis for asbestos and lead-based paint services.

**Project Manager, Asbestos and Lead-Based Paint Investigation, Surveys and Abatement Monitoring, New York City Department of Design and Construction, New York, New York**

Mr. Chiaviello was directly responsible and supervised four contracts for the Authority. Each contract entailed conducting investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint.

**Project Manager, Asbestos and Lead-Based Paint Abatement, New York Pennsylvania Station, New Jersey Transit, New York, New York**

Mr. Chiaviello was directly responsible and supervised two contracts for New Jersey Transit for the asbestos and lead-based paint abatement conducted during the expansion of their operations in New York Pennsylvania Station. The team conducted investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint at track level and within the concourse levels. Work was conducted over a two-year period. Due to the nature of the occupied railroad station, and the overhead AC Catenary, and DC 3rd rail electrical lines, in-depth coordination with New Jersey Transit, Amtrak, and Long Island Railroad was imperative, as was the requirement for safety, and proposing and being granted several project variances with the City of New York.

**Project Manager, Indoor Air Sample Collection and Design, Pure Solutions, New York, New York**

Mr. Chiaviello managed the indoor air sample collection and design for the decontamination of Manhattan-based apartments following the collapse of the World Trade Center Towers, as well as provided training to NBC personnel in proper use of personal protection equipment including respirator fit-testing and donning of Tyvek suits.

**Project Manager, Asbestos and Lead-Based Paint Inspection and Project Design, Northern Bay Management Group, LLC, Plainview, New York**

Mr. Chiaviello is directly responsible and supervises the asbestos and lead-based paint inspection and project design for the Nassau County Office Complex, located in Plainview, New York. The project involved the comprehensive inspection for both lead-based paint and asbestos of the 150 acre/30 building complex. Mr. Chiaviello is currently acting as the Asbestos Program Manager for the entire facility and is responsible for supervising all asbestos work at the facility.

**Project Manager, Asbestos, Lead-Based Paint, and Mold Inspections and Training, New York City Agency for Child Development, New York, New York**

Mr. Chiaviello performed asbestos, lead-based paint and mold inspections, asbestos and lead–based paint training, and IAQ surveys in over 600 day care centers throughout the five boroughs of New York. Sample collection and analysis included asbestos and lead-based paint testing, water sampling for lead, and mold and bacteria investigations.
Robert Lee  
**Surveyor/Elevation Certificates/Geotechnical Firm**  
Lippincott Jacobs  

**Years of Experience**  
30+ years  

**Education**  
Surveying for Professionals, Gloucester County College  
Professional Land Surveyors Review, Drexel University  
Boundary Control and Legal Principals, Rutgers University, Camden, New Jersey  
Surveying, Legal Aspects of Land Title Surveying, and Fundamentals of Surveying, Camden County, Vermont  

**Highlights**  
- Coordination of multiple survey crews  
- Strong boundary law and geodetic datums  
- Experience with New Jersey shore flood elevation certificates and existing conditions surveys  

**Registrations**  
Registered Professional Land Surveyor, Registration No. 36741  

### Professional Qualifications

Mr. Lee, a Licensed Professional Land Surveyor, has more than 30 years of experience in all phases of land development surveying, including a strong background in boundary, title and topographic surveys, and construction layout. He has directed hundreds of surveys (topographic, ALTA/ACSM and outbound) for a variety of tracts ranging in size from 2 to 500 acres for commercial, industrial, residential and governmental uses.

### Relevant Project Experience

**Lead Professional Land Surveyor, HESS Newark Energy Center for PB Power, Newark, New Jersey, January 2009 – January 2012**  
Mr. Lee directed surveying services for a new $100 million, 655-megawatt gas-fired, and electricity generating facility. This consists of a topographic survey and subdivision of the site. The project involved running cable transmission line from the proposed site to the transmission grid. Detailed aerial surveys have been performed. Subsurface utility markings and conventional survey methods have also been performed. LJCE has also been working with Hess Real Estate to investigate right of ways, property lines, tide laws, grants and conveyances to determine any title issues.

**Reference:** Donald Cecich, Assistant Vice President, PB Power, 75 Arlington Street, 4th Fl. Boston, Massachusetts 02116, Telephone: 617-960-4864, Email: cecich@pbworld.com

**Lead Professional Land Surveyor, Lakehurst Naval Air Station Advanced Arresting Gear Test Site for Ranco Construction, Lakehurst, New Jersey, April 2009 – May 2012**  
Mr. Lee directed the construction layout of all improvements associated with the construction of the $10.7 million Advanced Arresting Gear Test Site at the Lakehurst Naval Air Station (MCON Project P-251), including all storm drainage, control buildings and layout for saw cutting.

**Reference:** Scott Berry, President, Ranco Construction, 2 Coleman Court, Southampton, New Jersey 08088, Telephone: 609-702-7577, Email:  

**Lead Professional Land Surveyor, Country Woods II Major Subdivision for DKR Holdings, LLC, Burlington Twp., New Jersey, November 2011 – Present**  
Mr. Lee was responsible for boundary, topography and preparation of final plans for the residential subdivision. The concept plan showed 41 lots, but through revisions to the layout, two additional lots were able to be created. The end result was a pleasing aesthetic concept for the client while adhering to Best Management Practices and local ordinances.

**Reference:** Dennis E. Howarth, Partner, DKR Holdings, LLC, 120 Route 156, Yardville, New Jersey 08620 Telephone: 609-807-8307, Email: dhowarth@bchtholdings.com
H. Murat Arkan
Surveyor/Elevation Certificates/Geotechnical Firm
Lippincott Jacobs

Education
Master of Science, Civil/Geotechnical Engineering, Drexel University, Philadelphia, Pennsylvania, 1993
Bachelor of Science, Civil Engineering, Middle East Technical University, Ankara, Turkey, 1981

Highlights
- Geotechnical Investigations
- High Rise Building Foundations
- Deep and Shallow Foundations involving Settlement and Pile Capacity Analyses
- Ground Modification Techniques

Registrations
Registered Professional Engineer (Civil), Pennsylvania, Registration No. PE071396
Professional Engineer (Civil), New Jersey, Registration No. GE04589100
Professional Engineer (Civil) Delaware, Registration No. 14696

Professional Qualifications
Mr. Arkan has diverse experience with all types of foundation systems, ranging from shallow footings and mats to piles and drilled piers; settlement and slope stability analyses; earth retaining structures; flexible and rigid pavements, and many ground modification applications. He also directs laboratory investigations, carries out refined engineering analyses, reviews and prepares geotechnical engineering reports. He has direct supervision of all geotechnical related drilling activities for projects of various sizes. He is well versed with computer software applications in various

Relevant Project Experience
Geotechnical Project Engineer, Lockheed Martin Combat Engineering Research Building for Fay Spofford & Thorndike, LLC, Moorestown Township, New Jersey, August 2011 – January 2012

Mr. Arkan served as the Geotechnical Engineer for this project which involved geotechnical investigation of a 2-story, steel frame structure, adjacent to an existing building. Detailed settlement and liquefaction analyses were performed for various footing capacities. Pavement design for light and heavy duty areas were also performed and finalized for this project.

Reference: Mike Govoni, PE, Senior Project Manager, Fay Spofford & Thorndike, LLC, 5 Burlington Woods, Burlington, Massachusetts 01803, Telephone: 781.221.1213, Email: MGovoni@fstinc.com

Geotechnical Project Engineer, Widener University, New Building Addition, Chester, Pennsylvania, December 2011 – February 2012

Mr. Arkan served as the Geotechnical Engineer for the design of Helical Piles based on the available test boring information. Helical pile depths, required installation torque and pile capacities were determined for vertical and battered helical pulldown micropiles.

Reference: Mr. Steve Vaspoli, Vaspoli Custom Builders, Inc., 18 Sycamore Drive, Blackwood, New Jersey 08012, Telephone; 856.374.1189, Email:

Geotechnical Project Engineer, Burlington Coat Factory, New Warehouse Building, Florence Township, New Jersey, February 2012 to March 2012

Mr. Arkan was responsible for the preparation of preliminary geotechnical report for the construction a new warehouse building for the Burlington Coat Factory. Detailed foundation analyses and pavement design were carried out as part of the geotechnical investigation.

Reference: Ms. Melissa Boughton, 1830 Rt. 130 North, Burlington, New Jersey 08016, Telephone: 609.387.7800, Email: melissa.boughton@coat.com
Tara Gass

**Duplication of Benefits/Grant Award Determination**

**Firm**
Shaw Environmental, Inc.
A CB&I Company

**Years of Experience**
9 years

**Education**
Bachelor of Arts, Communications, Tulane University, New Orleans, Louisiana, 2003
Associate of Business Administration, Tulane University, New Orleans, Louisiana, 2003

**Highlights**
- Proven success in capacity development, program implementation, process improvement and strategic planning for organizations looking to provide quality services to diverse communities
- Experienced administrator of Public & Indian Housing, Housing Choice Voucher Program, Disaster Housing Assistance Program, Project Based Vouchers, Permanent Supportive Housing & Family Self Sufficiency
- Specializing in the removal of the limiting silo structures that exist in many affordable housing and community development practices

**Certificates/Licenses/Registrations**
Housing Choice Voucher Occupancy Certification, Louisiana

**Professional Qualifications**

Her career in housing began with Ujamaa Community Development Corporation in post Katrina New Orleans. While at Ujamaa, she worked to bring the organization’s various Project Based Voucher properties and community centers back online by securing, administering and servicing both private and public funds. She ran the homebuyer education program and worked with several community partners to build three modular homes for displaced low income residents. She also had the opportunity to participate in the many planning meetings and charrettes following the storm and acted as a facilitator at the Lafitte Redevelopment design forums hosted by Providence Community Housing.

After relocating to Galveston, Texas she worked at the Galveston Housing Authority following Hurricane Ike. Her work at the Galveston Housing Authority included roles in the administration of the Disaster Housing Assistance Program Ike and the redevelopment of public housing damaged by Hurricane Ike. Initially a key member of the DHAP Ike’s leadership team, she managed the operations, setup and staffing of the program from the ground up. She worked closely with executive, finance, information technology and in house case management staff throughout the crucial first nine months, supervising and training the staff of the six operations departments while developing standard operating procedures and policies that ensured compliance with HUD policies.

Ms. Gass was often called upon to develop creative solutions to the many challenges disaster housing presents with few available resources. She gained practical experience in virtually every facet of the Disaster Housing Assistance Program during this time from direct case management and housing counseling to conducting staff trainings and interviews. She supervised a staff of over 30 and participated in strategic planning and prepared for the determination of continued eligibility and the anticipated conversion of DHAP Ike participants to the HCV program.

The program went on to win an Award of Merit in Administrative Innovation from the National Association of Housing and Redevelopment Officials in recognition of the monumental task the agency undertook in administering the DHAP program for the City of Galveston. Once the DHAP Ike program was fully staffed and running smoothly, she was transitioned into the role of Special Projects Coordinator to assist in tasks related to the redevelopment of 569 units of hurricane damaged public housing. She acted as spokesperson during a most contentious public dialogue regarding the rebuilding efforts of the agency and provided the Executive Director and Board of Commissioner's

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**DELIVERING MORE**

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A CB&I COMPANY

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS – MANAGEMENT OF THE RECONSTRUCTION, REHABILITATION, ELEVATION AND MITIGATION PROGRAM (RREM)
high level support in the form of data tracking, research and technical writing.

Prior to joining the Shaw, she worked as a Housing Specialist for Quadel Housing Services on the Permanent Supportive Housing Project Based Voucher Program administered by the Louisiana Office of Community Development. This position cemented her abilities as a subsidy administrator and increased her knowledge base regarding Project Based Vouchers, reasonable accommodations and other specialized functions employed in serving elderly and disabled families.

**Relevant Project Experience**

**Community Outreach Assistant, Small Rental Property Program (SRPP), Louisiana Office of Community Development (OCD), Metairie, Louisiana, February 2012 – Present**

Ms. Gass works directly with property owners in the SRPP to ensure compliance with affordable housing and insurance obligations committed to upon receipt of financial incentives intended for the restoration of hurricane damaged rental properties with one- to four-units. She ensures that affordable rents are being offered in an effort to address the housing needs of low to moderate income people in the most heavily damaged areas and tracks homeowner compliance and tenant income eligibility.

Ms. Gass has alleviated significant bottlenecks in several key areas including documents management and inspections, resulting in greater homeowner compliance and reduced inspector travel reimbursements. She also created several key pieces of marketing and outreach collateral which have resulted in an increase in successful documentation solicitation. Additionally she has been key in the revision of many existing programmatic documents ensuring that they are in-line with HUD’s best practices and has contributed greatly to the proposed simplification of the Metastorm tracking system currently in use.

**Reference:** Mary Shapiro, Marketing Specialist, 3131 N. 1-10 Service Road East, Suite 402, Metairie, Louisiana 70002, Telephone: 225.330.0582, Email: mary.shapiro@shawgrp.com

**Community Outreach Assistant, Hazard Mitigation Grant Plan (HMGP), Louisiana Office of Community Development (OCD), New Orleans, Louisiana, June 2011 – February 2012**

Ms. Gass worked directly with homeowners and internally managed both the HMGP 1603 and HMGP 1607 Elevation/Pilot Reconstruction and Individual Mitigation Measures Applications. She provided oversight of the recovery grant processes in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act regulations through coordination with homeowners and OCD staff.

Ms Gass exercised independent judgment in her coordination and advice to applicants, within the limits of applicable federal and state statutes, rules, regulations, policies, and procedures. She ensured work was performed in accordance with established guidelines and grant funds were expended and accounted for in accordance with federal and state requirements. She gathered and reviewed required documentation from homeowners in order to submit to the OCD staff for review and approval by GOHSEP and FEMA. She also maintained a high degree of customer service standards and professionalism at all time in the performance of these duties.

**Reference:** Cara Stevens, Group Leader, Louisiana Office of Community Development, 2021 Lakeshore Drive, New Orleans, Louisiana 70122, Telephone: 504.284.2040, Email: cara.stevens@mitigatela.com

**Housing Specialist, Quadel Housing Services, Metairie, Louisiana, November 2010 – June 2011**

As a Housing Specialist, Ms. Gass performed all occupancy related tasks for a caseload of 350+ participants assisted by the Louisiana Housing Authority’s Permanent Supportive Housing Program. Ms. Gass acted as primary contact for program participants and landlords as well as the State of Louisiana and three local lead agencies contracted to provide social service support. She spent time troubleshooting payment issues, correcting discrepancies and regularly generating various reports tracking program status and
occupancy trends. Additional activities included screening applicants, processing applications for eligibility, re-certifying participant’s income and continued eligibility status, preparing contracts, conducting briefings, and verifying information, all in conformance with U.S. Department of Housing and Urban Development (HUD) regulations, Project-Based HCV policy, and internal standards.

Reference: M. Medley Vandergriff, Managing Director, Louisiana Office of Community Development, Telephone: 601.795.6877, Email: 

Special Projects Coordinator, Galveston Housing Authority, Public Information, Galveston, Texas, July 2009 – February 2010

Provided technical writing and community data tracking support to the Executive Director, Development Coordinator and Board of Commissioners. Contributed insight and recommendations on local and federal issues surrounding the Agency’s proposed development of 569 public housing units damaged by Hurricane Ike into new mixed income, mixed finance developments. Represented the agency at governmental recovery and planning meetings and worked to build and maintain reciprocal relationships with community partners and neighborhood stakeholders. Analyzed raw data regarding pre and post Ike affordable housing need and regularly developed electronic presentations, position pieces and specialized graphics for use at planning commission and city council meetings. Processed open records requests and worked with outside legal counsel to supply documentation and responses. Ms. Gass supported the Public Information Office by acting as spokesperson and main media contact within organization. She drafted media advisories, FAQs, original graphics and web content for use in public education, special events and fundraising. She also served as facilitator at community public housing comment sessions, workshops, training sessions and charrettes.

Reference: Deyna Sims-Hobdy, Director of Development, Galveston Housing Authority, 4700 Broadway, Galveston, Texas 77551, Telephone: 409.765.1903, Email: lc@ghatx.org

Supervisor of Operations, Disaster Housing Assistance Program (DHAP), Galveston Housing Authority, Galveston, Texas, November 2008 – July 2009

Ms. Gass managed the operations of the Disaster Housing Assistance Program-Ike leading the outreach to over 7,000 eligible families displaced by Hurricane Ike, resulting in the issuance of 5,000+ disaster housing assistance vouchers. She oversaw the administration of subsidy payments for over 3,600 program participants and aligned, staffed and supervised six departments comprised of 32 staff including the Intake, Inspections, Occupancy & Reporting, Outreach, Records Management and Landlord Liaison departments. Created standard operating procedures, process maps and developed work flow solutions that ensured compliance with applicable HUD policy in all departments. Generated reports and tracked program progress and trends for Executive Director and HUD reps through analysis of data from Elite, Efforts to Outcomes and the Disaster Information Systems databases. Developed training, quality control, conflict resolution and review processes for internal staff. Served as Acting Director of DHAP, Ike during 5 week search for new director.

Reference: Mona Purgason, Interim Executive Director, Galveston Housing Authority, 4700 Broadway, Galveston, Texas 77551, Telephone: 409.765.1903, Email: ded@ghatx.org
Kimberly Flowers

**Duplication of Benefits/Grant Award Determination Specialist**

**Firm**
Shaw Environmental, Inc.
A CB&I Company

**Year of Experience**
12 years

**Education**
Coursework, General Studies, Southern University A&M, Baton Rouge, Louisiana

**Highlights**
- Previous lead for the entire GOHSEP traditional HMGP Program
- Experienced in HMGP, Individual Assistance, and Public Assistance

**Certifications/Training**
Managing Floodplain Development through the NFIP, Emergency Management Institute
Introduction to Incident Command System 100, Emergency Management Institute
FEMA Professional Development Series, Emergency Management Institute
Hazard Mitigation Grant Program Planning, Emergency Management Institute
Introduction to the Hazard Mitigation Grant Program, Emergency Management Institute
Basic Non-Commissioned Officer Course

**Professional Qualifications**
Mrs. Flowers has over 12 years of experience managing FEMA and HUD grants for the State of Louisiana. As a member of the Shaw Team, she is currently an HMGP specialist for 9 Parishes that span across the State of Louisiana. The grants she manages are both residential and commercial having grant totals of up to $2 million. Ms. Flowers has also fulfilled numerous roles on the Office of Community Development, Disaster Recovery Unit (OCD-DRU) Hazard Mitigation Grant Program (HMGP) Project ranging from developing policies and procedures to managing the largest office in the program. She was responsible for administering $600,000 in grant funds.

With her previous employer, Ms. Flowers managed the mitigation staff for the Louisiana Road Home program and was one of the key authors for OCD-DRU’s $750,000 HMGP Application. Additionally, she managed the compliance and monitoring department of the OCD-DRU Small Rental Property Program; ensuring applicants comply with HUD and CDBG regulations.

While employed by the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), Mrs. Flowers was responsible for managing the Louisiana Traditional Hazard Mitigation Grant department, serving every parish in the state, and administering over $1 billion in grant funds. In addition to the aforementioned role, she also implemented and administered FEMA’s Mitigation Planning Grants for the entire State of Louisiana. Mrs. Flowers has also been a member of the Louisiana Army National Guard for 18 years which is exemplified in her ability to effectively manage and organize large tasks.

**Relevant Project Experience**

**Mitigation Specialist Plaquemines Parish**
Hurricanes Katina, Rita, Isaac and Gustav
Hazard Mitigation Program, Plaquemines Parish, 2012 – Present

As a mitigation specialist, Ms. Flowers manages multiple infrastructure and residential grants for Plaquemines Parish. She is responsible for submitting quarterly reports, organizing meetings with GOHSEP and other involved parties, ensuring that projects all regulatory requirements, and any other administrative requirements as deemed by the Parish. Ms. Flowers was instrumental in the Parish being awarded additional funding for the Engineers Road Drainage Project and the Critical Facilities Wind Retrofit. Through the coordination of meetings, responding to State and FEMA requests for additional information, preparing reimbursement requests, and working directly with all interested entities, Ms. Flowers has managed to keep all of the projects that she manages in Plaquemine Parish successfully on schedule.

**Reference:** Benny Puckett, Grant Administrator, Plaquemines Parish, Belle Chasse, Louisiana, 70037,
Telephone: 504.297.5000, Email: bpukcett@plaqueminesparish.com.

Community Development Coordinator, Hazard Mitigation Grant Program, Louisiana Office of Community Development, Disaster Recovery Unit, Baton Rouge, Louisiana, December 2009 – March 2012
As the Community Development Coordinator for this project, Ms. Flowers is responsible for managing the New Orleans area office, which is accountable for administering $750 million in HMGP grant funding. Her responsibilities include the daily management of more than 70 staff members, development of office measures that support effective productivity, ensuring the submission of approximately $20,000 of monthly payment submissions, and sustaining a high level of customer service for the hundreds of applicants assisted on a weekly basis.

In addition to managing the New Orleans area office, Ms. Flowers also serves as the Hazard Mitigation Deputy Production Manager with responsibility for developing and training staff on new policies and procedures, creating tools to assist mitigation analysts in providing enhanced customer service to applicants and support to OCD-DRU senior staff in their development of production improvement tools.

Reference: William Haygood, OCD-DRU, 201 North Third Street, Site 7-270, Baton Rouge, Louisiana 70801, Telephone: 225.342.7412

Ms. Flowers served as the Grants Administrator for this project and was responsible for managing the Mitigation Department for the Louisiana Road Home and the Compliance and Monitoring Department for the Small Rental Property Program.

As a member of the Innovative Emergency Management Team, Ms. Flowers played an integral role in the composition of the Office of Community Development’s $750 million HMGP Grant Application. She was responsible for the designation of duties and oversight of daily operations for the Road Home mitigation staff in the absence of her direct supervisor. She was also deployed to several Road Home offices in Hurricane Katrina and Rita affected areas providing information and gathering data for potential Hazard Mitigation Grant Program funding recipients.

Ms. Flowers also managed the Compliance and Monitoring Department for the Office of Community Development’s Small Rental Property Program. Her direct duties included managing a staff of six who conducted file and on-site reviews to ensure compliance with federal and state HUD, Uniform Relocation Act, and CDBG regulations. She was responsible for developing and implementing a state travel plan for her direct reports and ensuring applicants fulfilled Small Rental Property programmatic requirements.


Ms. Flowers managed the Traditional Hazard Mitigation Grant Program for the entire State of Louisiana administering grants for disasters ranging for 2000-2005. She implemented and administered FEMA’s mitigation planning grant requirements for the State of Louisiana which provided over $300 million in grant funds for state and local entities. She also served as the Assistant Individual Assistance Officer and HMGP Grants Manager during Hurricanes Katrina and Rita.

During her tenure with GOHSEP, Ms. Flowers has assisted in the preparation of a multitude of Parish briefings to initiate the HMGP funding process, supported the development of the first Louisiana State Hazard Mitigation Grant Plan, trained and managed the Traditional Hazard Mitigation Grant Program staff of 20, and developed a tracking mechanism for HMGP application submissions and reviews. Additionally, Ms. Flowers administered the...
2004 FEMA Planning Grants that provided for all 64 parishes and other local communities state wide funding. While employed by the Governor’s Office of Homeland Security and Emergency, Ms. Flowers was instrumental in the management of over $800 million in FEMA grant funding.

Reference: Jeffery Geiring, GOHSEP, 1500 Main Street, Baton Rouge, Louisiana 70802, Telephone: 225.267.2516
Ramsey Maullem

Duplication of Benefits/Grant Award Determination

Firm
Shaw Environmental, Inc.
A CB&I Company

Years of Experience
11 years

Education
Bachelor of Science, Bioenvironmental Sciences, Texas A&M University, College Station, Texas, 2001

Highlights
- Site-Specific Environmental Review (SSER) analysis for housing (reconstruction, rehabilitation, and down-payment assistance (DPA)) and infrastructure projects for the Bastrop County Complex Fire Recovery Program (BCCFRP).
- Site reconnaissance (field observations) for infrastructure sites targeted for emergency repairs and housing sites damaged by the Bastrop County 2011 Wildfire.

Professional Summary
Mr. Maullem has 11 years of environmental consulting experience performing and overseeing subsurface investigations and remedial projects throughout Texas. In addition, Mr. Maullem has been involved in projects associated with Texas Voluntary Cleanup Program (VCP) in congruence with the Texas Risk Reduction Program (TRRP), Leaking Petroleum Storage Tank (LPST) sites, Dry Cleaning Remediation Program (DCRP), Innocent Owner/Operator Program (IOP), Phase I and II site assessments, asbestos surveys, risk assessment, remedial investigations, and tank excavations.

Mr. Maullem has completed projects at retail petroleum facilities, petroleum and industrial bulk terminals, truck terminal facilities, municipalities, dry cleaners, food industries, and various other projects associated with property transfers. Throughout Mr. Maullem’s career, his resourcefulness, new approaches, and ideas have enabled him to solve the environmental challenges he has faced with his projects, closing them on time and within budget.

Furthermore, Mr. Maullem has experience in monitoring, sampling, and removing chemical contaminants; packing laboratory chemicals for disposal; and removing and disposing of underground storage tanks (USTs). Chemical contaminants include dioxin, polychlorinated biphenyl (PCB), chromium, carbon disulfide, asbestos, mercury, chlorinated solvents, and hydrocarbons. His sample collection experience includes groundwater, surface water, and soil sample collection at petroleum facilities, dry cleaners, metal recycling facilities, and manufacturing contaminated sites.

Relevant Project Experience
Environmental Scientist, Bastrop County Complex Fire Recovery Program, Texas General Land Office, Bastrop County, Texas, February 2012 – Present

After experiencing severe drought conditions and a series of wildfires in the summer of 2011, Bastrop County, Texas was designated as a major disaster area, eligible to receive CDBG-DR funds. Funds were provided to repair/replace multiple damaged infrastructure systems and assist approximately 30 residents with the rehabilitation/reconstruction of their homes. In his role as an Environmental Scientist, Mr. Maullem performed SSERs including the environmental analysis of compliance factors (historic preservation, floodplain management, wetland protection, endangered species act, migratory bird act, noise abatement and control, explosive and flammable operations, toxic chemicals and radioactive materials, and airport runway clear zones). Mr. Maullem conducted on-site field observations documenting the conditions of the infrastructure and housing sites including road conditions; structure/foundation condition/features; types of headwall, drainage pipe(s), and debris; erosion controls; terrestrial habitat (burn severity and tree conditions); water/wetland habitat; wildlife, and defensible area observations (potential for dead/dying trees to impact construction site). Due to the number of home applicants and infrastructure sites needing assessment, field observation schedules were coordinated with the GLO, Lutheran Social Services (LSS) Case Managers, and property owners.
to expedite the environmental review process by saving time and money.

**Reference:** Kelly Warner, Project Oversight Manager, Texas General Land Office, 1700 Congress, Austin, Texas 78701, Telephone: 512.861.4966, Email: kelly.warner@glo.texas.gov

**Field Team Leader, Bisbee Soil Program,**
**Freeport McMoran (Formerly Phelps Dodge),**
**Bisbee, Arizona, December 2009 – Present**
As a field team leader, Mr. Muallem’s responsibilities included overseeing field sampling activities. He was also responsible for sample tracking and collection, packing and sending samples to accredited laboratory, decontamination procedures, and quality assurance/quality control protocols.

**Field Team Leader, Ajo Community Outreach Program,**
**Freeport McMoran (Formerly Phelps Dodge),**
**Ajo, Arizona, December 2009 – Present**
As a field team leader, Mr. Muallem’s responsibilities included overseeing field sampling activities. He was also responsible for sample tracking and collection, packing and sending samples to accredited laboratory, decontamination procedures, and quality assurance/quality control protocols.

**Field Team Leader, Blackwell Community Outreach Program,**
**Phelps Dodge Corporation,**
**Blackwell, Oklahoma, December 2009**
Blackwell Zinc Company operated a smelter in Blackwell, Oklahoma between 1916 and 1974. According to the Oklahoma Department of Environmental Quality (ODEQ), smelter materials may have been transported into soils in Blackwell, Oklahoma through emissions from the smelter stack and/or the use of smelter waste material as fill. As a field team leader, Mr. Muallem’s responsibilities included overseeing field sampling activities. He was also responsible for sample tracking and collection, packing and sending samples to accredited laboratory, decontamination procedures, and quality assurance/quality control protocols.
Libby Corby  
**Construction Technician/Benefit Selection**  
Firm  
Shaw Environmental, Inc.  
A CB&I Company  

**Years of Experience**  
7 years  

**Education**  
Bachelor of Arts, Interior Design, Louisiana State University, Baton Rouge, Louisiana, 1982  

**Highlights**  
- Developed organizational structure and daily reports/metrics to successfully manage 140 field personnel for the New York City Rapid Repair Program  
- Managed aggressive ramp-up and ramp-down of personnel while maintaining efficiency, production and cost-effectiveness for the client  
- Anticipated future customer service needs and developed and implemented the Homeowner After Care Program for the New York City Rapid Repair Program  

**Professional Qualifications**  

Ms. Corby is a motivated professional with 20 years of experience in planning and implementing a variety of community and construction projects. She has served on numerous community boards and has held several leadership positions. Her community outreach activities include planning, coordinating and staffing public meetings, coordinating and fielding complaints, planning and implementing privately funded public outreach programs, and assessing community needs. Ms. Corby also has extensive commercial and residential property management experience. As a real estate property manager she supervised a staff of more than 50 personnel to manage more than 40 commercial properties, 1,250 single family homes and 22,000 single family apartment units. As a business owner, Ms. Corby was responsible for site selection, design, construction and operations of multiple retail locations that totaled more than 40,000 square feet in total retail space.  

**Relevant Project Experience**  

**Community Outreach/Customer Service Representative Coordinator, New York City Rapid Repairs Program, New York City Department of Environmental Protection, New York, New York, November 2012 – Present**  

The New York City Rapid Repairs Program is a first of its kind, pilot program established to temporarily repair affected homes in order to restore heat, electricity and hot water to more than 14,000 homes in New York City that were impacted by Hurricane Sandy. In her role as Community Outreach/Customer Service Representative Coordinator Mrs. Corby served as the first point of contact between the Program Manager for the City of New York and Customer Service Representatives. Ms. Corby was responsible for developing the organizational structure and reporting requirements for the Customer Service Representative portion of the project. Additional responsibilities included determining appropriate CSR staffing levels at 10 field sites and the PMO and the resulting hiring and training of more than 100 new Customer Service Representatives in a 3 week period, ensuring adequate and appropriate supervision at all sites and compliance with all company, client and program policies. Ms. Corby was also responsible for Customer Service representation and appropriate staffing at numerous community outreach events organized by local and state community and political leaders. Ms. Corby and the Customer Service team were responsible for assisting homeowners with registration and status information and fielding complaints and concerns at these events. Ms. Corby attended the daily POD meetings and reported on progress and problems identified by the CSR team in addition to attending and presenting at the monthly Field Operations Meetings.  

**Reference:** Kathryn Mallon, Deputy Commissioner, New York City Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York 10007, Telephone: 718.595.6183, Email: kmallon@dep.nyc.gov
Project Administrator, Louisiana Road Home Program, ICF, Baton Rouge, Louisiana, 2008 – 2009

Ms. Corby reported to the Project Manager for the Louisiana Road Home Program in response to Hurricane Katrina. In this role she tracked and analyzed data and generated daily program reports necessary for communication to the client. Additionally, she assisted with PMO and field site identification and selection and property inventory tracking and management.
Michael Purdom  
**Reconstruction Superintendant**  
*Firm*  
By the Sea Services  
*Years of Experience*  
23 years  
*Highlights*  
- More than 23 years of residential and commercial construction experience  
- Experience responding to emergency property inspection requests from homeowners following Superstorm Sandy  
- Currently providing construction management and construction services to homeowners in the affected areas of New Jersey  

*Certifications*  
U.S. Army Corps of Engineers, Certified Construction Quality Control Inspector  

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**Professional Qualifications**

Mr. Purdom has been certified through the U.S. Army Corps of Engineers as fully completing the CQC course requirements and has in excess of 23 years of residential, commercial, and federal DOD construction experience. Mr. Purdom not only manages construction projects as a Project Manager for BTS, but also acts as the company’s corporate Quality Control Manager. Because the U.S. Army Corps of Engineers is the highest standard of quality control, Mr. Purdom has written all CQC procedures and manuals for the company to correspond to their guidelines. His areas of expertise include:

- Quality controls expert  
- MS Project and Sure-Track scheduler  
- Subcontractor and contracts management oversight  
- Management of large and complex projects  
- Safety and compliance expert  
- Estimating, costing, and self-performance cost background  

During the course of managing projects, Mr. Purdom has worked independently with total accountability of all aspects of the project to achieve superior end results.

**Relevant Project Experience**

**Project Manager, Multiple Super Storm Sandy Residential Homes, New Jersey Shore Area**

Mr. Purdom responded to requests for emergency services due to Superstorm Sandy. He provided property storm inspections for the residences and provided a detailed estimate for reconstruction. He worked with homeowners during the cost submission process with insurance carriers. He is currently providing construction management and construction services during the reconstruction of the residences.

**Construction Manager, U.S. Post Office, Flemington, New Jersey**

Mr. Purdom was responsible for the ground-up construction of a 13,000 square foot postal facility with over 6 acres valued at over $4 million.

**Construction Manager, Joint Medical Training Facilities, Yorkmont Parking Garage McGuire Air Force Base, New Jersey**

This project was a medical training facility consisting of examination rooms, X-ray facilities, training rooms and hall/stage area. The project was valued at $4.3 million.

**Construction Manager, Hayco Products, Toms River, New Jersey**

Mr. Purdom served as the construction manager on a $5 million ground up fast track construction of an 85,000 square-foot industrial facility including 20 acres plus of site development, completed project within the scheduled completion date avoiding liquidated damages.

**Construction Manager, Sherman Oaks Mall, Sherman Oaks, California**

Mr. Purdom was the construction manager for the renovation and new construction of a $14 million mall and new retail construction of nine stores within the mall. This unique opportunity to work with cutting edge technologies for the completion of 325,000 square-foot new construction over an existing 110,000 square-foot structure, The project included structural, MEP, and finishes.
Construction Manager, Laguna Beach
Residence, Wilkes General Hospital, Laguna Beach, California
This $5.3 million project consisted of a 3 story, 5,500 square-foot residence that was constructed over a cliff with a salt water ocean pool. This was truly a custom home with glass floors and three breathtaking decks overlooking the Pacific Ocean.

Construction Manager, Johnny On The Spot
Corporate Offices and Facilities, Old Bridge, New Jersey
This $4.9 million project consisted of three buildings: an 8,000 square-foot building renovation of office space, a 15,000 square-foot vehicle maintenance/warehouse and a 8,500 square-foot sophisticated waste transfer station.

Construction Manager, BP/Amoco, Lodi & North Bergen, New Jersey
This $3 million project was a multiple site location dealing with underground containment piping, blasting of rock beds, installation of several underground tanks/pumps and solar powered canopies. The convenience store aspects of the projects consisted of 4,000 square-foot buildings incorporating the latest in E-Commerce technologies.

Construction Manager, East Brunswick High School, East Brunswick, New Jersey
Mr. Purdom was responsible for the ground up construction of two additions on the existing building consisting of locker rooms, rest rooms and building renovations.

Construction Manager, 35 Water Front Condos, Keansburg, New Jersey
This development project consisted of 6 buildings on water front property. All units were completed within 13 months.

Federal Bureau of Prisons/Fort Dix Army Base, New Jersey
This $4.5 million project consisted of a 30,000 square-foot facility and over 12 acres of development as a 250 man federal prison camp.
Jim Gragson  
Major Rehabilitation Superintendent  
Firm  
Tutor Perini  
A Roy Anderson Company  
Years of Experience  
30+ years  
Education  
Bachelor of Science, Civil Engineering, Western Kentucky University, Bowling Green, Kentucky  
Highlights  
• 30+ years of construction experience  
• Understands the requirements for HUD and CDBG-DR funding  
• Experienced manager working with individual homeowners in large-scale disaster recovery programs  

Professional Qualifications  
Mr. Gragson has more than 30 years of industry experience as an organized and effective project executive. He has managed projects from residential to waste-water treatment and understands, in great detail, all of the aspects of delivering a successful project. Mr. Gragson’s organization and complete understanding of project procurement as well as his experience on similar programs will be an asset to this program.  

Relevant Project Experience  
Purchasing Manager, New York City Rapid Repairs Program (NYCRRP), City of New York, New York, New York, November 2012 – March 2013  
This contract was a first-of-its-kind Rapid Repairs Program. Our Rapid Repair team was composed of Roy Anderson Corporation supervisory personnel and more than 1,600 skilled union trades workers performed demolition and removal of storm damaged property to allow installation, and repair of indoor walls, electrical wiring, plumbing, flooring, hot water heaters and other systems so that families could return to their homes as quickly as possible. This project consisted of the reconstructing, repairing, or retrofitting the storm damage to 4,600 homes both public and privately owned.  

Reference: Kathryn Mallon, Deputy Commissioner, New York City Environmental Protection/Bureau of Engineering, Design & Construction, 250 Broadway, New York, New York, Telephone: 718.595. 6183, Email: kmallon@dep.nyc.gov  

Project Executive, Post-Disaster Residential Home Repair and Construction Services, Mississippi Development Authority, Harrison County, Mississippi, January 2012 – December 2013  
This $18 million project involved the program management for housing repair following Hurricane Katrina. Because this work began 6.5 years after the event, many of the cost to repair estimates were no longer viable due to price escalation and additional damage incurred over 6 years of disrepair. The team has worked within the HUD guidelines to repair homes within the awarded grant for each home. At completion, 900 homes will have been repaired; currently 759 homes have been completed.  

Reference: Nell Rogers, Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, Mississippi 39201, Office: 601.359.9341, Email: nrogers@mississippi.org  

Project Executive, Hurricane Protection Project – Estelle Flood Station and Floodwalls, U.S. Army Corps of Engineers, Harvey, Louisiana, August 2009 – March 2011  
Work included installing approximately 135,800 square feet of new steel sheet piling and 212,595 lineal feet of steel H-piles. The new ten foot high concrete monolith floodwall sections extends approximately 3,874 lineal feet and replaces the existing temporary sheet pile levee protection. Included in the scope of work is a pipe crossing passing through the sheet piles installed along the Harvey Canal. This work is closely coordinated with the USACE and Chevron for proper installation at the 22 inch diameter gas line. The work includes concrete scour protection and a new flood gate located in the wall monoliths for access to the flood side of the levee wall. $20.5 million
Reference: Terri Hightower, CEO, Creek Services LLC, 4038 Canal Street, New Orleans, Louisiana 70119, Office: 504.362.9432, Email: t.hightower@creekservicesllc.com
John N. Bihm  
**Minor Rehabilitation Manager**

Firm  
Shaw Environmental, Inc.  
A CB&I Company

**Years of Experience**  
26+ years

**Education**  
Masters of Science, Engineering Management,  
Drexel University, 2005  
Bachelors of Science, Richard Stockton College, 1993  
Bachelors of Science, Civil Engineering, Temple University, 1987

**Highlights**  
- More than 26 years of residential and commercial construction experience in New Jersey

**Certifications**  
ACI Concrete Field Testing Technician - Grade I (currently enrolled)  
ACI Concrete Construction Technology Course (CCTC) (meets the certification requirements of the NJDOT and the Port Authority of NY & NJ)  
Certified Underwater Construction Diver  
New Jersey RCS Building Inspector Certificate  
New Jersey Building Subcode Certificate  
New Jersey ICS Fire Inspector Certificate

**Professional Qualifications**  
Mr. Bihm is an engineer with more than 26 years of experience in the residential and commercial construction industry.

**Relevant Project Experience**  
Principal Project Engineer, Manchester Township Department of Public Works and Utilities, Manchester, New Jersey 2006 – May 2013

As Principal Project Engineer, Mr. Bihm’s duties included:

- Inspection of all public works and utilities projects (paving, curbs, sidewalks, drainage, underground utilities (storm, sanitary sewer, potable water), commercial development projects and residential development projects.

- Determine requirements for connecting development projects to Township’s water and sewer systems.

- Review engineer’s design calculations and reports to verify the capacities of the proposed water and sewer improvements are adequate to meet the demands of the project and all future projects in the Manchester Township service area.

- Review design plans and specifications to insure the proposed project conforms to the Manchester Township’s material and construction standards along with NJDOT standards.

- Review and approve performance guarantees for the proposed improvements.

- Inspect all elements of the performance guarantee improvements to insure conformance with approvals, Township standards and NJDOT specifications.

- Review and approve shop drawings and product data for all elements of the improvements to insure conformance with approvals, Township standards and NJDOT specifications.

- Review and approve as-built drawings of the constructed improvements for completeness and accuracy.

- Monitor and review performance of improvements during guarantee period and coordinate corrective work as required.

As the Principal Project Engineer, Mr. Bihm’s projects included:

- **Crestwood Water and Sewer Company**  
  Provided project management and inspection of modifications for 4 sanitary sewer pump stations (Pump stations #3, 5, 6 and 7 and approximately 17 feet in depth). Modifications included all mechanical systems, electrical systems and building construction.

- **Manchester Township Social Services**  
  Designed a 10' x 30' one-story addition to the Manchester Township Social Services building. Building addition was part of the project to reorganize the existing 30' x 48' Social Services office building to include a total of 7 offices, 2 bathrooms, mechanical room and public lobby. Construction was performed by in-house public
work employees. Inspected all elements of the project.

• Manchester Township Public Works Office - Designed a 20' x 34' one story office addition to the Public Works office. Purpose of project was to create additional office space to the existing 1591 square foot work area to support 6 engineer offices, 3 secretary offices, plotter/scanner room, project files and plans storage. Construction of project is on hold.

• Woodlands of Lake Ridge - 162 Planned Retirement Community Units - Duties included the inspection of on-site and off-site water and sanitary sewer improvements including water and sewer mains, sewer force main, sewer manholes, and all water fittings and valves. Inspect backfilling of all mains for proper lifts and compaction. Review and approve as-built drawings of the constructed improvements for completeness and accuracy.

• Presbyterian Homes - 111 Age-Restricted Affordable Housing Apartments - Duties included the inspection of on-site and off-site water and sanitary sewer improvements including water and sewer mains, sewer force main, sewer manholes, and all water fittings and valves. Inspect backfilling of all mains for proper lifts and compaction. Review and approve as-built drawings of the constructed improvements for completeness and accuracy.

• Lowes @ Manchester Plaza - Duties included the inspection and testing of on-site and off-site water and sanitary sewer improvements including water and sewer mains, sewer manholes, all water fittings and valves. Inspect backfilling of all mains for proper lifts and compaction. Off-site improvements were located under a NJDOT roadway. Review and approve as-built drawings of the constructed improvements for completeness and accuracy.

Director of Land Development, Signature Homes, West Berlin, New Jersey, April 2006 – November 2006

As Director of Land Development for Signature Homes, Mr. Bihm’s duties included:

• Managed the transformation of undeveloped raw land into lots for home construction. Manage from inception to completion the preparation, planning and building of residential developments from site work to final build-out. Prepare RFP’s for bids, review and award bids for all construction activity. Maintain contract documents, communications, updates, addendums and change orders through the completion of project.

• Provided Quality Control: Perform all site inspections of clearing, excavating and grading, on-site and off-site infrastructure (potable water, sanitary sewer, storm sewer, base paving, top paving, curbs, sidewalks, detention basins, electric, natural gas, phone, cable TV) and construction of residential buildings and verify all construction is in accordance with design plans, International Building Code for the buildings and NJDOT for all site work. Review and approve all cut sheets and as-builds. Schedule and manage all required third-party inspections (local, county, state and federal)

• Reviewed invoices and confirm services rendered. Check for accuracy in reporting time and material billing

• Updated building budgets

• Scheduled and managed construction activities throughout the development process to keep project on schedule and budget

• Coordinated and managed field meetings

• Monitored project schedule

• Investigated the availability of existing utilities for hookup and coordinate with appropriate trades
SECTION 7:
Experience of Bidder on Contracts of Similar Size and Scope
Section 7 – Experience of Bidder on Contracts of Similar Size and Scope

The Shaw team is committed to the success of NJDCA’s RREM program. To ensure this success, we will deliver MORE by leveraging our CDBG-DR experience on other contracts of similar size and scope. NJDCA will benefit directly by having access to proven CDBG-DR program solutions.

As mentioned previously, Shaw manages more than 10,000 projects each year and has a long list of satisfied clients and award-winning performance on a wide range of diverse engineering, program management, and construction management assignments including disaster recovery projects across the county. Shaw has provided descriptions of CDBG-DR projects that are similar in size and scope to NJDCA’s RREM program that are ongoing or have been successfully completed (Exhibit 7-1). In addition, we have provided descriptions of other related disaster response and recovery projects that we have worked on to demonstrate the depth and breadth of our experience.

Exhibit 7-1. Shaw’s CDBG-DR experience is similar in size and scope to the NJDCA RREM program and all nine of our listed projects have activities that directly correlate to NJDCA’s RREM program scope of work.

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<tr>
<td>New York City Rapid Repairs Program, Project Management Support, New York, New York</td>
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<td>Texas Homeowners Assistance Program and Sabine Pass Restoration Program, 22 Counties, Texas</td>
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New York City Rapid Repairs Program, Project Management Support, New York, New York

| Client: | New York City Department of Environmental Protection |
| Prime: | Shaw |
| Start Date: | November 21, 2012 |
| End Date: | Ongoing |
| Program Value: | $600 million |

References:
- Kathryn Mallon, Deputy Commissioner, NYC Department of Environmental Protection, Bureau of Engineering Design & Construction, 250 Broadway, New York, New York 10007, 718.595.6183, kmallon@dep.nyc.gov
- Cas Holloway, Deputy Mayor – Operations, Mayor’s Office, 253 Broadway, New York, New York 10007, 212.788.3000, cholloway@cityhall.nyc.gov

Project Relevance:
- Demonstrated ability to deliver a large-scale FEMA-funded emergency response program
- Proven experience and qualifications of key personnel
- Ability to mobilize necessary resources to execute work expertly, efficiently, and expeditiously
- Program delivery approach to achieve maximum efficiency, speed, and quality

Rapid Repairs Program Facts
- Mobilized 250 Shaw employees from across the country within 30 days to help manage the program
- Nine construction firms worked concurrently to implement the program repairs
- Over 2,000 craft laborers worked daily on the program
- Over 100 Shaw customer service representatives worked on-site daily in affected neighborhoods in New York City

The Background
On October 29, 2012, Hurricane Sandy caused unprecedented damage throughout New York City, leaving thousands of residents without heat, power, or hot water. It is estimated that approximately 60,000 residential buildings were located within the Federal Emergency Management Agency (FEMA) surge zone. While some of these residents had the resources to make temporary or permanent repairs to their properties in the weeks following Hurricane Sandy, others were forced to either vacate their homes or remain in unacceptable living conditions.

The Challenge
On November 9, 2012, in an effort to provide relief to suffering residents, New York City Mayor Michael Bloomberg established the Rapid Repairs Program (RRP). The program offers free emergency repairs for the restoration of heat, power, and hot water to eligible owner-occupied (single-family) and tenant-occupied (apartment complexes, high-rises) residential structures damaged by Hurricane Sandy. The program also provided for the removal of flood-damaged drywall and wall coverings and ancillary repairs to protect and secure impacted homes from further weather-related damage.

Eligibility requirements were simple and streamlined: 1) must be residential property owner in designated area affected by Hurricane Sandy; 2) have a FEMA Registration number; and 3) unit needs to be free of standing water and structurally sound. Residents applied by calling 311, registering on-line, or visiting a designated Restoration Center. Due to the large number of displaced residents and residents living without adequate utility service in winter conditions, coupled with the lack of adequate temporary housing alternatives, it was imperative that repair work start immediately.

The City implemented the RRP with the scope of work for single family homes based on the FEMA
Recovery Program Guidance for the Sheltering and Temporary Essential Power (STEP) Pilot Program.

The RRP procured construction contractors to provide repair services in residential homes, and was open to registration from affected residents on November 13, 2012. The first construction repairs began on November 24, 2012.

New York City contracted Shaw to provide program management support to help manage and control this first of its kind massive effort. Major support areas of the program management office (PMO) include environmental health and safety (EHS), project controls, customer service, communications, standard protocols, construction oversight, utility coordination, quality assurance/quality control (QA/QC), and FEMA accounting. Shaw also provided staff augmentation to the PMO in each of these areas to ensure that the program was delivered consistently and efficiently across all construction contracts.

Under the RRP, the City contracted directly with nine construction firms capable of delivering residential repair services on a large scale and possessing the resources required to execute at a rapid pace. The construction firms were assigned sub-areas within the five boroughs of New York City.

**The Approach**

Shaw worked closely with the City to provide the following services:

**Contract Management**
- Daily status reporting
- Resources management

**Program Advisement**
- Assessing production rates of contractors
- Supporting reallocation of workload
- Reviewing status reports to identify trends
- Quality assurance and quality control (QA/QC)

**Environmental Health & Safety (EH&S) Program Support**
- Reviewing contractor EH&S plans and hazard analyses
- Updating and distributing EH&S protocols
- Reviewing incident reports
- EH&S audits

**Construction Management**
- Managing contractor production in concert with the city
- Coordinating program efforts between PMO, New York City Department of Buildings, utility providers, and field support teams
- Addressing program issues during repairs
- Collecting data and documentation from contractors in the field

**Program Controls and Document Management**
- Staff augmentation to support data collection and progress reporting
- Developing standardized reporting protocols
- Ensuring compliance with reporting requirements
- Maintaining the program dashboard
- Developing and implementing an electronic (tablet) work order tracking system

**Customer Service Support**
- Encouraging customer participation
- Scheduling appointments for work order execution
- Answering questions, handling complaints, and resolving issues
- Tracking all customer intake data

**Communications and Stakeholder Support**
- Developing presentations, reports, and mailings
- Identifying potential public challenges and mitigating impacts
- Attending town hall meetings
- Providing media training, messaging strategy, and risk and crisis communication

**Construction QA/QC Auditing**
- Preparing and implementing independent QA/QC program
- Random sampling of housing assessments and completed work orders

**FEMA Reimbursement Management**
- FEMA disaster recovery accounting, documentation, and filing
- Establishing documentation and record keeping protocols
- Reviewing documents for compliance
- Preparing FEMA reimbursement submissions

**The Results**
The RRP completed repairs to more than 20,000 residential units, thus enabling occupants to “shelter in place” and thereby reducing interruptions of their daily employment, education, and social interaction. Shaw mobilized a highly skilled professional and craft workforce of approximately 200 employees from across the country to work on this program. Many of these employees bring valuable natural disaster experience from working on prior hurricane responses. In addition, the General Contractors had 2,000 craft laborers working each day on this program.

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<th>Rapid Repairs Program Milestones</th>
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<td>November 9, 2012</td>
<td>Mayor Bloomberg announced the NYC Rapid Repairs Program.</td>
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<td>November 13, 2012</td>
<td>Homeowner registration began via 311 and NYC.gov.</td>
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<td>November 20, 2012</td>
<td>Notice to proceed was issued to contractors; repair work began the next day.</td>
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<td>December 2012</td>
<td>Rapid Repairs completed repairs to nearly 3,000 buildings, comprising 4,800 residential units.</td>
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<td>January 2013</td>
<td>Rapid Repairs completed repairs to over 9,100 buildings, comprising 15,000 residential units.</td>
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<td>February 2013</td>
<td>Rapid Repairs near completion with repairs finished in over 11,500 buildings, comprising nearly 20,000 residential units.</td>
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**Shaw’s New York City Rapid Repairs Program: Borough Breakdown**

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<th>Buildings Repaired</th>
<th>Residential Units Repaired</th>
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<td>49</td>
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<tr>
<td>Brooklyn</td>
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<td>7,418</td>
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<td>Queens</td>
<td>5,276</td>
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<td>Staten Island</td>
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<td><strong>Total</strong></td>
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<td><strong>20,260</strong></td>
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The Background

Hurricane Rita landed in Texas on September 24, 2005 with 120-mph winds that destroyed or badly damaged more than 75,000 homes. The State of Texas was not able to meet the unprecedented challenge of providing housing assistance to households spread across 22 counties.

The Challenge

The Texas Homeowners Assistance Program/Sabine Pass Restoration Program (THAP/SPRP) was established by Texas Department of Housing & Community Affairs (TDHCA) to distribute $212 million in HUD CDBG-DR funds for the repair or reconstruction of owner-occupied homes that were heavily damaged. The funds were awarded to Texas homeowners in the form of deferred forgivable loans to repair, rebuild, or reconstruct homes.

The Approach

Shaw provided these key program services:
1. Program operations and administration
2. Applicant intake and processing
3. QA/QC
4. Environmental broad reviews and site-specific environmental clearance
5. Compliance and monitoring
6. Issue tracking and fraud, waste and abuse identification
7. Document management and records retention
8. Construction oversight and inspections

Challenges associated with the program included avoiding the duplication of benefits to applicants, the integration of floodplain requirements into the application review, and the intense interest from the homeowners, media, and state and local government in this first-of-its kind disaster housing construction program.

The primary components of THAP/SPRP included: program development, policy development, community outreach, application intake and processing, environmental and historical reviews, inspection and mitigation assessment, construction oversight, and problem resolution.

Shaw administered and performed all construction management, home inspections, environmental reviews, mitigation assessments, and application intake for this large-scale forgivable loan program. The work was performed under established Service Level Agreements (SLAs).

Shaw used a customized data management system to facilitate a nearly-paperless program operation. The system stored all applicant records and pertinent information including photographs, notes, and sketches from site inspections at each applicant house. Additionally, all calls to the call center and other log notes were recorded in each applicant record along with date and time to show the progression of the application through the process.
and to provide an audit trail for the TDHCA, as well as HUD and other auditing agencies.

**The Result**

In April 2010, with more than 1,000 Rita homes completed, the THDCA released an audit report from interviews with 66 applicants served which showed “84.8% rated their happiness as a four or five on a scale of one to five, with five as the highest.” These results compare favorably with the J.D. Powers 2010 Home Builders Customer Satisfaction Study™ showing overall customer satisfaction averaging 82.6%.

Under this program 2,549 homes were completed on scattered lots in 22 Texas counties. The project was executed in compliance with HUD and CDBG-DR regulations, in addition to other state and local building and construction requirements, floodplain and windstorm regulations, and asbestos and lead paint inspections and abatement.

Participating local homebuilders reported that approximately 95 percent of construction labor and supplies were purchased locally, resulting in an anticipated local financial impact of more than $180 million. Homebuilders routinely used local businesses such as material vendors, equipment suppliers, engineers, surveyors, title companies, attorneys, and construction managers.

As one satisfied homeowner said:

*“The Shaw Group and TDHCA Homeowners Assistance Program is a well needed program to help homeowners with their repairs.*

*We would not have been able to have gotten all of the repairs we needed on our home without it.*

*Even though we had homeowners insurance, it was not nearly enough money to get all of the major repairs done to the home.*

*Yes, keep the program because it really works. It helped us to get our home back to the way it should be.*

*Thank you for helping us and making our home so beautiful.*

Willie and Delores Taylor
Beaumont, Jefferson County, Texas
The Challenge
Shaw assisted the County of Galveston in its effort to expeditiously manage and distribute more than $99 million in TDHCA CDBG-DR funding to address housing needs of qualified families and communities affected by Hurricane Ike in September 2008. Shaw was a team subcontractor on the Galveston County Disaster Recovery Housing Program. Among the more significant challenges on this program was the fact that many qualified applicants lived in FEMA supplied trailers or substandard conditions and were anxious to see the program progress. A second challenge involved the Bolivar Peninsula which suffered tremendous losses from Hurricane Ike – access to the peninsula was limited to the west side via a ferry, presenting difficulties with construction debris removal and delivery of construction materials.

The funds were distributed to Galveston County’s low-income homeowners in the form of deferred forgivable loans. Qualified participants received funding to either rehabilitate or reconstruct their storm-damaged homes. Eligible uses of the funds included elevation, environmental mitigation and abatement, accessibility, and special jurisdictional requirements. A total of 600 homeowners were assisted.

In addition, the Galveston County Landlord Assistance Program (GCLAP) focused on rehabilitation and reconstruction services for rental properties (1-4 unit structures) that were damaged by Hurricane Ike to address the housing needs of low to moderate income tenants. Property owners committed to leasing completed units at affordable rental rates under HUD’s Fair Market Rent rates for a minimum of five years. The federal funding investment in the property was secured via lien documents. A total of 59 rental properties were either rehabilitated or reconstructed.

The project also included the Galveston County Demolition Program which removed vacant, dilapidated structures damaged by Hurricane Ike to meet HUD’s National Objective for removal of slum and blight. Fourteen dilapidated structures were removed in accordance with the County’s Code Enforcement requirements.

The Approach
Shaw’s support to Galveston County began in late 2009 with the completion of the NEPA-required
county-wide environmental broad review, development of program policies and procedures, and the preparation of the Request for Proposals for qualified construction contractors. Shaw assisted Galveston County in the evaluation and final selection of contractors, and then provided construction oversight of 18 selected contractors to ensure workmanship and compliance with local, state, and federal building requirements.

Shaw’s project activities on this contract included:

- Rehabilitation of owner-occupied single-family residential structures
- Reconstruction/new construction of owner-occupied single-family residential structures
- Demolition associated with reconstruction projects and vacant dilapidated structures
- Rehabilitation/reconstruction of renter-occupied units
- Elevation per code
- Storm mitigation per code
- Accessibility improvements available based on homeowner need
- Replacement housing built on alternate sites

Shaw conducted initial damage assessments and environmental inspections within 3-10 days of each applicants eligibility determination. All newly constructed dwellings on Bolivar Peninsula and about half of Galveston County required specialized construction management for:

- Elevation – structures were elevated from 8-16+ feet to meet the minimum base flood elevation
- Storm mitigation – installation of impact-resistant windows or hurricane-resistant shutters
- Accessibility – compliance with Texas Government Code 2306.514 for a no-step entry, requiring construction of ramps or installation of enclosed lifts suitable for coastal construction, and other interior improvements designed to enhance usage for elderly or disabled occupants

Shaw was chosen for this program because of our excellent record of experience with large-scale disaster recovery housing and infrastructure projects and our ability to assign appropriate resources to perform required tasks.

The Result

The Galveston County Housing Assistance Program consistently remained the Top Performer out of 18 subrecipients of the state’s CDBG-DR funds. It was the only program receiving Texas Hurricane Ike funds to complete all program requirements and begin program close-out proceedings. Shaw completed more than 2,000 property inspections and completed 659 rehabilitation and reconstruction projects.

The GCHAP was the first of 18 CDBG-DR Hurricane Ike subrecipients to complete its program. Several aspects of Shaw’s performance were commended by the State, including:

- Development of contractor scorecard to assess construction performance and quality
- Comprehensive contractor procurement document and evaluation process
- Streamlined execution of damage assessment and initial environmental site visit
### Bastrop County Complex Fire Recovery Program, Bastrop County, Texas

| Client: | Texas General Land Office (TGLO) |
| Prime: | Shaw |
| Start Date: | June 1, 2012 |
| End Date: | May 31, 2013 |
| Program Value: | $611,380 |
| Reference: | Javier Perez  
Project Oversight Manager  
Texas General Land Office  
1700 Congress Avenue  
Austin, Texas 78701  
512.861.4962  
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Jo Ellen Eggert  
Disaster Recovery Program  
Financial Management  
Texas General Land Office  
1700 Congress Avenue  
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#### Project Relevance
- Use of CDBG-DR funds for rehabilitation/reconstruction of single-family homes and replacement/repair of public infrastructure
- Use of CDBG-DR funds for Downpayment Assistance
- Protection of threatened and endangered species

#### The Challenge
After experiencing severe drought conditions and a series of wildfires in the summer of 2011, Bastrop County, Texas, was designated as a national disaster area, eligible to receive CDBG-DR funds. Funds were provided for several infrastructure projects to repair/replace damaged infrastructure systems, assist approximately 150 residents with the rehabilitation/reconstruction of their homes, and assist displaced families with downpayment assistance to help with the purchase of a replacement home.

#### The Approach
Shaw manages the completion of the county-wide environmental broad review and all site-specific environmental reviews. A particular challenge is the presence of an endangered species, the Houston Toad, which required extensive research and collaboration with state/federal monitoring agencies to develop site-specific protocols to complete construction activities without harming the toad or its habitat. The Shaw team was able to develop a comprehensive Toad Monitoring Plan to describe the work-site protocols suitable to satisfy toad enthusiasts and state/federal monitors. Other challenges included the presence of wetlands and protected forests located in the Bastrop State Park. A significant difference between this project and other hurricane/tornado/flooding disasters was the total devastation experienced to homes, woodlands, and topsoil, leading to subsequent devastation due to soil erosion because of lost vegetation.

#### The Results
Shaw has completed the Environmental Broad Review, which included extensive consultations with numerous state and federal regulatory agencies regarding endangered species, wetlands, and protected habitats. Shaw was able to coordinate the complicated consultations into a single, comprehensive environmental clearance document sufficient to obtain the release of funds within the prescribed timeline and budget. The project is a highly visible project due to the presence of the Bastrop State Park and adjacent forested areas.
Block Grant (CDBG) projects. As a result of Hurricanes Katrina and Rita in 2005 and Hurricanes Gustav and Ike in 2008, OCD-DRU was the sub-grantee of one of the largest CDBG programs in the country, and one of the largest HMGP in U.S. history.

The Challenge
As a recipient of federal recovery funds, OCD-DRU tasked Shaw to augment OCD-DRU staff to determine grant eligibility and effectively and efficiently disseminate funds to eligible applicants over a three-year period in accordance with state and federal requirements. These grant funds are critical in assisting the continued recovery of Louisiana, preventing substantial losses in the future from inclement weather events, and helping to revitalize Louisiana communities. Shaw provided the following services:

- Program management
- Program policies and procedures, and design and implementation
- Applicant outreach, eligibility determination, intake, duplication of benefits, award determination, case management, appeals, closings, and grant recovery
- Quality and compliance management
- HUD and FEMA technical assistance to the state of Louisiana, grant recipients, and subrecipients

The Approach
The mission of the OCD-DRU was to administer CDBG and HMGP funds in accordance with federal program rules and regulations for the more than two dozen separate programs that have been established to aid in the hurricane recovery efforts.

Shaw provided 65 subject matter experts (SMEs) to work on the CDBG program. Tasks and responsibilities included:

- Reviewed funding requests to ensure requests were in line with CDBG National Objectives
- Assisted OCD-DRU in writing guidelines and applications for the housing programs such as

The Background
Shaw provided supplemental staffing services to Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU) to assist with the processing of $650 million in funding for FEMA Hazard Mitigation Grant Program (HMGP) and $14.4 billion in U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) projects.
Gustav-Ike parish implemented housing and state implemented Affordable Rental Program
- Compliance monitoring of Katrina/Rita and Gustav/Ike recovery funded projects
- Assisted in the development and revision of the CDBG Grantee Administrative Manual
- Assisted with the development of the Municipalities Infrastructure Program Guide
- Provided outreach and technical assistance to explain CDBG programs and offer guidance on determining the best use of funding
- Assisted OCD-DRU audit manager in maintaining records and tracking funds and implementing an OMB Circular A-133 audit tracking
- Provided financial reviews of assigned grantees across all recovery programs
- Provided additional staff that were assigned to CDBG funded program in housing, infrastructure, and economic development
- Performed CDBG compliance and monitoring, financial review and tracking, and grant progress reporting

Shaw provided 250 mitigation analysts (i.e., case workers) and contractor liaisons (i.e., homebuilder liaisons and construction managers) to work on the HMGP program. Tasks and responsibilities included:
- Program management
- Program policies and procedures and design and implementation
- Applicant outreach, eligibility determination, intake, duplication of benefits, award determination, case management, appeals, closings, and grant recovery
- Liaison staff for construction contractors and homeowners
- Quality assurance/quality control

**The Results**

Key accomplishments included the following:
- Attained OCD-DRU’s confidence on CDBG resulting in request for staffing increase from less than 10 staff to more than 60 staff assigned to managers across multiple programs
- Drafted audit responses to LLA and HUD OIG on behalf of Audit Manager
- Set-up OMB Circular A-133 process
- Developed Demographic Report for Louisiana Income Housing Tax Credit (Piggyback Housing) Program
- Developed, staffed, and implemented construction advisory services
- Conducted site visits to nearly 3,000 homeowner properties in six weeks resulting in approximately 10,000 photographs to determine project status
- Organized and facilitated large outreach sessions for the Affordable Rental Program, Road Home homeowners, and contractors working on homeowner recovery projects
- Met and exceeded Permanent Supportive Housing monthly lease goals

Under this program, Shaw reconstruction or elevated 10,500+ flood-prone structures throughout the state, and provided mitigation measured to more than 3,200 properties. We also processed $21 million of grant funds to eligible applicants in the first 3 months. To date, Shaw has submitted over 8,500 payment packages to the state with a total value of more than $360 million in homeowner grants.
The Challenge
The SRPP for the Louisiana OCD-DRU is focused on rebuilding the stock of one- to four-unit rental properties to address the housing needs of low to moderate income working families in the most heavily damaged areas of Southern Louisiana following Hurricanes Katrina and Rita. The property owners receive an incentive loan in exchange for providing affordable rental units. Although the program has approximately $869 million in HUD-CDBG funds to expend, there will not be enough funds to restore all of the damaged rental properties; therefore, funding is competitive for each applicant.

The Approach
As part of the SRPP team, Shaw provided:
- Program operations support
- Construction management
- Construction monitoring
- Quality Assurance/Quality Control (QA/QC)
- Appeals
- Document management
- PMO services (partial)
- Long-term compliance and monitoring
- Fraud, waste, and abuse
- Accounting and reports

Selection was based largely on prior experience for similar services on more than 40,000 properties throughout Texas and Louisiana. Under the SRPP, applicants are scored and ranked based on the scoring criteria selected in their application. Awards are offered at no interest, no payment, forgivable loans due only upon resale of the property or failure to comply with the rent restrictions and/or tenant household incomes.

Another option available is for eligible existing applicants. The Construction Management Initiative Option (CMIO) assigns a program-qualified contractor to perform construction, and a construction manager to provide oversight, dispute resolution and change orders when necessary to applicants who are unsuccessful securing a construction loan or completing construction on their own as required by the incentive program. The Shaw team has been involved in the design of this option, specifically as it relates to construction rehabilitation and/or replacement. The CMIO allows those applicants who have not been able to secure funding the opportunity to rebuild their affordable units. Shaw provides the following services:

Evaluations and Inspections (Incentive Option)
Shaw took the lead in developing the correct systems, reports, operational procedures and the necessary training to meet CDBG/HUD evaluation and inspection requirements. Our inspectors
conduct site visits on each rental property that requires an estimated cost of repair of owner occupied properties. All properties require a site visit to collect data required for the environmental review conducted by OCD-DRU. The evaluations are conducted using pre-determined specifications to assure the structure will be brought up to local, state, and federal codes and requirements. In adherence to the CDBG requirements, lead-based paint (LBP) assessments and clearances are conducted on all structures built prior to 1978. Shaw’s team assists applicants in reviewing the failed reports to provide valuable directions so that the applicant can remediate or repair the LBP issue to pass the clearance inspection.

Once a property has received a lead clearance, it must undergo a SRPP final inspection. The final inspection contains specifications defined by OCD-DRU as general maintenance items in addition to any scoring items that must be followed for the unit to proceed toward funding. Once the inspection is complete, Shaw’s team prepares a final inspection report detailing the results of the inspection.

**Construction Management (Initiative Option)**
Shaw is directly involved in the continued fine tuning of policies, operating procedures, systems, and training for this rehabilitation/reconstruction program. This option directs funding to the program’s approved construction companies.

Shaw’s team drafted and submitted the Contractor RFP, establishing the pool of eligible contractors for the rehabilitation/reconstruction projects. According to the current design plan, once the applicant’s eligibility is confirmed, Shaw’s team of CDBG rehabilitation specialists conducted a baseline assessment of the current conditions including percent complete and quality and quantity of existing construction work to complete the estimated cost to repair (work write-up). This is in addition to identifying any environmental issues that may not have been present during the initial site visit. Shaw assigns an OCD-DRU approved contractor to the property owner, facilitates a pre-bid meeting of owner and contractor to obtain design criteria, and obtains a contractor bid. Shaw then provides construction management oversight to ensure adherence to all local, state, federal, and program codes and requirements, including assuring compliance with required labor standards.

**Quality Assurance/Quality Control**
Shaw developed a detailed QA/QC Plan for the program. Shaw continuously conducts project assessments and trend analyses to monitor compliance and evaluate activities. The Shaw team also operates as a direct liaison with external legislative auditors. To date, Shaw has completed a 100 percent hard file presence review and a 100 percent closing document presence review of both hard and imaged records. In addition, Shaw established, at the request of the program director, 100 percent review of funds disbursement for all closings.

Shaw created QA/QC Standard Operating Procedures (SOP) for all core areas of the program – applicant relations, document management, verification/benefit determination, inspections/construction, pre-closing, closing, post-closing, compliance and monitoring and appeals. Each core area SOP identifies the QA/QC Plan within that area. Shaw provides reporting results to improve performance of processes and technologies and to identify file non-conformance, provide corrective action guidance, and fulfill staff training needs. In recognition of our QA/QC efforts, Shaw received a letter of appreciation from OCD-DRU with accolades for our performance to date.

Shaw’s process includes a design of controls over functions from identification of eligible individuals through the collection of information from potentially eligible individuals we substantiate their eligibility and their claims based upon evaluation of the completeness and accuracy of the documentation submitted through disbursement of funds. Shaw’s monitoring procedures meet all of the HUD and CDBG federal requirements including but not limited to: the Uniform Relocation Act, LBP Regulations, Environmental, Fair Housing, Davis-Bacon, Section 105(a) National Objectives, and other
applicable federal requirements. Shaw’s role throughout the SRPP project is to continually identify key risks and match those areas with the controls in place and/or design additional controls.

Shaw continues to design monitoring tools to assess if controls are working as planned. These tools are used to determine frequency and extent of monitoring procedures including potential use of statistical sampling techniques, and provide flexibility so that as risks are identified and control system is adapted accordingly.

**Appeals**

Shaw is currently providing appeals determinations to SRPP applicants. The SRPP allows all qualified applicants to appeal any determination made by the program at any time in the process. In the event that an applicant chooses to appeal, he or she is requested to submit a brief description of the appeal by mail. All program appeal determinations are based on program policies and procedures.

Shaw receives, reviews, and issues determinations on all written appeal requests from SRPP applicants. Shaw takes a case management approach to providing applicants the highest level and quality of customer service. Throughout the determination process, the review consists of all issues relevant to an applicant’s file. The appeals department reaches a determination within 60 days.

**The Result**

Shaw has been extremely successful in implementing the SRPP services. As part of Shaw’s service offering, we were able to save the client considerable time and money by implementing automated systems for processing construction applications directly with the pool of contractors and the state. Additionally, the Shaw team had zero fraud results and processed over 4,519 appeals with 99.9 percent accuracy.
The Background

Hundreds of thousands of Louisiana homes were destroyed, and residents displaced as a result of Hurricane Katrina’s devastation in August 2005, then Hurricane Rita a month later. The State of Louisiana designed the Louisiana Road Home Program (LRHP) as a collection of housing programs to help residents return to their homes as quickly and fairly as possible. This groundbreaking program is the largest single-housing recovery program in U.S. history.

The Challenge

The LRHP’s objective was to provide compensation to Louisiana homeowners affected by Hurricanes Katrina or Rita for the damage to their homes.

The Approach

Shaw was on the team selected to implement the LRHP and provided planning, startup, property tracking, procurement, document control and call center support, home evaluation, mobile deployment, facilities management, and IT Help Desk support services.

Shaw had 250+ employees working on the project at its peak. Shaw employed more than 140 different subcontractors and vendors for this groundbreaking program, with about 70 subcontractors consisting of local businesses. During the project peak, there were more than 2,000 end users using the system which consisted of more than 15 operating systems within the LRHP. Shaw also provided technical support for the system.

Planning and Startup Services

Shaw opened 16 facilities including 12 Housing Assistance Centers (HACs), two Headquarters (HQs), a Customer Assistance Center (CAC), and a Pilot Center under aggressive, fast tracked timelines.

Tracking Government Property

Shaw designed and implemented the LRHP property tracking system and database to encompass more than 40,000 items. Tracking government property required coordination with other subcontractors on the project, as well as prime contractors’ contract administration, to enforce protocols regarding government purchased property among the whole team.

Procurement Services

In addition to tracking property, Shaw was asked to be the assigned contact for all procurement activities on the project including: office consumables, materials, IT equipment and software, security services, subcontractor support, and all vendor services.

Home Inspections Services

Shaw worked closely with ICF and led the implementation of this unique program, assisting in the initial design and development of the database that would be used to collect data from the field, as
well as retaining subcontractors who added value to the program.

Home evaluations were conducted under the LRHP to quantify storm damage and provide an estimate of the cost to replace housing. Shaw provided training, IT services, labor, materials, equipment, specialized personnel, and supervision for more than 40,000 home inspections.

Facilities Management Services
Shaw maintained 16 facilities including 12 Housing Assistance Centers, two HQ locations, the Customer Assistance Center, and the Pilot Center. This required monitoring the ongoing operation and maintenance of:

- Safety planning
- Plumbing, sewer, and water control systems
- HVAC system
- Fire/security alarm systems
- Lighting and electrical systems
- Elevator system, as required by law.

Creation of IT Help Desk Support
Shaw provided level 1 and 2 technical support (Global Support Specialist Technicians), network engineering and administration, and Voice over Internet Protocol (VoIP) administration. IT operations were modeled after Shaw’s proven, successful model for delivering IT services. The Shaw IT Team created a Help Desk System that provided 24/7 assistance to 2,500+ LRHP staff. Shaw’s support and tracking system enabled the client to track the level of effort needed to support the program.

The Result
A major element of the program was the rapid startup and expenditure of funds, which required hiring and training more than 1,500 staff. In just two-and-a-half years, we helped to assist 122,000 people and facilitated the distribution of more than $7 billion to homeowners whose homes were destroyed or damaged by hurricanes. The services provided include securing, equipping, and performing construction and inspection services, as well as providing front-office information technology services, security, safety, and management services for Housing Assistance Centers in Louisiana and elsewhere.

The Louisiana Road Home Program is a HUD CDBG-DR funded disaster recovery housing program and the largest single housing recovery program in the U.S.
The Challenge
Parishes in Louisiana have received mitigation funding to address needs associated with recent federally declared disasters including 2005 Hurricanes Katrina and Rita and 2008 Hurricanes Gustav and Ike. The structures funded through these grants are eligible for reconstruction, rehabilitation, elevation, acquisition, or other approved mitigation practices. Projects also include hardening and retrofitting of critical facilities, drainage projects such as installation of pumping station or improving the quality of pumping stations.

These grants funds require detailed management and coordination between the federal grant entity, state management agency, the local government, environmental regulatory agencies, and the agencies and homeowners who receive work funded by the grants. The funded projects also require resolution of duplication of benefits determination and calculation, environmental reviews, quarterly reports, determination of final property amount/offer, site visits, coordination with engineers and construction contractors, and financial reconciliation and closeout of the projects. Many parish governments do not have the capacity or technical staff to respond to the level of effort and expertise necessary to manage the projects.

The Approach
The Shaw approach to providing these services includes:

Planning
- Prepare timely grant applications, to include the preparation of project worksheets, benefit cost analysis (BCA) using Federal Emergency Management Agency (FEMA) approved BCA software, and responses to requests for additional information. Upon determination that projects are eligible and funds are available, project(s) will be implemented.
- Assist with funding priorities when selecting Severe Repetitive Loss and Repetitive Loss properties as to eliminate negative community feedback and promote State and Federal buy in.
• Coordinate with the Louisiana Governor’s Office and Homeland Security and Emergency Preparedness (GOSHEP) and FEMA using past experience and knowledge of other ongoing projects in Louisiana.

• Assist with the public participation process through meetings to inform constituents, as well as the parish government and city governments, of the programs and mitigation options.
  - Inform qualified property owners through mailouts, fliers, etc. as directed by Plaquemines Parish Government personnel.
  - Work with the public, as well as the parish government and city governments, to explain the HMA program and to keep participation on schedule.

**Project Management**

• Prepare project management files, project scope, quarterly reports, progress reviews, reimbursement requests, and other required documents to satisfy local, state, and federal requirements.

• Assist in resolving issues through coordination with stakeholders.

• Provide project control assistance to develop schedules, financial analysis, customized reports, and ongoing financial status of each project.

• Provide Engineering services to assist as necessary to ensure successful review of construction plans for code and program guidance compliance.

• Monitor the construction process in accordance with project milestone requirements. Ensure compliance with federal, state and local permitting regulations.

• Provide technical assistance to homeowners to acquire required certificates from licensed professionals to meet National Flood Insurance Program and local compliance requirements.

• Assist with any changes to grant funding allocations that arise out of required changes in construction cost.

• Gather, organize, review, and submit closeout documents in accordance with the FEMA closeout forms, upon completion of the construction of each project and the completion of the grant management.

**The Results**

Shaw has provided its industry leading mitigation services throughout the country. Across Louisiana, Shaw has implemented over $15.5 million in HMGP projects since 2006. Specifically, Shaw is currently administering $1.7 million in acquisition, $6.2 million in elevation, over $2 million in pilot reconstruction, and nearly $6 million in wind retrofit projects. In Louisiana Shaw provided mitigation services to 15 parishes and 2 municipalities, including 8 parishes and 1 municipality which Shaw is still performing work. Shaw developed grant applications for residential structures. Shaw has established a proven track record of successfully managing all aspects of storm mitigation projects including Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Repetitive Flood Claims (RFC), and Severe Repetitive Loss (SRL). Shaw’s mitigation staff know each of these mitigation grant programs and with this experience, deliver compliance with all NFIP, FEMA, state, and local requirements.
The Challenge
Shaw performed a wide variety of services for the “Bring New Orleans Back” (BNOB) program. BNOB required rapid mobilization due to the critical infrastructure recovery needs of the City of New Orleans following Hurricane Katrina in August 2005.

This $33 million project included housing inspections, safety inspections for immediate hazards, emergency protective measures and stabilization of city-owned buildings, project management, and assisting the city in compiling information for submittal to FEMA’s Public Assistance (PA) Program reimbursement for emergency protective measures.

The Approach
During Phase I, Shaw performed more than 127,000 initial housing inspections in a seven-week period using 30 two-person teams. In coordination with the City, and using a workforce composed of local subcontractors, a program-driven process was promptly developed to assure the quality, safety, efficiency, and an expedited schedule that could meet the unique objectives of the City. Shaw then completed 4,500 detailed follow-up structural assessments of all “Red Houses” using professional civil and structural engineers.

This data was used by the City Department of Safety and Permits to determine the extent of damage to buildings and to establish if damaged structures were safe to occupy. Work on this task order included documenting all work so that costs could be supported and project worksheets could be developed by the applicant.

Shaw provided the necessary personnel, equipment, and expertise to conduct immediate safety inspections throughout the city. The primary objective was to identify and provide mitigation measures, where possible, and notify the responsible agencies of all safety hazards within publicly accessible areas of the city (approximately 55,000 acres). In coordination with the city, and using a workforce comprised of local subcontractors, a program-driven process was promptly developed to assure the quality, safety, efficiency, and expedited schedule that could meet the unique objectives of the city. Shaw managed and coordinated this process to identify and evaluate environmental, health and safety impacts, and communicate remedy and/or implement temporary corrective measures to mitigate, stabilize, or lessen the impact of hazardous conditions. Work on this task order included documenting all work so that costs could be supported and project worksheets could be developed by the applicant.

Shaw also provided the necessary personnel, equipment, and expertise to conduct building stabilization activities. Approximately 390 city-owned facilities were identified as damaged by the storm. These damaged buildings included police stations, emergency medical services (EMS)
buildings, fire stations, courthouses, libraries, auditoriums, and office buildings. Shaw promptly developed a plan and mobilized a team composed of experienced Shaw staff and hundreds of employees from local subcontractors to provide emergency protective measures to allow for safe recovery of important city-owned facilities. Work on this task order included documenting all work so that costs could be supported and project worksheets could be developed by the applicant.

Shaw project management personnel responded rapidly within one week, more than 70 qualified, screened construction inspectors were hired and in the field. Shaw maintained a labor pool of more than 300 qualified people to execute work. Small businesses and Disadvantaged Business Enterprise (DBE) subcontractors accounted for 95 percent of the work force.

The Result

During Phase II of the BNOB project, Shaw assisted the City of New Orleans with Category E (permanent) repairs on city-owned buildings. The work consisted of oversight for various roof replacement projects. Tasks included reviewing contract documents for local and state building code (IBC) compliance and standards, ensuring compliance with National Fire Protection Association (NFPA) life safety code and Americans with Disabilities Act (ADA) code and standards, reviewing contractors’ field activities, and reviewing application of payment for percentage of construction-complete and construction-progress schedule.

Shaw also wrote reports on the effects of flood water damage on building envelopes, gypsum wall board, mold damage, and Site and Building Observation Findings Reports for 5th and 7th District Police Stations and New Orleans’ Mosquito Control Building. The reports were used by the city for scope alignment to re-version original FEMA project worksheets to increase construction funding.
Hurricane Sandy Debris Removal Management, Oversight, and FEMA Compensation
Emergency Response Services, Rumson, New Jersey

Client: Borough of Rumson, New Jersey
Prime: Shaw
Start Date: November 8, 2012
End Date: June 1, 2013
Program Value: $1.5 million
Contract Type: Cost Plus
Reference: Tom Rogers
Administrator
Borough of Rumson
80 East River Road
Rumson, New Jersey 07760
732.842.3300

Project Highlights
• Emergency response to a federally declared disaster
• Debris management planning and monitoring plan implementation
• Close coordination with federal, state, and local governments and agencies

The Challenge
The Borough of Rumson had been previously impacted by the effects of hurricanes and severe storms. Hurricane Sandy however caused unprecedented damage due to flooding, power outages, and downed trees. Borough personnel were engaged in emergency street clearing, assisting citizens, distributing supplies, and operating temporary pump stations. The Borough desired to complete recovery operations as quickly as possible while ensuring that work would be reimbursed by FEMA to the greatest extent possible. Within days of the storm’s passing, the Borough contracted with several local contractors to assist in emergency clearing operations Shaw was engaged soon thereafter to provide assistance and expertise with overall debris removal operations and management.

The Approach
Our approach included:
• Debris management planning and monitoring plan implementation
• Emergency response to a federally declared disaster
• Close coordination with federal, state, and local governments and agencies
• Discussing optional services including: containment, treatment, decontamination, recovery, cleanup, and repackaging of material; site assessment, remediation and restoration; and laboratory analysis of the contaminated debris as well as geotechnical services including analysis, design, engineering, and construction

Shaw was tasked by the Borough to track all debris removal operations and coordinate operations among the various contractors and Borough personnel. Shaw personnel were on the ground in the Borough even before the contract was finalized, developed a database to track debris tickets, provided field personnel to monitor debris disposal and assisted with training Borough personnel who performed the majority of field monitoring work.
Shaw consulted with the Borough administrator to develop contracts with debris removal contractors which were acceptable under FEMA guidelines. This involved hiring the state approved debris contractor, Ashbritt, at a set rate per cubic yard, and changing the other debris contractors working for the Borough from time and materials contracts to unit price. Shaw’s experienced personnel helped guide the Borough through the complicated issues related to debris removal operations.

In order to save money and provide the best service to the client, Shaw personnel returned to their home locations within 2 weeks of operations beginning. By this time their efforts to train Borough personnel and coordinate with debris contractors had paid off with operations running smoothly and efficiently. Shaw continued to provide support to the Borough by compiling daily reports, tracking, ticket imaging and consultation.

**The Result**

Shaw’s efforts assisted the Borough with completing most debris removal operations while many communities were still struggling to begin. In all nearly 100,000 yards and 2,000 tons of debris were removed after Shaw was engaged to help manage operations. All this while Shaw’s cost were kept down to well below average due to innovative cooperation between Shaw personnel and Borough personnel who provided most of the field monitoring. Shaw and other contractors completed the project with no lost time or other safety related issues.
DELIVERING MORE

FEMA Individual Assistance-Technical Assistance Contract (IA-TAC) III, Site Assessments and Temporary Housing, Joplin, Missouri

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<tr>
<th>Client:</th>
<th>FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime:</td>
<td>Shaw</td>
</tr>
<tr>
<td>Start Date:</td>
<td>June 2011</td>
</tr>
<tr>
<td>End Date:</td>
<td>September 2011</td>
</tr>
<tr>
<td>Program Value:</td>
<td>$249 million</td>
</tr>
<tr>
<td>Contract Type:</td>
<td>Firm Fix Price, Lump Sum, and Fixed Unit Price</td>
</tr>
</tbody>
</table>


Project Relevance:
- FEMA IA-TAC program
- Federally declared disaster

The Results
Shaw performed more than 170 site inspections of commercial parks to determine the usability for temporary housing within four days. We designed the expansion of a mobile home park and a community site, and installed approximately 575 mobile homes since arriving in Joplin. It is estimated that nearly 8,000 structures were impacted by the Joplin tornado, which was approximately ¼ of a mile wide.

The Challenge
After a deadly tornado cut a path of destruction through Joplin, Missouri, on May 22, 2011, Shaw immediately began mobilizing resources to the area to support the devastated community.

The Approach
Shaw met with the FEMA, city and state officials and the U.S. Army Corps of Engineers in connection with efforts to provide temporary housing assistance for the hundreds of families and businesses displaced by the storm.

Within 72 hours of this tornado, Shaw had an experienced team of 400 emergency response professionals on the ground, helping provide services to get the community back on its feet. Shaw helped to identify alternative housing solutions as part of the mission planning team.
The Challenge

Following Superstorm Sandy, on October 29, 2012, Con Ed and Orange and Rockland Utilities (O&R) sustained catastrophic power transmission and service failures as a result of damaged and downed utility equipment servicing the counties of Rockland, Westchester and the New York City area. Shaw was selected as an emergency responder, mobilizing within 24 hours of the time notified, providing technical resources for the assessment of damaged utilities and site safety management of downed lines and equipment. Shaw provided approximately 150 technical staff functioning out of four command posts, providing assessment services around the clock. As a provider of disaster relief services, Shaw team leaders were quick to establish order and management of each operating sector, working closely with utility sector leaders to execute work in a timely manner, supporting the restoration of utility services within New York City and the metro area.

The Approach

On October 31, 2012, Shaw was contacted by Con Ed and asked to provide technical resources within 24 hours in support of overhead utility damage assessments and safe guarding of downed equipment. On November 1, Shaw began mobilizing approximately 150 technical staff within four operating locations, providing support for all of Rockland County, Westchester County and the Borough of Staten Island (which sustained the worst damage by the storm). Shaw management worked closely with Con Ed and O&R disaster team management to coordinate a comprehensive evaluation of damaged utilities.

Shaw assembled and dispatched multiple survey teams with specific instructions in order to ascertain the location and extent of damaged utilities, with each team generating damage survey reports in real-time in order to assist and expedite the restoration of electrical service. Teams operated continuously in 12 hour shifts, which included night shifts in Staten Island and around the clock service in Rockland County in support of the safeguarding of downed power equipment for the safety of the work crews and the public.

Damage assessment information generated by Shaw’s survey teams enabled a seamless transition of information gathered in the field to the utility service repair crews, expediting the restoration of electrical service. During this work, safety was a primary concern, while working in darkness, during inclement weather, with traffic and electrical hazards. Upon mobilization, a project safety program was implemented, with health and safety personnel designated to support all four operating location during the work effort which extended around the clock.

The Results

From the time of initial mobilization on November 1st until the work at our last operating location was completed on November 11th, Shaw successfully mobilized technical resources, supporting a major
utility service provider to New York City and the surrounding area with one of the largest power outage disasters ever recorded.

Shaw was selected as a result of our proven disaster relief capabilities, ability to manage and coordinate emergency projects of large size and scale and our ability to respond with highly technical staff. Shaw’s coordinated effort effectively reduced the time and effort required to restore utility services to New York City and surrounding metropolitan area. This work was also completed without a single recordable safety incident, despite the compromised working conditions.

As a result of the success of this program, Shaw has been asked by Con Ed to provide a stand-by damage assessment team during subsequent storms. In recognition of our support, Shaw received a letter of appreciation from Con Ed’s Chief Executive Officer, recognizing our immediate response and support.
SECTION 8:
Additional Experience of Bidder
Section 8 – Additional Experience of Bidder

The Shaw team will deliver MORE to NJDCA by leveraging all of our combined experience on other disaster recovery projects. This will provide NJDCA with additional insight and perspective in all technical areas needed to successfully execute on the RREM program.

As a leading global provider of emergency response and disaster recovery services for clients around the world, we have the corporate resources needed to immediately respond to any manmade or natural disaster. Exhibit 8.1 is a representative sampling of our work and experience in disaster recovery. A comprehensive statement of qualifications for all of Shaw’s Emergency Response, Recovery and Reconstruction Services is included as Attachment 2.

Exhibit 8.1. Shaw’s additional experience further demonstrates our proven track record on a wide range of disaster recovery assignments.

<table>
<thead>
<tr>
<th>Disaster Recovery including Housing Policy and Program Development</th>
<th>Understanding of Other Housing Recovery Program Requirements including Federal &amp; State Agency Requirements</th>
<th>Understanding of Environmental &amp; Historic Issues &amp; Requirements Related to Housing Program Planning</th>
<th>Experience in Planning, Structuring, Organizing, &amp; Staffing Housing Recovery Efforts in the Aftermath of a Catastrophic Event</th>
<th>Expertise in All CDBG-DR and General Federal Rules &amp; Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York City Rapid Repairs Program, Project Management Support, New York, New York</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

Shaw Environmental, Inc.
<table>
<thead>
<tr>
<th>Program</th>
<th>Location</th>
<th>Program</th>
<th>Location</th>
<th>Program</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Parish, Louisiana</td>
<td>Various locations, Louisiana</td>
<td>Various locations, Louisiana</td>
<td>Bastrop County, Texas</td>
<td>Galveston County, Texas</td>
<td>Bastrop County Complex, Texas</td>
</tr>
</tbody>
</table>

- **Program:** Various programs including Housing Recovery, Rental Assistance, and Reconstruction.
- **Location:** Locations affected by hurricanes, floods, and other natural disasters.
- **Experience:** Experience in planning and organizing recovery efforts, disaster recovery, and federal program requirements.
<table>
<thead>
<tr>
<th>New York</th>
<th>Westchester Counties and Staten Island</th>
<th>Louisiana</th>
<th>Disaster Recovery including Housing Policy and Program Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA Individual Assistance – Technical Services, Rumson, New Jersey</td>
<td>FEMA Individual Assistance – Technical Services, Damage Assessments, Rockland/Various Locations, United States</td>
<td></td>
<td>Understanding of Other Housing Recovery Program Requirements including Federal &amp; State Agency Requirements</td>
</tr>
<tr>
<td>Disaster Recovery including Housing Policy and Program Development</td>
<td></td>
<td></td>
<td>Understanding of &amp; Experience in Quantitative Data Analysis &amp; Application to Policy &amp; Program Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Understanding of Environmental &amp; Historic Issues &amp; Requirements Relative to Housing Recovery Impacting Program Selection &amp; Delivery</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Experience Designing Housing Recovery Efforts Related to Natural Disasters including HUD &amp; CDBG-DR Requirements, Budgeting, DOB &amp; Technical Evaluation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Experience in Planning, Structuring, Organizing, &amp; Staffing Housing Recovery Efforts in the Aftermath of a Catastrophic Event</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Experience in Working with HUD &amp; Understanding of FEMA Funds in the Aftermath of Major Catastrophic Events</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Expertise in All CDBG-DR and General Federal Rules &amp; Regulations</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Experience with Data Management Related to Hurricanes, Tropical Storms or Similar Natural Disasters &amp; Experience Applying Data Structures &amp; Analysis to Critical Decision-Making Regarding Housing Recovery Policy &amp; Programming</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Experience in Assessing and Incorporating into Recovery Planning Process Any Mitigation Efforts in the Aftermath of a Major Catastrophic Event</td>
</tr>
</tbody>
</table>
Section 9: Subcontractors
Section 9 – Subcontractors

In order to deliver MORE to NJDCA, Shaw has combined CDBG-DR experience with local New Jersey-based companies for the RREM program. Our subcontractors bring local knowledge, experience, as well as an understanding of the affected communities.

Shaw has teamed with New Jersey-based firms of By the Sea Services; FWH Associates, P.A.; Giordano, Halleran & Ciesla, P.C.; Kaplan Gaunt DeSantis Architects; LCF Engineering Associates; Lippincott Jacobs Consulting Engineers; and McCabe Environmental Services, LLC. We have also reunited with veteran disaster recovery firms experienced in CDBG-DR program implementation for Hurricanes Katrina, Ike, and Rita, including Lucas Disaster Recovery Consulting, LLC; Worley Catastrophe Response LLC; and Tutor Perini Corporation.

By the Sea Services
Founded in 1985, By the Sea Services has two offices located in Forked River and Atlantic City that serve the New Jersey and tri-state area. By the Sea offers extensive general contracting, construction management, and restoration services. The firm specializes in consulting, design-build, conceptual estimating/budgeting and on-site inspections through all phases of construction. Since Superstorm Sandy, the firm has inspected and/or repaired 100+ affected residences. On the RREM program, By the Sea Services will provide construction management and inspections services. By the Sea Services is a certified New Jersey Small Business Enterprise (SBE).

Giordano, Halleran & Cielsa
Giordano, Halleran & Cielsa (GHC) is one of the largest law firms in central New Jersey. GHC’s construction law and litigation practice assists homebuilders, general contractors, owners, subcontractors, community associations, engineers, architects, insurance contractors, bond companies and all other public and private companies with regard to legal matters that arise before, during and after the construction process. GHC offers experience in construction contract negotiations and disputes, government contracts and bidding processes, home owner claims, bond issues, real estate development, and transactions. Meanwhile, GHC’s real estate practice guides developers, landowners, builders and lenders through the intricate regulations, requirements and policies governing the approvals and permitting process at the state, county, and municipal levels. GHC will assist the Shaw team with the development of Qualified Homebuilder Participant Agreements and Construction Contracts.

FWH Associates
FWH Associates is a multidisciplinary professional services firm, based in Toms River, New Jersey. FWH Associated is a 50-person firm that provides architectural design, engineering, surveying, inspection, environmental, planning, and landscape architecture services. The firm’s service area encompasses all of New Jersey, southern New York, and eastern Pennsylvania. On the RREM program, FWH Associates will provide construction management and inspections services as well as property assessments. FWH Associates is a New Jersey certified minority and women SBE.

Kaplan Gaunt DeSantis Architects
With one office in Red Bank, New Jersey, Kaplan Gaunt DeSantis specializes in architectural project services such as design development, construction documentation and schematic designs. The firm supervises all phases of project development and works on a variety of project types including historical, recreational, educational, residential, and commercial. Kaplan Gaunt DeSantis Architects will
provide house designs for the RREM program. The firm is a minority and women SBE.

**LCF Engineering Associates**

LCF Engineering Associates is collaboration between three engineers with more than 100 years of combined engineering and construction experience, specializing in elevated concrete foundations. They are licensed professional engineers in New Jersey and hold many certifications in structural engineering, building inspection, wind code, and have specialized insurance expertise. The firm was selected by the Shaw team to provide site-specific engineered house plans, surveys, and elevation certificates for the RREM program. LCF Engineering Associates has an office in Freehold, New Jersey.

**Lippincott Jacobs Consulting Engineers**

Located in Riverside, New Jersey, Lippincott Jacobs Consulting Engineers is a multi-discipline civil engineering firm with over 40 years of civil engineering and design experience. The firm offers geotechnical, structural, surveying, construction quality control, material testing, drilling, environmental engineering, project management and expert witness services, as well as civil and site engineering. The firm has successfully completed more than 15,000 projects since 1970. The firm is registered as a minority and women small business in New Jersey and pre-qualified with the State of New Jersey’s Department of Treasury, Department of Property Management, and the New Jersey Economic Development Authority. Lippincott Jacobs Consulting Engineers will provide geotechnical engineering, elevation certificates and land surveying services on the RREM program.

**Lucas Disaster Recovery Consulting**

Lucas Disaster Recovery Consulting offers project management, process development, and strategy consulting services. The firm is experienced in CDBG-DR program delivery issues and has experience in responding to Hurricanes Sandy, Ike and Rita. Lucas Disaster Recovery will provide information management services and will help the Shaw team to integrate CDBG-DR program requirements with information technology support. The firm has rich and diverse experience in solving difficult problems through innovative IT solutions. The firm understands the disaster recovery program operations and appreciates the practical change management issues that will have to be addressed to achieve true success for the RREM program.

**McCabe Environmental Services**

McCabe Environmental Services is a certified minority and women-owned SBE providing a full range of environmental inspection, analytical, and consulting services. Areas of expertise include asbestos, lead-based paint, environmental site assessments, microbiological inspection and testing, indoor air quality testing and inspection, industrial hygiene sampling, and laboratory services. McCabe is certified as a New Jersey Asbestos Safety Control Monitor (ASCM), New Jersey Lead-Based Paint Evaluation Firm, and EPA/New Jersey Certified Asbestos Inspector.

**Worley Catastrophe Response**

Worley Catastrophe Response provides data management, project management, inspection services and technical personnel focusing on natural, weather related event and manmade, environmental disasters. Worley’s proprietary automated disaster management software, WorlTrac® will allow NJDCA to view the real-time status of applicants and organize data according to different predetermined criteria in order to effectively manage caseloads, activity, progression, documentation, and reporting. With over 35 years’ experience, Worley provides administrators, managers, and project specialists capable of operating in any condition with minimal response time.

**Tutor Perini**

Tutor Perini is a leading civil and building construction company offering general contracting and design-build services. Providing construction services since 1894, they have established a strong reputation for executing large complex projects on time and within budget while adhering to strict quality control measures. Tutor Perini offers general
contracting, pre-construction planning, and comprehensive project management services, including the planning and scheduling of the manpower, equipment, materials, and subcontractors required for a project. The firm also offers self-performed construction services including excavation, concrete forming and placement, steel erection, electrical and mechanical services, plumbing, and HVAC. On the RREM program, Tutor Perini will provide construction management and inspection services. The firm is an experienced disaster recovery services provider and worked on the City of New York Rapid Repairs Program.

As requested by NJDCA, Exhibit 9-1 provides subcontractor experience on related contracts of similar scope. Project information includes a description of the work, start and end dates, and contact information for references.

### Exhibit 9-1. Shaw subcontractor experience on related contracts of similar scope to the NJDCA RREM program

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Value</th>
<th>Location</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worley Catastrophe Response</td>
<td>Shaw/ICF</td>
<td>$25,500,000</td>
<td>Louisiana</td>
<td>11/05</td>
<td>Ongoing</td>
</tr>
<tr>
<td><strong>Description:</strong> Through the Road Home - Homeowner Assistance Program, almost 130,000 residents across the Louisiana coastal region have received more than $8.9 billion to rebuild and protect their homes and rental properties from future storm damage. Worley provided call center services with 300 customer service representatives, 170 inspectors to perform damage assessments on over 20,000 home evaluations and over 10,000 small rental unit inspections, more than 50 quality control agents responsible for running quality assurance checks on all incoming inspection data for multiple subcontractors to ensure that all inspections were performed to the same standards and considerations, and data management housing 180,000 applicant records to the prime contractor. Our staff accomplished intake and outbound mail processing (100,000+ documents) with efficiency ensuring that applicants received immediate application status for increased customer satisfaction, reducing otherwise unnecessary cost.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| References: |
| Al Blankenship, ICF Chief of Staff  P: 225-242-1000  ablankenship@ICFI.com |
| Jeff Jenkins, Shaw Capital Partners  P: 225-281-4190  jeff@shawcapitalpartners.com |

| Texas Homeowner Assistance Program / Galveston Housing Assistance Program | ACS | $2,600,000 | Texas | 11/09 | Ongoing |
| **Description:** Worley was engaged as a subcontractor in two federal disaster recovery grant programs that are a key part of the state of Texas’ efforts to rebuild in the aftermath of Hurricane Ike. This program distributed two rounds (Round 1: $99,503,498; and Round 2: $115,725,091) from U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds to Texas homeowners in unsecured deferred, forgivable loans for the rehabilitation, reconstruction, and new construction of owner-occupied homes and households who are low to moderate income. These programs were administered by the Texas General Land Office (GLO) and Galveston County. |

| References: |
| Shane Lucas, LDR  P: 210-392-2831 |
| Don Atwell, Nakuuruq Solutions  P: 740-815-8927  donald.atwell@nakuuruq.com |

| Deepwater Horizon / Gulf Coast Claims Facility | BP/GCCF | $373,000,000 | Texas, Louisiana, Mississippi, Alabama, and Florida Gulf Coast | 4/10 | 11/12 |
| **Description:** Worley provided prime case management for the distribution of over $6.3 billion in settlement to those affected... |
by the Deepwater Horizon Oil Spill; ultimately opening and staffing a centralized claims center and 37 field office locations within a 30-day period. Operating from the Texas coast to the Florida Keys, Worley provided location selection, lease execution, permitting, and full operational functionality to facilitate community outreach and claims intake; established application intake centers; developed procedures for mail processing and document management; hired and trained 1,375 case managers including 65 bilingual case managers fluent in five languages; ensured compliance with federal and state regulations; and provided a means to track and monitor the program and prevent fraud, waste, and abuse. After Attorney Kenneth Feinberg was appointed by President Obama as the independent claims administrator of a $20 billion fund for those affected by the oil spill, Worley was again chosen as the prime claims provider following program reorganization into the Gulf Coast Claims Facility (GCCF). Worley fielded over 1 million phone calls, interfaced with 730,000+ claimants, and serviced 500,000+ claims, 22,800 small business claims, and 1,200+ subsistence claims.

References:
Lori Brassel-Cicchini, ESIS Catastrophe Services (916) 939-6857 loribrassel-cicchini@esis.com
Nancy Divincenzo, ESIS Catastrophe Services (267) 254-5105 nancy.divincenzo@esis.com

### By the Sea Services

<table>
<thead>
<tr>
<th>DeMarco Real Estate - Multiple Properties</th>
<th>By the Sea Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul DeMarco</td>
<td>Phase One</td>
</tr>
<tr>
<td>Vice President</td>
<td>$13,964</td>
</tr>
<tr>
<td></td>
<td>Phase Two</td>
</tr>
<tr>
<td></td>
<td>$58,452</td>
</tr>
<tr>
<td>Brigantine, New York</td>
<td>Phase 1</td>
</tr>
<tr>
<td></td>
<td>11/12</td>
</tr>
<tr>
<td></td>
<td>Phase 2</td>
</tr>
<tr>
<td></td>
<td>3/13</td>
</tr>
<tr>
<td></td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

**Description:** BTS had responded with a request for emergency services due to Hurricane Sandy for multiple properties. Provided property storm inspections on all properties with detailed estimates for reconstruction. Worked with DeMarco Real Estate during the cost submission process to insurance carriers. Currently in the process of providing construction management services during reconstruction of several properties.

**References:**
Paul G DeMarco, Vice President (201) 978-1251

<table>
<thead>
<tr>
<th>Esperanza/Holt Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esperanza D Kutch &amp; Patrick Holt</td>
</tr>
<tr>
<td>ECR: $2,680</td>
</tr>
<tr>
<td>Reconstruction: $68,148</td>
</tr>
<tr>
<td>Atlantic City, New Jersey</td>
</tr>
<tr>
<td>ECR: 11/12</td>
</tr>
<tr>
<td>Recon: 3/13</td>
</tr>
<tr>
<td>Recon: Ongoing</td>
</tr>
</tbody>
</table>

**Description:** BTS responded with a request for emergency services due to Hurricane Sandy. Provided property storm inspections for the residence and provided a detailed estimate for reconstruction. Worked with Homeowner during the cost submission process with insurance carrier. Currently in the process of providing construction management and construction services during the reconstruction of the residence.

**References:**
Patrick Holt, Home Owner

<table>
<thead>
<tr>
<th>Carmen Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Carmen</td>
</tr>
<tr>
<td>ECR: $1,820</td>
</tr>
<tr>
<td>Reconstruction: $65,676</td>
</tr>
<tr>
<td>Atlantic City, New Jersey</td>
</tr>
<tr>
<td>ECR: 11/12</td>
</tr>
<tr>
<td>Recon: 4/13</td>
</tr>
<tr>
<td>Recon: Ongoing</td>
</tr>
</tbody>
</table>

**Description:** BTS responded with a request for emergency services due to Hurricane Sandy. Provided property storm inspections for the residence and provided a detailed estimate for reconstruction. Worked with Homeowner during the cost submission process with insurance carrier. Currently in the process of providing construction management and construction services during the reconstruction of the residence.

**References:**
John Campbell, Home Owner
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Value</th>
<th>Location</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYC Rapid Repairs Program</td>
<td>NYC Department of Environmental Protection</td>
<td>$110 million</td>
<td>New York</td>
<td>11/12</td>
<td>6/13</td>
</tr>
<tr>
<td>Description:</td>
<td>The project included emergency repairs of homes in the NYC areas damaged by Hurricane Sandy work included permanent restoration of heat, power, and hot water, as well as ancillary repairs to make the dwelling weather tight to protect residents from further damage. This also included the removal of water-damage debris, so restoration of the homes could begin. Residential properties ranged from individual single family home to multi-residential buildings. A total of 3,480 structures were involved. This included the restoration and repair of 4,626 residential units.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| References:                                      | Ed Kamerer, Director of Utility & Energy Services, The Liro Group (516) 993-4251 kamerere@liro.com  
Kathryn Mallon, Deputy Commissioner NYC, Environmental Protection/Bureau of Engineering Design & Construction (718) 595-6183 kmallon@dep.nyc.gov |
| Post-Disaster Residential Home Repair and Construction Services | Mississippi Development Authority | $19 Million | Mississippi         | 1/12       | 12/13    |
| Description:                                     | August 29, 2005, the Mississippi Gulf Coast suffered massive damage from the impact of Hurricane Katrina causing an estimated $125 Billion in damages. This program repaired the remaining homes damaged throughout Mississippi using HUD and CDBG funding. This program has repaired 759 homes and will have completed 900 homes at the end of this program for mostly poor and elderly homeowners. At the pinnacle of this program, about 50 homes per week were started. Our ability to manage large scale projects and work efficiently with the homeowners, homebuilders, and the MDA as well as our extensive experience with HUD, CDBG, and other federal funding sources has contributed to the success of this project. |
| References:                                      | John Mabry, COO Disaster Recovery, Mississippi Development Authority (601) 359-3449 jmabry@mississippi.org  
Nell Rogers, Program Manager, Mississippi Development Authority (601) 359 9341 nrogers@mississippi.org |
| FWH Associates                                   | Numerous Private Owners                     | $400,000  | Various, New Jersey | 11/12      | Ongoing  |
| Description:                                     | Evaluate structural damage, total damage assessment to dwellings, design new foundation for 42 homes along the New Jersey Coast. |
| References:                                      | Bill Sansone, Principal (732) 573-1150 bsansone@withum.com  
Carl Erler, Owner |
| Westlake Golf and Country Club                    | Lennar and Toll Brothers                   | $4 Million | Jackson, New Jersey | 2003       | 2010     |
| Description:                                     | Designed 1,600 unit retirement community with Golf and Toll 35,000 s.f. clubhouse, 18 hole golf course, 12 Country Brothers man-made lakes. All levels of design, township, Club, county and NJDEP approvals. |
| References:                                      | Name: Bob Calabro, Vice President (732) 780-8700 Robert.calabro@lennar.com  
Anthony Rocco, Vice President (732) 921-3195 arocco@tollbrothersinc.com |
<p>| Throughout the Shore Area                         | Krupnick Realty                           | $1.2 Million | Ocean/Monmouth Counties, New Jersey | 2003       | 2010     |</p>
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Value</th>
<th>Location</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description: Architectural Design of single and multi-family homes for construction in tract developments on individual spot lots throughout Ocean and Monmouth Counties.</td>
<td>References:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sydney Krupnick, President  (732) 363-6000 <a href="mailto:SydneyK@krupnickrealty.com">SydneyK@krupnickrealty.com</a></td>
<td>Alan Krupnick, Vice President, 732-363-6000 <a href="mailto:alank@krupnickrealty.com">alank@krupnickrealty.com</a></td>
<td>Fox Hills Condominium</td>
<td>Taylor Mgmt</td>
<td>$407,000</td>
<td>Rockaway, New Jersey</td>
</tr>
<tr>
<td>Description: Investigate, document &amp; repair construction defects related to water infiltration, structural issues, mechanical issues, and other (15 low rise buildings, 672 homes)</td>
<td>References:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Quinn, Property Manager, (973) 479-8536</td>
<td></td>
<td>Kaplan Gaunt DeSantis Architects</td>
<td>K. Hovnanian Homes</td>
<td>$10,000 to $250,000</td>
<td>Throughout NY, NY and PA</td>
</tr>
<tr>
<td>Description: Provided construction documents through construction administration for single and multi-family homes which included affordable housing integrated into the developments.</td>
<td>References:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gavin DeLitizia, AIA, Dir. of Corp.Product Development (732) 747.7800 <a href="mailto:gdelitizia@khov.com">gdelitizia@khov.com</a></td>
<td>Dawn Korbelak, AIA, VP of Product Dev. Processes (732) 747.7800 <a href="mailto:gdelitizia@khov.com">gdelitizia@khov.com</a></td>
<td>Four Ponds</td>
<td>William Schaffel</td>
<td>$47,800</td>
<td>Middletown, New Jersey</td>
</tr>
<tr>
<td>Description: Provided architectural services from schematic design through construction documents for 342 single family, multi family and affordable housing units ranging from 2,000 s.f. to 2,800 s.f.</td>
<td>References:</td>
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</tr>
<tr>
<td>William Schaffel, Owner  (732) 784-2899</td>
<td>Rick Brodsky, Esq.(732) 922-1000  <a href="mailto:rb@ansellgrimm.com">rb@ansellgrimm.com</a></td>
<td>Multiple Single Family and Multi-Family Communities throughout NJ</td>
<td>Kalian Homes</td>
<td>$10,000 to $80,000</td>
<td>New Jersey</td>
</tr>
<tr>
<td>Description: Provided architectural services from schematic design through construction documents for numerous single and multi-family communities throughout NJ</td>
<td>References:</td>
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</tr>
<tr>
<td>Lou Bianchini, Construction Mgr.  (732) 741-0054</td>
<td>Pat Kalian, Owner  (732) 741.0054</td>
<td>Lockheed Martin Combat Engineering Research Building</td>
<td>Fay Spofford &amp; Thordike, LLC</td>
<td>$645,000</td>
<td>Moorestown, New Jersey</td>
</tr>
<tr>
<td>Description: prepared an overall outbound and topographic survey of the project site. This survey included the location of all existing site improvements including utilities. A geotechnical investigation was performed by LJCE to determine the soil characteristics and limitations within the proposed building expansion footprint. Our findings and recommendations for</td>
<td>References:</td>
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foundations and pavements were presented in the final geotechnical report. Site plan documents were prepared to address stormwater management, parking and circulation, site access, lighting, utility relocations and extensions, and soil erosion & sediment control. The documents also provided site modifications and designs, utilizing existing facilities where possible, to bring the site into conformance with the current UFC security requirements. To address the sanitary sewerage issue, LJCE designed and obtained permits to extend the existing municipal gravity sewer approximately 0.25 mile to service the existing and proposed buildings. The existing septic system will be removed during construction.

**References:** Mike Govoni, PE, Senior Project Manager, Fay Spofford & Thorndike, LLC (781) 221-1213 mgovoni@fstinc.com
Jeffrey M. Cohen, LEED AP, Engineer, Fay Spofford & Thorndike, LLC (781) 221-1000 jcohen@fstinc.com

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Value</th>
<th>Location</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oceanus Condominiums Structural Rehabilitation</td>
<td>Craig Brearly, AIA</td>
<td>$24,000</td>
<td>Beach Haven, New Jersey</td>
<td>6/09</td>
<td>12/10</td>
</tr>
</tbody>
</table>

**Description:** Lippincott Jacobs Consulting Engineers (LJCE) was contracted to investigate the degenerative conditions, assess the situation, to prepare structural repair documents and to perform construction administration activities. LJCE completed an exhaustive investigation of the buildings and documented findings. Structural documents were prepared implementing a variety of repairs and remediation measures. Control joints were added to masonry to allow movement, corroded steel lintels were either cleaned and coated or replaced as necessary, concrete building elements were patched and repaired, exposed concrete received epoxy coatings, etc. In addition to these procedures, LJCE strengthened failing concrete beams, columns and slabs though the use of built up concrete sections and through the use of fiber reinforced polymers, which were a relatively new structural repair method.

**References:** Craig Brearly, AIA, Craig W. Brearly Architect (609) 597 8880 cwb@cwbrearily.com

| Lucas Disaster Recovery Consulting                        | Texas Housing Disaster Recovery Hurricane Rita Round 2 | Texas Department of Housing and Community Affairs | $200 Million | Texas | 3/08 | 11/11 |

**Description:** Managed all aspects of the verification through project closeout process for over 2,500 applications

**References:**
Kelly Crawford, Disaster Recovery – Director Finance and Compliance (512) 861-4979
Mike Giroux

| Sabine Pass Restoration Program | Texas Department of Housing and Community Affairs | $12 Million | Texas | 3/08 | 11/11 |

**Description:** Managed all aspects of the verification through project closeout process for over 100 applications

**References:**
Kelly Crawford, Disaster Recovery – Director Finance and Compliance (512) 861-4979

| Galveston County Hurricane Ike Round I, Austin, TX | Galveston County | $99.5 Million | Texas | 12/10 | 11/11 |

**Description:** Managed CDBG-DR program including systems design, call center setup and management of daily production

**References:**
James Gentile, Director of Housing and Economic Development (409) 765-2658 james.gentile@co.galveston.tx.us
Kevin O’Brien Commissioner (409) 770-5335
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Value</th>
<th>Location</th>
<th>Start Date</th>
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<tbody>
<tr>
<td><strong>McCabe Environmental Services</strong></td>
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<tr>
<td><strong>Description:</strong> McCabe Environmental recently completed the air monitoring services as environmental consultant for the historic $55 million dollar Exterior Restoration Project that was completed for the 100 year anniversary in 2011. Our role was to provide continuous on-site project air monitoring and analysis for the asbestos abatement being conducted on the exterior windows from all facades and roofing from various roof levels. We also provided air sample collection and analysis for asbestos, lead, silica, and other contaminants as well as bulk sample collection for asbestos and lead. We worked continuously and cohesively with URS Consultants, the Construction Management Firm, and the NYPL Management throughout the project. As a result of construction activities, unanticipated additional services above and beyond our scope of work were requested by the NYPL. McCabe, as a full service environmental consulting firm, had the ability to quickly respond and assist the NYPL Management to address and arrest concerns of the Library employees and patronage.</td>
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<td><strong>References:</strong></td>
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<tr>
<td>Kevin Budd, Senior Project Manager, New York Public Library (212)930-0822  <a href="mailto:kbudd@nypl.org">kbudd@nypl.org</a></td>
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<tr>
<td>Joanna Pestka, Vice President for Capital Planning, New York Public Library (212) 930-0071  <a href="mailto:jpestka@nypl.org">jpestka@nypl.org</a></td>
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<tr>
<td>The CM Consortium, ARC Tunnel Project, Tonnelle Avenue Underpass</td>
<td>New Jersey Transit</td>
<td></td>
<td>North Bergen, New Jersey</td>
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<tr>
<td><strong>Description:</strong> McCabe Environmental Services was responsible for providing asbestos abatement project management, sample collection and analysis, and abatement contractor surveillance for the asbestos abatement prior to the demolition of a 145,000 square foot multi-building warehouse facility. This facility was in the direct path of the proposed tunnel that was to be built by New Jersey Transit. The abatement work included the removal of asbestos-containing flooring, built-up roofing, transite roofing panels, roofing tar, skylight flashing, pipe insulation, boiler insulation, flexible ducting, ceiling tiles mastic, acoustical plasters, electrical wiring and panel boxes, mastics, and window caulk. McCabe Environmental supervised the work of two separate abatement contractors. The abatement work was conducted in multiple locations and within multiple containments at the same time. Our staff supervised all work and provided continuous air monitoring throughout the project. We also acted as liaison with the abatement contractor, the State of New Jersey, The CM Consortium and New Jersey Transit. In addition, we also performed bulk sampling of additional materials that were discovered during the course of the abatement work. We conducted a final comprehensive inspection and provided appropriate documentation to the New Jersey Department of Community Affairs for the authorization of the demolition permits.</td>
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<td><strong>References:</strong></td>
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<tr>
<td>Henry Cortes, Assistant Project Manager, Tishman Contruction (212) 564-3615  h <a href="mailto:cortes@tishman.com">cortes@tishman.com</a></td>
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<tr>
<td>TJ Francisco, Sr. Construction Manager,  <a href="mailto:Thomas.Francisco@parsons.com">Thomas.Francisco@parsons.com</a></td>
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<tr>
<td>Coop City</td>
<td>Riverbay Corporation</td>
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<td>Bronx, New York</td>
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<tr>
<td><strong>Description:</strong> McCabe Environmental Services, L.L.C. is currently holding the current Contract for providing Riverbay Corporation the same services that are being requested in this RFP. Our certified Air Sampling Technicians and Project Monitors have been providing daily air sampling services for this Contract since 2006. We have also responded to additional requests which required various types of environmental testing services, such as indoor air quality testing, lead-based paint testing, mold testing, PCB testing, and asbestos bulk sampling and analysis. Our response time was usually within 24 or 48 hours, or within the time frame specified by Riverbay Corporation. Our past experience on this project clearly reflects our ability, understanding and commitment to completely satisfy the requirements of this RFP, and to satisfy the needs of The New York Public Library.</td>
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<td><strong>References:</strong></td>
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<tr>
<td>Kevin Keenan, Director of Safety &amp; Health, Riverbay Corporation (718) 320-3625  k <a href="mailto:keenan@riverbaycorp.com">keenan@riverbaycorp.com</a></td>
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<td>Project Name</td>
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<tr>
<td>Vernon Cooper, Vice President, Marion Scott Real Estate, Inc.</td>
<td>(718) 320-3308</td>
<td><a href="mailto:vcooper@riverbaycorp.com">vcooper@riverbaycorp.com</a></td>
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</table>
Attachment 1:
Completed Reference Forms
Subcontractor Teaming Agreements
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and Worley, a Louisiana corporation having an office in Hammond, Louisiana (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the “Client”), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the “Project”); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw’s proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

ARTICLE I - PROPOSAL PREPARATION FOR CONTRACT AWARD

1.1 Team Member shall: (i) provide appropriate personnel and use its best efforts to prepare and submit to Shaw such data as are required for use in preparation of that part of the proposal to be submitted to Client and, (ii) shall provide all other reasonable assistance to Shaw in preparation of the proposal.

1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw’s proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member's responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member's rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client's direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

   (a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member's technical approach and Shaw's proposal; and

   (b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member's scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client’s RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exists:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including
Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either expressly, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member’s responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE  Worley

By: Nevin Shanebrook  By: [Signature]

Name: Nevin Shanebrook  Name: Allen G. Carpenter

Title: Sr. Subcontracts Admin  Title: CHIEF ADMINISTRATIVE OFFICER

Date: 5-6-2013  Date: 5/6/13
ATTACHMENT A

Scope of work – Estimating and Compliance Monitoring (ECM) services

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: Nevin Shanabrook
Name: Nevin Shanabrook
Title: Sr. Subcontract Mgr.
Date: 5-6-13

Worley

By: Allen G. Carrhater
Name: Allen G. Carrhater
Title: CHIEF ADMINISTRATIVE OFFICER
Date: 5/6/13
ATTACHMENT B

Shaw’s Standard Consulting and Services Agreement

Separate Attachment
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and FWH Associates, P.A., a New Jersey corporation having an office at 1856 Route 9, Toms River, New Jersey (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the "Client"), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the "Project"); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw’s proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

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1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw’s proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member's responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member's rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client's direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

(a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member’s technical approach and Shaw's proposal; and

(b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member’s scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client’s RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exists:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement (i) it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including
Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either expressly, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member's responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

FWH Associates, P.A.

By: ____________________________
Name: Brian P. Murphy
Title: Vice President
Date: 5/6/13
ATTACHMENT A

Scope of work – estimating and compliance monitoring

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: 

Name: 

Title: 

Date: 

FWH Associates, P.A.

By: 

Name: Brian P. Murphy

Title: Vice President

Date: 5/6/13
ATTACHMENT B

Shaw's Standard Consulting and Services Agreement

Separate Attachment
SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC. (SHAW)
CONSULTING AND SERVICE AGREEMENT

IN CONSIDERATION OF the mutual covenants contained in this Agreement, Shaw Environmental & Infrastructure, Inc., a Louisiana Corporation ("SHAW"), and the undersigned ("Consultant"), hereby agree as follows:

1. SERVICES. SHAW hereby retains Consultant to render consulting services or technical assistance to SHAW, and Consultant hereby agrees to provide such services as set forth in Attachment A to this Agreement or such other services as SHAW may from time to time request during the term of this Agreement. Consultant agrees to furnish all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all labor, supervision, transportation, utilities, storage, and all other services to perform and complete the work. The term of this Agreement is set forth on Attachment A; provided, however, either SHAW or the Consultant may terminate this Agreement without cause upon five (5) days' prior written notice to Consultant or SHAW. In case of such termination, Consultant will be paid for services performed up to the date of termination.

2. LIMITS ON SERVICES. The SHAW representative designated in Attachment A or such other representative as SHAW may from time to time designate will arrange the number of hours or value of consulting services Consultant will provide during each week or other specified period. The number of hours per week or value of consulting services provided by consultant shall depend upon SHAW's need for such services. Consultant shall not exceed the prescribed maximum number of hours or value without the express written consent of the authorized SHAW representative.

3. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that neither it nor its employees or subcontractors or their respective employees are servants, agents or employees of SHAW. The actual performance and superintendence of all work hereunder shall be by Consultant, under the control and direction of Consultant as to the details of the work; provided, however, SHAW, being interested in the results to be obtained, is authorized to designate a representative or representatives who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same, and, provided further, that such work shall be performed in accordance with this Agreement. Consultant understands that SHAW assumes no liability as an owner or operator of a site, or as an arranger for the treatment, transportation, or disposal of any material, or as owner or possessor of any material, with respect to which Consultant is to perform work. Consultant agrees to take no action inconsistent with the foregoing.

4. COMPENSATION. SHAW agrees to compensate Consultant for the consulting services provided by Consultant under this Agreement at the rates specified in Attachment A based on the actual number of hours of consulting services provided by consultant pursuant to Paragraph 2. Consultant acknowledges that the compensation payable hereunder may be subject to 20% federal backup withholding tax and/or other deductions as required unless SHAW has an IRS Form W-9, "Payer's Request For Taxpayer Identification Number and Certification" or other appropriate forms on file for Consultant. Consultant shall not, as a result of this Agreement, be entitled to any employee or fringe benefits which SHAW provides to its employees. SHAW may, but shall not be obligated to, provide Consultant with office space, secretarial or other clerical services. Expenses incurred in performing Consultant services will not be reimbursed and are for Consultant's own account unless previously authorized in writing by the SHAW representative. Unless otherwise provided herein or in the Purchase Order (such as when the work is for a firm fixed price, in which case Consultant will invoice SHAW upon successful completion of the Consultant's services), Consultant will invoice SHAW every thirty (30) days until substantial completion, at which time SHAW must receive final billing within thirty (30) days thereof. In the event SHAW does not receive the final billing within thirty (30) days of substantial completion, SHAW shall have no obligation to honor such invoices.

5. INDEMNIFICATION.

A. The Consultant agrees to defend, indemnify, and hold harmless SHAW, its directors, officers, agents, and employees from and against all liabilities, losses, damages, demands, claims, suits, costs and expenses, including reasonable legal fees and other expenses of litigation arising out of or related to Consultant's material breach of this Agreement and for all injuries to and death of persons and for loss of or damage to property arising out of or related to services performed by Consultant, its agents, or employees, or subcontractors, except to the extent such liabilities or losses are attributable to the sole negligence or willful misconduct of SHAW, its agents, or employees.
B. In addition, Consultant agrees to indemnify and hold harmless SHAW, its directors, officers, agents, and employees against any and all liabilities, losses, claims, suits, costs, and expenses arising from infringement or alleged infringement of any and all intellectual property rights of others (including patents) covering apparatus, machinery, equipment, methods, processes, and compositions of any material installed and used by Consultant or its subcontractors in any and all operations under this Agreement.

6. INSURANCE. Consultant shall, at all times while operations are conducted hereunder, maintain the following insurance coverages:

A. Worker's Compensation, providing statutory benefits and Employer's Liability Insurance covering the employees of the Consultant engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for Employer's Liability shall be $1,000,000 per occurrence.

B. Comprehensive General Liability Insurance, including products, contractual, and automobile liability with a combined single-limit occurrence of $1,000,000 for bodily injury and property damage. Such policy shall be endorsed to cover liability of Consultant under Section 5 hereof and automobile liability insurance shall include non-owned and hired vehicle coverage.

C. Professional errors and omissions coverage with a limit of $1,000,000 per occurrence.

D. Such other insurance as deemed necessary by SHAW in any Purchase Order issued hereunder to cover the risks inherent to the work being performed by Consultant.

The insurance policies provided for in B and D shall name SHAW as an additional insured, shall be primary as to any other valid insurance available to SHAW, and shall contain a standard cross liability and endorsement or severability of interests clause and provision stating that Consultant's insurers waive all rights of subrogation in favor of SHAW.

SHAW reserves the right to require additional insurance coverage or additional coverage amounts for the policies identified above based on its evaluation of specific work requirements and the work to be performed by Consultant.

Certificates evidencing the required insurance coverage and endorsements (including that required by Section 22 hereof) shall be delivered to SHAW prior to commencement of work and shall provide that any material change in or cancellation of any policy(ies) under which certificates are issued shall not be valid as respects SHAW until SHAW has received thirty (30) days' written notice of such change or cancellation. If any of Consultant's insurance policies contain a pollution or asbestos exclusion, or other exclusion relevant to the Consultant's work hereunder, these shall be stated on the certificate of insurance or shall be deemed waived. Such certificates shall provide that SHAW shall be an additional insured for two (2) years following completion of Consultant's work.

7. CONFIDENTIALITY AND REGULATIONS. Consultant agrees to maintain in confidence and not to disclose to others, without the written permission of SHAW, all information received or made available to Consultant from SHAW, its client, its or their respective parents, subsidiaries, agents, or employees, except information which was known to Consultant prior to acquisition hereunder, or which without fault of Consultant becomes generally known to the public, or is acquired by Consultant from a third party having a legal right to disclose the same. All information received or developed hereunder is presumed to be confidential and not to be disclosed to others unless otherwise stated in writing by SHAW. Consultant further agrees not to use any information received or developed hereunder for any purpose except in furtherance of this Agreement. Upon termination under any circumstances, Consultant shall transfer to SHAW all data and information, including copies of same in its possession relating to the work hereunder. Consultant also agrees to not compete with SHAW for any specific project in which Consultant has performed services for SHAW hereunder.

8. INTELLECTUAL PROPERTY RIGHTS. SHAW shall retain the right to any work, submissions, designs, inventions, applications, improvements, know-how, or discoveries made or conceived by Consultant resulting from the performance of this Agreement. Consultant agrees to promptly disclose any such invention, application, improvement, know-how, or discovery to SHAW. With respect to any such invention, improvement, or discovery, Consultant further agrees that it will cooperate with SHAW, its officers, and agents in obtaining patents, trademarks, copyrights, or other appropriate protection on such inventions, improvements, know-how, or discoveries in the name of and for the benefit of SHAW in the United.
States and foreign countries, to the extent that SHAW considers desirable, and in executing all patent applications, assignments, and other instruments necessary to procure such patents and to vest title thereto in SHAW.

9. **CONFLICT OF INTEREST.** Prior to accepting an assignment under this Agreement, Consultant must declare any direct, indirect, or potential conflicts with its obligations under this Agreement, and Consultant shall provide to SHAW from time to time such information as SHAW shall request to evaluate the presence, nature, and extent of any direct, indirect, or potential conflict of interest. During the period of this Agreement, Consultant agrees to notify SHAW of any work Consultant performs for any SHAW client where the Consultant has previously worked for the client under similar circumstances.

10. **NO ASSIGNMENT OR SUBCONTRACTING.** Consultant shall not subcontract any portion of its duties hereunder, or assign or delegate any of its rights or obligations hereunder, without the prior written consent of SHAW.

11. **TAXES.**

   A. Except for sales and use tax, if applicable, the price for each time or service covered by this Agreement is inclusive of all other taxes, fees, excises, and/or charges which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items, any services to be rendered by Consultant hereunder, or the Purchase Order itself. Consultant shall separately state on its invoice the amount of sales or use tax applicable to the sale of the items or services covered by this Agreement.

   B. Consultant is an independent contractor as provided in Section 3 above. However, in the event that Consultant is subsequently determined to be an "employee" by the Internal Revenue Service (IRS) or other federal, state, or local government or its agencies, Consultant will be responsible for all taxes, withholding, fees, penalties, interest, or any other cost imposed by such government or agency of such taxes, withholding, fees, penalties, interest or other cost as a result of the services provided under this Agreement. Consultant will reimburse SHAW for all such costs and expenses immediately upon demand.

12. **COMPLIANCE WITH LAW AND EQUAL OPPORTUNITY.** Consultant shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules, and regulations or all governmental authorities having jurisdiction, including the federal Occupational Safety and Health Act (OSHA). Consultant shall obtain all necessary licenses and permits and similar authorizations from government authorities required to perform its obligations hereunder, and shall give all notices required by applicable laws, ordinances, rules, regulations, and restrictions. Unless this Agreement is exempted by law, Consultant shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, including, without limitation, those provisions, rules, and regulations issued pursuant to said Order and Acts, as amended. Consultant shall furnish to SHAW from time to time upon request written proof of licenses, permits, and certifications required under applicable law.

13. **LIENS.** Consultant shall neither file nor permit any laborer, materialmen, mechanics, or other lien to be filed or otherwise imposed on any part of the work or the property on which the work is performed. If any laborer, materialmen, mechanics, or other similar lien or claim thereon is filed and Consultant does not cause such lien to be released and discharged forthwith or file a bond in lieu thereof, SHAW shall have the right to pay all sums and post all bonds necessary to obtain such release and discharge and deduct all amounts so paid from the contract price or recover the same from Consultant, and any further payment shall not be due until all such claims or liens have been satisfied, released, and/or discharged of record.

14. **GUARANTEES.** Consultant guarantees all work and services performed are in accordance with accepted standards and practices applicable to Consultant. Consultant also guarantees all equipment and materials furnished pursuant to the Agreement against defects in construction and/or workmanship for a period of one (1) year following completion of its work and acceptance by SHAW, except where a longer guaranty is provided by a supplier or manufacturer of such equipment or required pursuant to the terms of any agreement entered between SHAW and a customer of SHAW relating to the work performed. If requested by SHAW, Consultant shall replace or repair any equipment required pursuant to the terms of any agreement entered between SHAW and a customer of SHAW relating to the work performed. If requested by SHAW, Consultant shall replace or repair any equipment provided or defective work performed. In the event Consultant fails to diligently proceed to cure the nonconformity, SHAW may do so and all costs incurred shall be for Consultant's account.

15. **DEFAULT.** If Consultant fails to carry out the work diligently; or if consultant shall become insolvent; or if insolvency,
receivership, or bankruptcy proceedings shall be commenced by or against Consultant; or if Consultant shall make an assignment for the benefit of creditors; or if Consultant shall materially default in its performance of any provision of this Agreement, then SHAW and Consultant shall have the following rights, obligations and duties:

A. SHAW, without prejudice to any other right or remedy, may terminate this Agreement forthwith on written notice to Consultant.

B. Consultant shall, if requested by SHAW in writing, withdraw from the premises and assign to SHAW such of Consultant's subcontracts as SHAW may request and remove such materials, equipment, tools, and instruments used by Consultant in the performance of the work as SHAW may direct.

C. SHAW shall have the right, either with or without using Consultant's materials, equipment, tools, and instruments to complete the work itself or with or through third parties.

D. SHAW shall be entitled to withhold the payment of any further sums due to Consultant under this Agreement, except such final balance as may be due pursuant to the following paragraph.

E. Upon final completion of the work, SHAW shall determine the amount, if any, of damages suffered by SHAW, the amount to which Consultant is entitled for its performance of the work up to the date of such termination and the amount, with due regard to the circumstances of terminations, sufficient to equitably compensate Consultant to SHAW for the use of Consultant's materials, equipment, tools, and instruments; and upon such determination, SHAW shall pay the net amount which may be due, if any, in accordance with such determination.

16. INTERPRETATION AND SEVERABILITY. This Agreement shall be governed by and construed in accordance with the rules and laws of Commonwealth of Pennsylvania without regard to its conflict of law provision. Every part, term, or provision of this Agreement shall be enforced to the maximum extent permitted by law and if any part, term, or provision is unenforceable, it shall be deemed automatically redrawn to the extent necessary to be enforceable. Further, notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

17. PURCHASE ORDER. When this Agreement is fully executed by the parties hereto, Consultant will be issued a Purchase Order by SHAW to facilitate processing of invoices. The terms and conditions of this Agreement shall apply to each such Purchase order and shall take precedence over any conflicting similar term and condition thereon. All other terms and conditions of the Purchase Order(s) apply to this Agreement and are part hereof. Any invoices or correspondence to SHAW must reference that Purchase Order number.

18. ATTORNEY FEES AND NOTICES. In the event of any action or proceeding to construe or enforce this Agreement or to enjoin the breach hereof, the prevailing party shall be entitled to recover its costs of investigation and litigation, including reasonable attorney fees and costs. Any notices required or permitted to be sent may be delivered personally, or by telegram, overnight delivery service, or certified mail-return receipt requested to the address set forth below or such other addresses as either party may designate by written notice to the other.

19. TIME. Time is of the essence to SHAW. Tender of goods or services shall be made in the manner and on the date(s) specified in Attachment A or in any Purchase Order issued pursuant hereto.

20. ENTIRE AGREEMENT. This Agreement and the attachment(s) hereto, and any Purchase Order(s) issued thereunder contain the entire Agreement and understanding of the parties with respect to the matters contained herein and cannot be amended or modified except in a writing signed by Consultant and SHAW.

21. EXCUSABLE DELAY. Neither party shall be liable for damages for delay in delivery or performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather. Consultant will notify SHAW in writing ten (10) days after the beginning of any such cause which would affect its performance.

22. RISK OF LOSS. Consultant shall bear all risk of loss, theft, damage, or destruction to (1) the items covered by this Agreement and/or (2) the items covered by any Purchase Order issued to Consultant, and/or (3) Consultant's equipment,
appliances, tools, facilities and materials necessary to commence and complete the work on SHAW's property. Consultant will at all times carry insurance ensuring against such destruction in the face amount, not less than the replacement value of said items.

23. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SHAW BE LIABLE FOR ANY INCIDENTAL, INDIRECT IMPACT OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES IN EXCESS OF THE COMPENSATION PAID BY SHAW HEREUNDER.

24. **ARBITRATION.** Any controversy, dispute, or claim arising out of or relating to this Agreement or the breach thereof, not settled through negotiations, may be submitted to mediation or other alternative dispute resolution procedure upon mutual agreement of the parties. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, not settled through negotiation or other mutually agreed alternative dispute resolution procedure, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or as otherwise mutually agreed. This agreement to resolve any disputes by binding arbitration shall extend to claims against any shareholder, any brother-sister company, subsidiary or affiliates, any officers, directors, employees or agents or any of the above and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. The parties intend that this provision to arbitrate be valid, enforceable and irrevocable and that it provide the exclusive remedy with respect to all disputes with its scope. Any arbitration and award hereunder shall be final and binding upon the parties, a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise mutually agreed by the parties, such arbitration will be conducted in Pittsburgh, Pennsylvania.

25. **ADDITIONAL PROVISIONS APPLICABLE UNDER U.S. GOVERNMENT OR COMMERCIAL PRIME CONTRACTS OR SubCONTRACTS.** If this Agreement or any Purchase Order covers work under a contract between SHAW and any agency, agent or prime CONTRACTOR of the United States Government, the additional provisions throughout this Article are made a part hereof, and shall apply to this agreement and/or any Purchase Orders issued pursuant hereto.

25.1 **DEFINITIONS**
As used throughout these provisions, the following terms shall have the meanings set forth below:

1.1 "Government" means the United States of America and its agencies or agents.
1.2 "CONTRACTOR" and "SUBCONTRACTOR", and "CONSULTANT" shall have the same meaning.
1.3 "Client" means the Government Agency, Agent, or Subcontractor with whom Shaw Environmental & Infrastructure, Inc. ("SHAW") has executed a contract.
1.4 "Client Contract" means the prime contract between SHAW and its client.

25.2 **GOVERNMENT AUDIT RIGHTS.** Any agency of the Government, which is afforded audit rights under the Client Contract, shall be entitled to the same rights under this Consulting and Service Agreement.

25.3 **INDEMNIFICATION.** CONTRACTOR shall indemnify, and hold harmless SHAW and Client, its and their respective directors, officers, employees and agents, to the full extent permitted by applicable law, from and against any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorney's fees, arising directly or indirectly out of or related to CONTRACTOR's performance hereunder related to the following:

(a) Any assertion that any costs, price, or fee included in or incurred under the Client Contract or this Consulting and Service Agreement should or will be reduced as a result of, or arising out of facts attributable to, cost or pricing data furnished or required to be furnished by CONTRACTOR which was not complete, accurate, or current.
(b) A violation by CONTRACTOR or any applicable local, state, or federal law, rule or regulation.
(c) Any penalty or fine incurred or assessed which is caused by CONTRACTOR, its employees, agents, suppliers, subcontractors, or consultants.
(d) Any failure by CONTRACTOR to provide any reasonably required certification or supporting information required hereunder or under applicable laws and regulations.
(e) The provision by CONTRACTOR of any false or erroneous certification or supporting information required hereunder or under applicable laws and regulations.
(f) Any false claims by CONTRACTOR under this Subcontract, or any misrepresentation of facts, or fraud, under or in connection with appeals made under the article entitled "Applicable Laws and Disputes."
25.4 PUBLIC DISCLOSURES. CONTRACTOR shall make no public announcements or disclosures relative to information contained in or developed under this Consulting and Service Agreement except as authorized in writing by the SHAW.

25.5 APPLICABLE LAWS AND DISPUTES WITH U.S. GOVERNMENT. If a decision or a question is issued by an authorized representative of the Client under the Client Contract and the decision relates to this Consulting and Service Agreement, said decision, if binding upon SHAW under the Client Contract, shall also be binding upon the CONTRACTOR with respect to this Consulting and Service Agreement. However, if CONTRACTOR is affected by such decision, and if SHAW elects not to appeal such decision under the "Disputes" clause of the Client Contract, SHAW shall notify CONTRACTOR. After receipt of such notice by CONTRACTOR, if CONTRACTOR submits a timely written request to SHAW to appeal such decision, SHAW will appeal at CONTRACTOR's cost and expense.

For any appeals or claims to be submitted in excess of $50,000, CONTRACTOR shall certify to SHAW, as to its portion of the claim that: (i) the claim is made in good faith; (ii) the supporting data is accurate to the best of CONTRACTOR's knowledge and belief; and (iii) the amount requested accurately reflects the Consulting and Service Agreement adjustment for which CONTRACTOR believes the Client is liable.

If any such appeal is denied or otherwise decided adversely to CONTRACTOR's interest, or if CONTRACTOR is otherwise affected by any decision made by any representative of the Client on any question of fact and/or law arising under the Client Contract which is also related to this Consulting and Service Agreement, from which an appeal under the "Disputes" clause in the Client Contract is not available, said decision, if binding upon SHAW under the Client Contract, shall in turn be binding upon SHAW and CONTRACTOR with respect to such questions as it relates to this Consulting and Service Agreement; provided, however, if CONTRACTOR is adversely affected by any such decision, and if SHAW elects not to bring suit against the Client with respect to such decision, SHAW shall notify CONTRACTOR.

If CONTRACTOR submits a timely written request to SHAW to bring suit against the Client, SHAW shall initiate such suit. If SHAW brings suit against the Client with respect to any such decision, whether at its election or at CONTRACTOR's request, a final judgment in any such suit, if binding upon SHAW under the Client Contract, shall in turn be binding upon SHAW and CONTRACTOR with respect to the question decided as it relates to this Consulting and Service Agreement.

If any such appeal is taken or brought by SHAW, whether at its election or at CONTRACTOR's request, CONTRACTOR shall assist SHAW in its prosecution thereof to the extent CONTRACTOR's interest may be affected. To the extent requested by SHAW, CONTRACTOR shall prosecute for SHAW any appeal or suit taken or brought at CONTRACTOR's request and, in such event, SHAW shall assist CONTRACTOR in every reasonable manner.

All costs and expenses incurred by CONTRACTOR and SHAW in prosecuting any appeal or suit taken or brought at CONTRACTOR's request shall be paid by CONTRACTOR.

If as a result of any decision or judgment which is binding upon CONTRACTOR and SHAW, SHAW is unable to obtain reimbursement from the Client under the Client Contract, or is required to refund or credit to the Client any amount with respect to any item of cost or fee for which SHAW paid CONTRACTOR, CONTRACTOR shall, on demand, promptly repay such amount to SHAW, together with applicable interest and penalties (if any).

The rights and obligations herein shall survive completion and final payment under this Consulting and Service Agreement.

Pending the resolution of any dispute, CONTRACTOR shall proceed as directed by SHAW in writing.

25.6 CLIENT CONTRACT PROVISIONS. The provisions of the attached Applicable Client Contract Clauses shall apply to this Consulting and Service Agreement. In interpreting these provisions, the appropriate modifications to make such provisions applicable in all respects to this Consulting and Service Agreement shall be deemed to have been made and the CONTRACTOR assumes toward SHAW under this Consulting and Service Agreement all such obligations and duties as Company assumes toward the Client and the government under such provisions.

26. RIGHTS CUMULATIVE; WAIVER OF TERMS AND CONDITIONS; SURVIVAL. All of SHAW's rights and remedies are cumulative with and nonexclusive of any and all rights and remedies available hereunder, at law, or otherwise.
The failure of SHAW in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by SHAW of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred. The terms and conditions of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, SHAW and Consultant have caused this Agreement to be executed by their duly authorized officers as of ___, 20___.

CONSULTANT: FWH Associates

By: [Signature]

Name: Brian D. Murphy

Address: 1856 Rte 9, Toms River, NJ 08755

Tax Identification Number: 222-994-442/000

Shaw Environmental & Infrastructure, Inc:

By: [Signature]

Name: [Signature]

Address: [Address]

Social Security Number: [Number]

Employers Identification Number: [Number]
EXHIBIT A
TO SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC. (SHAW)
CONSULTING AND SERVICE AGREEMENT

I. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

A. The equal opportunity clause prescribed by Executive Order 11246, as amended by Executive Order 11375, as implemented in Title 41 CFR, Section 60-1.4 is incorporated herein by specific reference and is applicable to orders amounting to $10,000 or more.

B. The affirmative action clause prescribed by the Vietnam Era Readjustment Assistance Act of 1974 and set forth in Title 41 CFR, Section 60-250.4 relating to the affirmative action program for disabled veterans and veterans of the Vietnam Era is incorporated herein by specific reference.

C. The minority business enterprise's requirements of Executive Order 11625 are incorporated herein by specific reference.

D. The affirmative action clause prescribed by Executive Order 11758 and set forth in Title 41 CFR, Section 60-741.4 relating to the affirmative action program for the handicapped is incorporated herein by specific reference.

II. CERTIFICATIONS

A. OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor shall observe and comply with the Federal Occupational Safety and Health Act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority therefor, and with all applicable state occupational safety and health laws and regulations. Contractor and any subcontractor hereunder shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety. This provision shall also be included in any contracts with subcontractors.

B. AFFIRMATIVE ACTION PLAN

If Contractor has 50 or more employees and the contracts of Sale are in an amount of $50,000 or more, the Contractor may be required under Section 60-1.40 of Title 41 CFR to develop a written affirmative action compliance program for each of its establishments. If the Contractor is so required, it agrees to do so within 120 days from the commencement of a contract and maintain such program until such time as it is no longer required by law or regulation.

III. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

A. SEGREGATED FACILITIES, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employees custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

B. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

C. This clause shall be included in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
EXHIBIT B
TO THE SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC. (SHAW)
CONSULTING AND SERVICE AGREEMENT

Additional Provisions Applicable to Electronic and Purchasing Card Transactions

1.0 DEFINITIONS:

1.1 Electronic Transaction - Any transaction between Consultant and SHAW, which is completed through an email, fax, web application, phone or Internet.

1.2 Electronic Signature - an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person (or entity) with the authority and intent to sign the record.

1.3 Purchasing Card Transaction - The use of an authorized GE Master Card charge card by an SHAW employee to obtain materials or supplies for the benefit of SHAW.

1.4 SHAW Electronic Signature - A signature transmitted electronically of the individual Buyer or Authorized Agent who is duly authorized to so act on a Purchase Order, other Contract or Subcontract document originating from an SHAW source system, computer, web, fax, or server. Said Signature shall be in a secure format that is password protected.

2.0 USE OF ELECTRONIC TRANSACTIONS

2.1 The parties agree that certain business conducted between the parties may be via an Electronic Transaction. In those circumstances, the SHAW Consulting and Service Agreement terms and conditions shall apply to each such transaction, including but not limited to electronically transmitted purchase orders, contracts, agreements, subcontracts or authorized Purchasing Card Transactions.

2.2 The parties agree to be bound by the contracts, purchase orders, agreements, or subcontracts with the transmission of an Electronic Signature and such signature shall attest to the validity of the documents so executed. SHAW’s Electronic Signature shall be in accordance with the definition and format as described in 1.4 above. CONTRACTOR’s Electronic Signature need only meet the requirements of the definition of 1.2 above, unless otherwise provided herein.

IN WITNESS WHEREOF, CONSULTANT and SHAW agree to the foregoing and have caused these Addendums to be executed by their respective duly authorized representatives as of the date set forth below.

Shaw Environmental & Infrastructure, Inc. (SHAW)

By: ____________________________  By: ____________________________
Name: __________________________ Name: __________________________
Title: ____________________________ Title: ____________________________
Date: ____________________________ Date: ____________________________
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and LCF Engineering, a New Jersey corporation having an office at 182 South Street, Freehold, New Jersey (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the "Client"), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the "Project"); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw's proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

ARTICLE I - PROPOSAL PREPARATION FOR CONTRACT AWARD

1.1 Team Member shall: (i) provide appropriate personnel and use its best efforts to prepare and submit to Shaw such data as are required for use in preparation of that part of the proposal to be submitted to Client and, (ii) shall provide all other reasonable assistance to Shaw in preparation of the proposal.

1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw’s proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member's responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member's rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client's direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

(a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member's technical approach and Shaw's proposal; and

(b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member's scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client's RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exists:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement (i) it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including
Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either expressly, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member’s responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.

Page 6 of 9
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: Nevin Shanobrook
Name: Nevin Shanobrook
Title: Sr. Subcontracts Admin
Date: 5-8-13

LCF Engineering

By: [Signature]
Name: Chandra Franklin Womack
Title: Partner
Date: 05/08/2013
Scope of work – site specific engineered house plans, soil tests, if needed, surveys, elevation certificate

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: [Signature]
Name: Kevin Shonahround
Title: Sr. Subcontracts Admin.
Date: 5-8-13

LCF Engineering

By: [Signature]
Name: Chandra Franklin Womack
Title: Partner
Date: 05/08/2013
ATTACHMENT B

Shaw’s Standard Consulting and Services Agreement

Separate Attachment
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and Lippincott Jacobs Consulting, a New Jersey corporation having an office at 1 N. Pavilion Avenue, Riverside, New Jersey (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the "Client"), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the "Project"); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw's proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THERETOREORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

ARTICLE I - PROPOSAL PREPARATION FOR CONTRACT AWARD

1.1 Team Member shall: (i) provide appropriate personnel and use its best efforts to prepare and submit to Shaw such data as are required for use in preparation of that part of the proposal to be submitted to Client and, (ii) shall provide all other reasonable assistance to Shaw in preparation of the proposal.

1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw's proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member's responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member's rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client’s direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

(a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member’s technical approach and Shaw's proposal; and

(b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member’s scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client’s RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exists:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement (i) it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including
Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either express, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member’s responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinafore written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: Nevin Shenabrook
Name: Nevin Shenabrook
Title: Sr. Subcontracts Admin.
Date: 5-7-13

Lippincott Jacobs Consulting

By: [Signature]
Name: George D. Timchal
Title: President
Date: May 7, 2013
Scope of work –

- **Engineering** – Estimate approximately 2,000 homes. Provide labor, equipment, and materials to provide engineering services for site-specific house plans (plans provided by an Architect) across 9 Counties in the State of New Jersey. The plans shall include structural specifications for foundation and hurricane requirements. The foundation plans may be on-grade or elevated. The homes shall be in compliance with IRC 2009 standards and all applicable federal, state, local code requirements. The plans shall be certified by a professional engineer registered in the State of New Jersey.

- **Surveying** – Estimate approximately 2,000 homes located across 9 Counties in the State of New Jersey. Provide initial boundary survey and elevation certificates certified by a professional surveyor registered in the State of New Jersey.

- **Estimating and Compliance Monitor Subcontractor** – Prepare an estimated cost to repair (ECR) an applicants storm damaged home to the appropriate code standard and CDBG-DR requirement. Estimate approximately 2,000 homes located across 9 Counties in the State of New Jersey. Subcontractor shall perform a minimum of 4 home inspections per day, complete checklist, photos, estimate (upload to shared server)

---

**SHAW ENVIRONMENTAL & INFRASTRUCTURE**

By:  
Name:  
Title:  
Date:  

**Lippincott Jacobs Consulting**

By:  
Name:  
Title:  
Date:  

Page 8 of 9
ATTACHMENT B

Shaw's Standard Consulting and Services Agreement

Separate Attachment
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and Lucas Disaster Recovery Consulting, LLC, a Texas corporation having an office at 414 Yellow Road, New Braunfels, Texas (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the "Client"), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the "Project"); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw's proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

ARTICLE I - PROPOSAL PREPARATION FOR CONTRACT AWARD

1.1 Team Member shall: (i) provide appropriate personnel and use its best efforts to prepare and submit to Shaw such data as are required for use in preparation of that part of the proposal to be submitted to Client and, (ii) shall provide all other reasonable assistance to Shaw in preparation of the proposal.

1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw's proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member’s responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member’s rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client’s direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

(a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member’s technical approach and Shaw’s proposal; and

(b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member’s scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client’s RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources,
including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement (i) it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either expressly, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member’s responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By:  Nevin Shanabrook  
Name: Nevin Shanabrook  
Title: Sr. Subcontracts Admin.  
Date: 5-7-13

Lucas Disaster Recovery Consulting, LLC

By:  [Signature]  
Name: Shane Lucas  
Title: Principal  
Date: May 7, 2013
Scope of work – data management

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: Nevin Shanabrook
Name: Nevin Shanabrook
Title: Sr. Subcontracts Ad.
Date: 5-7-13

Lucas Disaster Recovery Consulting, LLC

By: 
Name: Shane Lucas
Title: Principal
Date: May 7, 2013
ATTACHMENT B

Shaw's Standard Consulting and Services Agreement

Separate Attachment
TEAMING AGREEMENT

THIS AGREEMENT made this 6th day of May, 2013 between Shaw Environmental & Infrastructure, a Louisiana corporation, having an office at 4171 Essen Lane, Baton Rouge, Louisiana (hereinafter called “Shaw” or “Team Leader”) and McCabe Environmental Services, LLC, a New Jersey corporation having an office at 464 Valley Brook Avenue, Lyndhurst, New Jersey (hereinafter called “Team Member”).

WHEREAS, the New Jersey Department of Community Affairs (hereinafter the "Client"), has issued a Request for Proposal No. RFQ775040S (hereinafter the “RFP”) for Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program (hereinafter the "Project"); and

WHEREAS, each of the parties hereto having carefully assessed the capabilities and interests of each other, have concluded that they should establish an arrangement whereby the likelihood of a contract award on the Project to the Parties would be enhanced; and

WHEREAS, none of the Parties shall respond to the solicitation independently unless mutually agreed by the Parties of this Agreement; and

WHEREAS, Shaw intends to identify Team Member as a team subcontractor in Shaw's proposal provided the inclusion of Team Member keeps Shaw within the competitive range as determined solely by Shaw.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth the Parties hereto do agree as follows:

ARTICLE I - PROPOSAL PREPARATION FOR CONTRACT AWARD

1.1 Team Member shall: (i) provide appropriate personnel and use its best efforts to prepare and submit to Shaw such data as are required for use in preparation of that part of the proposal to be submitted to Client and, (ii) shall provide all other reasonable assistance to Shaw in preparation of the proposal.

1.2 Shaw shall prepare the proposal, integrate the data provided by Team Member, and submit the proposal to the Client. The ultimate responsibility for proposal content shall be on Shaw; Shaw shall consult with Team Member, however, on decisions affecting data of Team Member.

1.3 Subsequent to submittal of the proposal, the Parties shall perform such effort as appears reasonable to obtain the anticipated contract, including, but not limited to, any oral presentation of capabilities or otherwise to the Client.

1.4 Each Party shall be responsible for their own cost incurred in the preparation of their respective proposals.
1.5 Team Member shall provide Shaw a competitive proposal(s), and as part of its cost / price proposal, as required by the Client’s RFP, or other format mutually acceptable to the Parties. The cost/price proposal will be supplied with sufficient data to permit Shaw and the Client to evaluate the data. The information required from Team Member shall be consistent with that required by the Client.

1.6 Team Member will assure availability of management and technical personnel, within reason, to assist Shaw in any discussions and negotiations with the government directed toward obtaining the award of a contract as requested to do so by Shaw.

1.7. Since a competitive proposal will require the full cooperation of the Parties, both Parties agree that they will not actively participate in efforts that are competitive to this Teaming Agreement for the Project, nor compete independently for the Project identified during the duration of this Agreement. The term “active participation” as used herein, includes the interchange of technical data with competitors, provided, however, that the foregoing does not limit or restrict the rights of the Parties from offering to sell or selling to others, their standard commercial products or related services.

ARTICLE II - RELATIONSHIP OF THE PARTIES

2.1 The Parties shall act as independent agents, and neither Party shall act as an agent for or partner of the other Party, for any purpose whatsoever, and employees of one shall not be deemed the employees of the other.

2.2 If, during the period of this Agreement, a contract is awarded to Shaw as a result of the proposal submitted by Shaw, Shaw will, to the extent permitted by Client rules, regulations, applicable law, and any terms of the RFP, enter into a subcontract with Team Member, subject to successfully negotiating same, wherein Shaw will make every reasonable effort to subcontract to Team Member that portion of the work as identified in Shaw’s proposal to be performed by Team Member all in accordance with the schedule and technical specifications, if any, and subject to agreement on prices, terms and conditions and subject to the stipulation that such an Agreement be reached within a reasonable period of time. The terms and conditions of the subcontract shall include Shaw’s standard Consulting & Services Agreement (Attachment B), those terms and conditions which Shaw is required by the Client to include in its subcontract, such terms and conditions as necessary to make the subcontract compatible with the prime contract (e.g., changes, terminations), and such other provisions as Parties may agree. It is agreed that such terms and conditions will not conflict with Client rules, regulations, or applicable law.
2.3 It is understood that Shaw may be directed by the Client to place the work contemplated by Team Member's responsibility to another source, or to direct that such work be bid on a competitive basis. However, in such case, Shaw in consultation and cooperation with Client shall make a reasonable best effort to determine the cause for Team Member's rejection and to convince the applicable Client representative to consent to placing the subcontract(s) with Team Member. If such efforts are unsuccessful, Shaw shall comply with the Client's direction and advise Team Member, in writing, however, if the work is to be bid on a competitive basis, Team Member shall have an opportunity to bid.

2.4 In the event Shaw is awarded this contract, it shall be understood between the parties, that their obligation to continue as a Team Member shall continue until completion of the contract. As such, Team Member shall be obligated to use its best efforts to bid and perform in certain aspects of the work in accordance with this agreement.

ARTICLE III - PERFORMANCE

3.1 The Parties shall, in good faith, negotiate an Agreement based on the scope of the work outlined in Attachment A and as defined in the proposal submitted to Client, provided that:

(a) Shaw is awarded a prime contract and delivery order which includes the scope of work identified in Team Member's technical approach and Shaw's proposal; and

(b) Client approves of such Agreement.

3.2 The Agreement shall include, among other appropriate provisions, those provisions of the prime contract which by its terms are expressly required to be included therein.

3.3 The Agreement shall be negotiated at the prices identified in Shaw's proposal, which prices were developed by Team Member.

3.4 The resultant subcontract shall require that Team Member be responsible for compliance with all applicable laws and regulations to include, but not be limited to, labor laws such as Davis-Bacon Act, Service Contract Act, Fair Labor Standards Act and any state prevailing wage requirements, where applicable.

3.5 It is expressly understood that Shaw reserves the right to make reasonable changes in Team Member's scope of work to comply with the resultant contract and delivery order requirements as interpreted by Shaw and in such event, Team Member reserves the right to make changes in its quoted prices and deliveries.
ARTICLE IV - COST

4.1 Except for those costs previously addressed, any and all costs, expenses, or liability to either Shaw or Team Member, caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable or obligated to the other for any such costs, expense, or liability, except to the extent such costs, expense, or liabilities are reimbursed, paid, or provided for under a subcontract, if any, entered into between the Parties.

ARTICLE V - PROPRIETARY INFORMATION

5.1 The Parties anticipate that under this Agreement it may be necessary for either to transfer to the other information of a private business, confidential, technical or proprietary nature (the "proprietary information" or "the information"). Proprietary information shall be clearly identified by the disclosing Party at the time of disclosure.

5.2 Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract efforts identified in Articles I, II and III hereof.

5.3 The Parties hereto shall not make any reproductions, disclosure, or use of such proprietary information except as follows:

(a) Such data furnished by the Parties may be used by any Party in performing its obligations under this Agreement.

(b) Such data furnished by any Party may be used by any Party in performing its obligations under this Agreement and may be included in the proposal to be submitted to Client, with appropriate restrictive legends as are permitted by Client's RFP and regulations and to the extent that the parties specifically request.

(c) Such data may also be used in accordance with any written authorization received from the disclosing Party.

5.4 The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and no Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exists:

(a) If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or was lawfully known to the Party receiving it, or has been lawfully received from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement.

(b) If, subsequent to the receipt thereof under this Agreement (i) it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, including
Client, without restriction, or (ii) it has been lawfully obtained by the Party receiving it from other sources, including Client, provided such other source did not receive it due to a breach of this Agreement, or (iii) if such information otherwise comes within the public knowledge or becomes generally known to the public.

(c) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the Party furnishing the proprietary information hereunder, then, after the issuance of said patent, the limitations on such proprietary information as disclosed in the patent shall be only that afforded by the United States Patent Laws.

(d) If required to provide by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other Party and afford it an opportunity to resist such process.

5.5 Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by any Party shall be construed as granting to any other Party either expressly, by implication, estoppel, or otherwise any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by the Party furnishing same.

5.6 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article V shall continue for a period of five (5) years from the date of this Agreement.

5.7 Each of the Parties shall identify a person responsible for receipt of data subject to this Article.

ARTICLE VI - RIGHTS IN INVENTIONS

Inventions shall remain the property of the originating Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiations between them. In this regard, it is agreed that the Parties may be required to, and shall, grant license or other rights to the Client to inventions, data, and information under provisions which may be contained in the prime contract contemplated by this Agreement; provided, however, such license or other rights shall not exceed those required by said prime contract.
ARTICLE VII - TERMINATION OF AGREEMENT

Except as otherwise expressly provided in Article V, Proprietary Information of this Agreement, and unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

(a) Official response from Client that the proposal will not be awarded to Shaw as a prime contractor for the project.

(b) Official announcement from Client of the award of a prime contract or contracts for the project to a bidder or bidders other than Shaw.

(c) Client cancellation of the RFP.

(d) Mutual agreement of the Parties to terminate.

(e) A material breach of the provisions of this Agreement by either Party.

(f) The petition of one of the parties for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.

(g) Official announcement that an award will not be made.

(h) The Client’s disapproval of the selection of the Team Member, or direction to select someone other than the Team Member as subcontractors for the work identified as that portion of Team Member’s responsibility in the proposal.

(i) Execution by the parties of a subcontract pursuant to this Agreement.

ARTICLE VIII – INDEMNIFICATION AND WAIVER

8.1 Each Party to this Agreement, agrees to defend, indemnify, and hold harmless the other Party from and against any and all liabilities to the extent arising from the indemnifying Party’s negligent performance or services. Each Party further agrees to defend, indemnify, and hold harmless the other Party, from and against any and all liabilities to the extent arising from the submission of any false statements or certifications submitted by such indemnifying Party pursuant to applicable governmental regulations, or otherwise provided by it in connection with the proposal, contract or delivery order.

8.2 Notwithstanding anything to the contrary contained herein or by applicable law, in no event shall either Party be liable to the other for indirect, special or consequential damages including but not limited to loss of profit, loss of revenue or loss of opportunity.
ARTICLE IX - COMMITMENTS

Nothing in this Agreement shall grant to either Shaw or Team Member the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

ARTICLE X - PUBLICITY

Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain prior approval of the other Party.

ARTICLE XI - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as otherwise provided herein.

ARTICLE XII - ENTIRE AGREEMENT

The foregoing Articles contain the entire Agreement between the Parties which supersedes any prior oral or written agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement. Any modification or change made subsequent hereto shall not be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: [Signature] Name: [Name] Title: [Title] Date: [Date]

McCabe Environmental Services, LLC

By: [Signature] Name: [Name] Title: [Title] Date: [Date]
Scope of work – lead paint and asbestos assessments

SHAW ENVIRONMENTAL & INFRASTRUCTURE

By: Kevin Shanabrook
Name: Kevin Shanabrook
Title: Sr. Subcontracts Admin.
Date: 5/6/13

McCabe Environmental Services, LLC

By: Ellen McCabe
Name: Ellen McCabe
Title: Managing Member
Date: 5/6/13
ATTACHMENT B

Shaw’s Standard Consulting and Services Agreement

Separate Attachment
Emergency Response, Recovery, and Reconstruction Services

Qualifications & Capabilities
CB&I Acquisition of Shaw

In February 2013, CB&I acquired The Shaw Group Inc. As a result, we now have a combined global work force of approximately 50,000 employees and a much larger pool of skilled engineers, craftsmen and professionals to deliver a world of solutions.
CB&I is a leading global provider of emergency response and disaster recovery services for clients around the world. We have the corporate resources and equipment to immediately respond to any crisis. We have built and operated facilities providing shelter, food and other services to thousands of individuals per day in simultaneous locations. We also have provided restoration and recovery services for utilities, power, and infrastructure as well as debris removal across hundreds of square miles.

Our experience spans some of the largest and most recognized disasters in recent history:

**Sumatra Earthquake and Indian Ocean Tsunami**
- Mobilized team to Indonesia for 6 months to assess impacts of event and assist in identifying and developing infrastructure projects to support relief efforts
- Assisted Public Officials with reconstruction planning efforts, providing pro-bono conceptual level design assistance as needed

**Northridge, California Earthquake**
- Provided 120 technicians to contain and remove over 200 spills (chemical, radioactive, and biological)
- Collected and disposed of hazardous waste
- Contained and remediated chemical and petroleum related spills from hundreds of businesses

**Hurricane Katrina**
- Mobilized 3,000 people in 2 days in multiple locations in New Orleans and Houston
- Constructed 59 group housing sites to provide shelter to more than 20,000 families
- Cleared waterways of debris and 423 vessels
- Unwatered New Orleans in 17 days—2 months ahead of schedule
- Brought Air Products natural gas facility back online
- Design-build of $1B hurricane protection infrastructure including flood walls and levees
- Installed 4,500 ft of water/sewer lines; installed electrical systems and power lines; constructed 3,550 ft of asphalt roads; designed and built two 3,000-gpm wastewater treatment plants

**Hurricane Gustav**
- Monitoring the removal of more than 13,000 hazardous trees
- Mobilized approximately 300 debris monitors within 2 weeks
- 2.2 million cubic yards of debris monitored

**Hurricane Ike**
- Mobilized 100 workers
- Removed 12 billion gallons of floodwater the equivalent of 18,000 Olympic swimming pools
- 350,000 meals supplied within first 10 days of operation
- Installed 924 temporary homes
- Provided 46 prefabricated and engineered temporary housing units for Canadian Embassy
- Within 3 days, dispatched advance team to complete a preliminary assessment of island and site conditions
- Entire site infrastructure system (sewer, potable water, electricity, communications, and data lines) constructed and installed

**Hurricane Sandy**
- Program Management Consultant to New York City for FEMA pilot Sheltering and Temporary Essential Power (STEP) program
- Quickly mobilized 250 disaster response professionals and 200 subcontractors
- Program restored essential services to more than 20,000 residences in four months
- More than 200 residences repaired a day at program’s peak

**BP Oil Spill Response**
- Moved 20 million cubic yards of material in approximately 6 months
- Constructed over 15 miles of barrier berm

**Haiti Earthquake**
- Provided 46 prefabricated and engineered temporary housing units for Canadian Embassy
- Within 3 days, dispatched advance team to complete a preliminary assessment of island and site conditions
- Entire site infrastructure system (sewer, potable water, electricity, communications, and data lines) constructed and installed

**Joplin – Missouri Tornado**
- Construction of group sites and commercial park expansions with installation of 800 manufactured housing units
- Installed 20 per day

**Emergency Response Qualifications**
- 50,000 people worldwide
- 24/7 on-call emergency response services
- $1 B in hurricane response work for Hurricane Katrina
- $2 B per year of equipment and materials moved worldwide
- Responded to 14,000 time-sensitive projects in 15 years
- Provided 3.5 million meals after Hurricane Ike
- Removed debris and rebuilt infrastructure following hurricanes Katrina, Rita, Wilma, Gustav, Ike and Sandy
- Mobilized 600 workers and 250 pumps to New Orleans, completing unwatering two months ahead of schedule following Hurricane Katrina

CB&I is a leading global provider of emergency response, recovery, and reconstruction services.
What CB&I Offers

CB&I has highly qualified program managers and technical experts ready to assist clients recovering from natural and man-made disasters. We have performed more than 10,000 emergency projects since 1994 for U.S. companies and government agencies. Our emergency response professionals offer decades of expertise in the following areas:

Mass Care
Turnkey mass care services including:
- Design/build, operations and facilities maintenance
- Mass feeding
- Shelter
- Temporary housing (from siting to operations)
- Utilities
- Logistics

Infrastructure
Water/Waste water/Sanitary
Turnkey services including damage assessments, restoration, engineering, temporary repairs and new construction for:
- Water treatment and distribution systems
- Wastewater treatment and distribution systems
- Sanitary treatment and distribution systems
- Portable water purification systems
- Erosion and sediment control
- System rehabilitation

Power/Energy
Turnkey power plant and energy services for all energy types including fossil, nuclear and hydroelectric:
- Damage assessments
- Repair and recovery
- Engineering, procurement and construction (EPC)
- Engineering and design
- New facility construction
- Refurbishment/modifications of existing facilities
- Operations and maintenance

Transportation
Transportation services including damage assessments, debris removal, engineering, restoration, temporary repairs and new construction for:
- Ports and harbors including terminals, intermodal and navigation systems
- Bridges, roads and highways

Power Capabilities
CB&I is an industry leader in fossil, nuclear and renewable power, offering safe, efficient and clean energy solutions that benefit our clients and communities around the world. We draw on a rich heritage of designing, building and maintaining utilities and achieve vertical integration through our pipe, steel and ductwork fabrication capabilities, making us unique in the power industry.

- Airports and related facilities including runways, taxiways, aprons, terminals and concourses
- Mass transit and related facilities

Coastal
Our coastal restoration and management services include:
- Rapid response assessments
- Coastal and erosion control structures
- Beach nourishment
- Inlet and navigation studies
- Numerical modeling
- Coastal geology
- Surveying and mapping

Environmental
CB&I is a leader in emergency response mobilization and treatment techniques due in part to the successful completion of thousands of environmental projects. Using fully mobile equipment and technologies, we offer environmental emergency response and support services including:
- Facility decontamination and decommissioning
- Chemical, biochemical, nuclear and radioactive remediation
- Soil, sludge and sediment remediation
- Groundwater remediation
- Water and wastewater treatment
- Air, water, and soil sampling and monitoring
- High-hazard material transportation and disposal
- Waste and debris management and removal

Our experience responding to time-critical natural disasters includes:
- Chemical/oil spills
- Fixed-facility process upsets, fires, chemical/hazardous waste releases and explosions
- Pipeline and storage tank ruptures and failures
- Transportation accidents
Mass Care Qualifications and Experience

CB&I understands the complexity of providing mass care support, including the need to house diverse populations in a limited space and provide basic services. Guests may have special needs; therefore, a rapid assessment of medical and other special needs is essential to assure the safety of vulnerable guests as well as the general shelter population. The need for social services can be easily overlooked. These vary based on demographics and include travel assistance, children’s programs, and access to religious services. Our staff have experience addressing major risk factors such as the control of diseases.

Shelters and Feeding

CB&I has the proven capability to deliver large-scale feeding and housing operations in mass care situations. For decades, we have developed, refined and continuously improved our emergency response plans and procedures for providing these services. We have extensive working relationships with vendors, immediate reach-back to our offices around the world, and knowledge of operational requirements, allowing us to rapidly mobilize staff and initiate services, including the following:

- Identifying shelter facilities
- Procuring, modifying and placing shelters and associated infrastructure, including containerized housing
- Setting up, managing, staffing, operating and closing shelter facilities
- Providing transition and integration services
- Performing logistics and tracking of supplies, materials and equipment
- Managing/operating congregate care/other mass care facilities
- Providing feeding services for shelter occupants and disaster affected populations
- Distributing emergency supplies
- Providing emergency first aid
- Providing mass evacuation support
- Providing sanitation, recreational and medical facilities, resident tracking and security
- Coordinating with local government and relief agencies

Containerized Housing Capabilities

Quickly mobilizing secure facilities is critical to effective response and relief efforts. With global manufacturing resources and our emergency response experience, CB&I can efficiently design, build, transport and install containerized housing and office facilities that provide safe, functional accommodations for people left homeless by man-made and natural disasters.

Our capabilities include:

- Complete development of containerized housing unit (CHU) villages
- Temporary housing, feeding, hygiene and office units
- Temporary/permanent utilities, including potable water, electricity, communications and wastewater
- Life support including feeding, hygiene and medical services
- Rapid mobilization
- Managing/operating congregate care/other mass care facilities
- Providing feeding services for shelter occupants and disaster affected populations
- Distributing emergency supplies
- Providing emergency first aid
- Providing mass evacuation support
- Providing sanitation, recreational and medical facilities, resident tracking and security
- Coordinating with local government and relief agencies

FEMA IA-TAC III: Site Assessments and Temporary Housing, Joplin, Mo.
Tornado Emergency Response

- Helped identify alternative housing solutions as part of the mission planning team (FEMA, USACE, city and state officials)
- Mobilized more than 400 CB&I field staff within 48 hours of disaster
- Performed 170 site inspections of commercial parks to determine usability for temporary housing, within four days
- Designed and constructed two mobile home parks of over 150 units, including site leveling and structure blocking, anchoring, and skirting within 24 hours of site designation

CB&I performed 170 site inspections and installed approximately 450 mobile homes to house displaced residents in Joplin, Mo.
Mass Care Qualifications and Experience

**FEMA IA-TAC II: Hurricane Ike Mass Care Feeding Program Support**
- Developed the Mass Care Feeding and Tracking Tool (MCFATT) to support a Mass Care Feeding program following Hurricane Ike
- Provided more than 3.5 million meals at 30 feeding kitchens
- MCFATT has been distributed to all FEMA regions in support of the Mass Care Feeding Program

**FEMA IA-TAC I: Hurricanes Katrina and Rita Shelter Facility Operations**
- Opened nine Disaster Recovery Centers and processed 184,172 disaster applications in 20 days
- Constructed 17 Mobile Disaster Recovery Centers in Texas and Florida equipped with satellite phones and satellite-based computers that each processed more than 52,000 applicants
- Provided management, operations, and security of first-ever contractor-operated shelter facility at Kelly Air Force Base, Texas
- Health Services Support: medical aid, pharmaceutical services, mental health services, and emergency medical services by licensed medical professionals

**FEMA IA-TAC I: Groom Road Group Housing Site Facility Management**
- Designed and constructed a group housing site that included 573 units, one of the largest in FEMA history, in 18 days
- Trained more than 170 workers to effectively process applicants within 48 hours of notice to proceed
- Placed 1,642 residents within the first seven days of operation

**Canadian Embassy Emergency Diplomatic Housing, Port-au-Prince, Haiti**
- Turnkey transportation and installation of 46 steel-frame prefabricated CHUs
- CHUs designed and constructed to withstand both a Category 5 hurricane and an 8.0 seismic event
- Project included site preparation, design, engineering, and utility and foundation construction
- Installed temporary utilities including sewer, potable water, electricity, communications and data lines
Infrastructure Qualifications and Experience

CB&I has provided more than $5 billion in engineering and construction services worldwide in the past five years—more than $1.6 billion of which was time sensitive. Our infrastructure work includes assessment, evaluation, repair, restoration and new construction for roads, bridges, water and wastewater systems, electric stations and distribution lines, and ports and harbors. Our infrastructure repair and construction projects include:

- Providing power hook-ups for temporary housing at 12,000 residences
- Clearing navigational waterways and recovering 417 vessels
- Responding within hours to fix breached levees, bringing 29 pump stations back online, and unwatering the city of New Orleans
- Restoring Targa gas production plant to meet operations goals
- Designing/constructing 59 group housing sites (3,745 units) in seven months (each site averaged 21 days)
- Converting two, three-story buildings to apartments for 1,000 evacuees in less than 30 days

### Repair of Stennis Complex, Hancock County, Miss.

- Restored electric power, replaced dozens of fallen poles, and reinstalled 20 miles of distribution line by rehanging and, in some cases, reinsulating the lines
- Renovated office space
- Established a 50-unit trailer complex
- Surveyed 100 buildings for mold and remediated mold contamination

### Inspection of City-owned Buildings, New Orleans, La.

- Performed approximately 100,000 building inspections in a six-week period using 30 two-person teams
- Provided emergency protective measures and stabilization of city-owned buildings
- Inspected more than 15,000 acres and identified more than 1,000 hazards

### Camp Lemonier Infrastructure Improvements, Djibouti, Africa

- Designed infrastructure improvements including protective base walls, emergency power, uninterruptible power supplies, electrical distribution system and new water mains
- Designed a sewer main and three lift stations, and provided engineering evaluation and design of fire protection system improvements
- Specialized shipping of the materials including electrical wire, lift stations, piping, valves and parts from the U.S. to the project location
- Constructed a pre-fabricated CHU contractor camp in less than 10 weeks
Infrastructure Qualifications and Experience

Restoration of Alon Refinery, Big Spring, Texas

- Rebuilt process units damaged in an explosion at Alon’s 70,000 barrel/day refinery
- Mobilized and managed a crew of approximately 350 employees working in two 12-hour shifts, seven days per week
- Provided engineering, procurement and construction services to rebuild storage tank area, cooling towers and pipe rack
- Provided demolition, concrete foundation work, pipe/steel fabrication and pipe/steel installation
- Project worked 250,000 hours without a lost-time incident within a three-month period

Fire Rebuild of Huntsman Chemical Facility, Port Arthur, Texas

- Provided cleanup, assessment, engineering and restoration of the ethylene production facility damaged by an explosion and subsequent fire
- Managed a crew of 1,500 supervisory and craft personnel working 24/7 to restore the facility
- Replaced 28,000 feet of fire-damaged piping within a three-month period

Construction of Runways, Apron and Helicopter Maintenance Facility, Afghanistan

- Designed and constructed primary facilities, including two helicopter maintenance hangars; a helicopter wash rack with containment area and oil/water separator; a training center that includes two 25-person classrooms and one 50-person classroom, a simulator room, latrines and a conference room
- Erected onsite asphalt and concrete batching plants; constructed taxiways to the airfield; security fencing; concrete walks adjacent to all buildings; a fuel storage area that includes truck parking and a containment area
- Constructed utilities infrastructure including site power generation, water wells, water storage, water distribution, sewage collection system, holding tanks, and communications
Environmental Qualifications and Experience

CB&I has a reputation for providing immediate response and safe execution of environmental emergency response projects. Our staff have responded to thousands of emergency scenarios involving transportation accidents, facility disasters, refinery spills and releases, and train derailments associated with natural disasters such as hurricanes, floods, earthquakes and tsunamis.

Contaminants handled include oil, petroleum products, toxic substances and extremely hazardous materials such as radioactive contaminants and biological/chemical products. CB&I was one of the first radioactive waste management firms capable of providing comprehensive technical services necessary for handling high-hazard materials. Our personnel respond to hundreds of emergencies each year. Many of these projects endanger public health and safety as well as the environment on an immediate and real-time basis, and necessitate a depth of expertise and experience not available from other emergency response contractors.

After containment, cleanup, and/or transfer activities, CB&I has the capabilities to remediate sites in accordance with applicable regulations. Our staff have the working knowledge to evaluate the need for further actions that involve remediation beyond initial containment. Our experience ranges from site investigations to complex site closures. Our industry-leading technical innovations include the ability to design and deliver solutions to complex emergency response situations. Our unmatched level of hands-on, field-proven emergency response experience make us a preferred provider of comprehensive environmental services.

Natural disasters leave behind debris such as construction materials, damaged buildings, sediments, green waste and personal property. This debris obstructs roads and disables electrical power and communication systems, which impacts other emergency response activities and rebuilding efforts. CB&I has extensive experience in removal as well as managing operations at transportation, storage and disposal sites.

Safety Comes First

CB&I develops and tailors comprehensive site-specific health and safety response plans for natural and man-made disasters. The plans detail the chemical, physical and environmental hazards. They also identify the steps to protect the responders, clients and public through the use of engineering controls, administrative procedures and personal protective equipment. The plans range from generic formats available for relatively straightforward responses to extremely complex and integrated plans encompassing outside emergency response organizations.

U.S. Coast Guard, Vessel and Debris Removal, Coastal Louisiana

- CB&I managed the removal of wrecked vessels and associated debris from the waterways and channels in Jefferson, St. Tammany, St. Bernard, Orleans, Vermillion, La Fourche Terrebonne and Plaquemines parishes
- Hurricane Katrina left thousands of vessels, ranging from small recreational boats to larger commercial ships, stranded or wrecked in the waterways and on the shores around New Orleans and surrounding parishes
- CB&I recovered 417 vessels, including 46 vessels on or near levees, which allowed the USACE to continue critical levee repairs
- Approximately 18,800 cubic yards of various debris and over 300,000 gallons of oil and water were recovered and transported to appropriate disposal facilities
Procurement and Logistics

As an international emergency response contractor with decades of experience, CB&I has established procedures, roles and responsibilities that ensure all procurement and logistics actions reliably support project execution. This includes U.S. government-approved procurement and property tracking systems, agreements with more than 100 vendors for commonly used goods and services without a time-consuming competitive bidding process, and trained professional staff to manage the complex international logistics function.

Dedicated Logistics Managers

Our in-house logistics function ensures the safe, expeditious and cost-effective delivery of supplies to contract-specified destinations. A logistics manager is designated and responsible for the staffing and training of logistics personnel assigned to each project. This manager will:

• Provide assistance concerning carrier selection (including the use of U.S. flag carriers, model determinations, routings and rate applications)
• Ensure marking, packing and documentation compliance
• Audit performance metrics, including review of carrier performance
• Present transportation and delivery options designed to improve the schedule, which may include air freight or exclusive use of vehicle conveyance arrangements
• Provide the project with options and alternatives regarding forward deployment of supplies and recommendations concerning distribution of these materials to maximize operational efficiency

Remote and Austere Locations

Some of CB&I’s job sites are at the most advanced (front-line) or secure military installations (such as in Southwest Asia, the Korean peninsula, Diego Garcia, Wake Island, Kwajalein Atoll and Ascension Island), requiring flexibility in planning and executing project work. Mobilizations to and from these facilities require extensive logistics planning and strong management skills to minimize cost escalation associated with delays. The table above presents considerations taken during the planning stages to overcome these challenges. Our procurement and cost control systems ensure timely acquisition and accurate cost accounting of supplies and services. We maintain and ship tailored “job boxes” containing the tools and equipment our crews need to be totally self-sufficient at remote, austere, or hostile locations. We use experienced site managers capable of acting independently within our authority framework.

Communication and Language

Worldwide project execution requires the ability to communicate in-country and across multiple time zones. CB&I’s global offices and site managers are equipped with modern, robust communications systems for efficient communication. In addition, we employ in-country personnel who are fluent in both English and host-country languages to prevent potential cultural or language barriers and facilitate communication with subcontractors and suppliers.

<table>
<thead>
<tr>
<th>Key Concerns</th>
<th>Approach/Solutions</th>
</tr>
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<tbody>
<tr>
<td>Mode of Transportation</td>
<td>Conduct pre-mobilization site visit; detailed and contingency planning for air carriers, charter and barge.</td>
</tr>
<tr>
<td>Accommodations</td>
<td>Arrange in advance. If in remote areas, use camp facilities.</td>
</tr>
<tr>
<td>Utilities</td>
<td>Provide generators, water, fuel and storage.</td>
</tr>
<tr>
<td>Size and Type of Equipment</td>
<td>Deploy equipment that is matched to site conditions (e.g., portable drill rigs, ATVs).</td>
</tr>
<tr>
<td>Availability of Supplies</td>
<td>Source supplies and material early, maintain inventory. Plan long lead items and integration of multimodal transport to remote sites.</td>
</tr>
<tr>
<td>Site Access</td>
<td>Design logistics around site accessibility.</td>
</tr>
<tr>
<td>Disposal of Wastes</td>
<td>Evaluate offsite disposal vs. onsite treatment. Arrange for offsite disposal.</td>
</tr>
<tr>
<td>Medical Emergencies</td>
<td>Develop emergency evacuation plan; provide personal locator beacon on site to notify rescue personnel.</td>
</tr>
<tr>
<td>Communication</td>
<td>Satellite phone system with backup.</td>
</tr>
</tbody>
</table>

Transmission Line Reconstruction, Iraq

• Fast-track, design-build project to reconstruct a 66-km power line and restore electricity
• Designed and constructed electrical systems, repairing or replacing 105 towers
• Mobilized within one day of NTP, expedited procurement
• Severe conditions with dust storm winds of 65 mph and temperatures to 150°F
Procurement and Logistics

Onsite Project Offices

When appropriate, CB&I establishes onsite project offices staffed to meet the daily needs of the project while supplementing the staff with local resources. A long-term, onsite presence facilitates the integration of in-house and subcontracted resources, minimizing cost and enhancing local site knowledge and continuity. For example, we have transferred a full staff of emergency response, construction and support personnel to Guam to support the U.S. Air Force.

Transit Time and Customs Clearance

Overseas mobilizations require extensive planning to minimize cost escalation due to delays. All material and equipment must be processed through host-country customs agencies in a timely manner, with no impact to production schedules. We have extensive experience with shipping channels both by air and ground.

During the design and construction of the Joint Aviation Facility in Kabul, Afghanistan, CB&I established agreements with DHL/DANZAS/TAQ to access their global logistics network for deliveries to Kabul International Airport via their fleet of cargo jets. We provided security services for supplies and equipment to avoid damage and pilferage, and traffic and safety signage in four native languages as well as in English. We established relations with local entities to set up camps for a peak workforce of about 200 and provided water and food to all workers.

Infrastructure Reconstruction and New Build, Al Kasik, Iraq

• Designed and constructed/refurbished 230 buildings including housing and dining facilities, offices, a jail and warehouses
• Designed and constructed wastewater and potable water treatment systems (12,000-person capacity). This included a 1.27 mgd capacity potable water treatment system that met World Health Organization standards (pressure filters and chlorination)
• Inspected, tested, designed and repaired the existing wastewater collection system distribution network, including pumping and piping for both pressure and gravity flow systems

Post Hurricanes Gustav and Ike Debris Removal Monitoring, Baton Rouge, La.

• Debris, in the form of downed trees, building wreckage and damaged personal property impacted areas of the city following hurricanes Gustav and Ike
• Monitored the collection of more than 2.2 million cubic yards of debris in a 15-week period
• Approximately 1 million cubic yards of debris was collected in the first 17 days
Ability to Staff Response, Recovery and Reconstruction Projects

Mobilization, Workforce Housing and Resource Availability
CB&I has performed more than $4 billion in response services over the past five years. Through this worldwide experience, we have developed a depth of expertise in all relevant disciplines including design, construction, homeland security, force protection, disaster relief and civil works. This leadership, combined with our in-house project management, engineering and construction resources, enables us to mobilize whole teams to self-perform turnkey projects or fill any staffing gaps from high-level assessment and response planning to construction field labor needs.

Demonstrated Success—Rapid and Effective Workforce Mobilization
Within two days of Katrina’s landfall, CB&I mobilized 3,000 personnel to execute urgent projects. This included mobilizing 800 personnel within 12 hours to construct the Houston evacuee center. Within 30 days, field productivity levels reached $100 M per month in earned value. Most project teams brought their own life support, power, communications and logistics support. CB&I’s organization allowed resources to be delivered concurrently with scope development to maximize responsiveness. CB&I continued to meet its existing and new client commitments during this national emergency.

CB&I’s experience fielding, housing and maintaining properly skilled work forces facilitates successful project execution. As an international emergency response and construction contractor, CB&I routinely establishes large, self-sustaining workforces at project sites. Following the unprecedented 2005 hurricane season, we deployed 2,300 employees and 5,370 subcontract personnel to support FEMA. We provided all shelter and sustenance including food, water, communications and medical attention.

CB&I has experience with all aspects of housing operations from establishment and operations of temporary shelters, design and construction of group sites, haul and install of mobile homes, and mass care and feeding operations.

Program Management Support Services, New York City Rapid Repairs Program, New York, N.Y.
• Immediately mobilized staff to assist the city to manage the program and oversee construction firms
• Provided the city with contract management, program advisory, environmental health and safety support, program controls and document management, customer service, communications, standard protocols and quality assurance/quality control services
• Program offered free emergency repairs to restore heat, power and hot water to eligible homeowners located throughout the five boroughs of New York City
• Program also provided removal of flood-damaged drywall and wall coverings and temporary repairs to protect homes from further weather-related damage
Response, Recovery and Reconstruction Projects

Emergency Support Services, Fukushima Daiichi Nuclear Power Station, Japan
- Mobilized team to Tokyo on March 24, 2011
- Provided water treatment, radiation monitoring and expert consulting services to assist recovery efforts
- Procured and supported the installation and testing of a wireless radiation monitoring system
- Provided simplified liquid treatment system to process and remove radioactive contaminants from water stored at the power station

Repair of Air Products Industrial Gas Complex, New Orleans, La.
- After Hurricane Katrina, a major break in the levee surrounding the Air Products facility flooded the site
- Pumping stations and channels were seriously damaged, preventing drainage and increasing water damage to company structures and equipment
- CB&I crews met locally each morning, where state police escorted buses into the facility until an employee camp was established
- Once the camp was operating, CB&I provided approximately 150 employees working seven days per week to bring the facility back online

Repair of Targa Resources (Formerly Dynegy Midstream Services) Natural Gas Processing Plants, Venice and Yscloskey, La.
- Two Targa Resources Natural Gas Processing Plants produce just under one-third of the Gulf Coast’s total natural gas output
- Both sites sustained substantial damage from Hurricane Katrina
- Due to the criticality of re-establishing natural gas flow out of the Gulf of Mexico, the project schedule included two work shifts seven days per week for two months, with all project phases executed concurrently

Restoration of Entergy Nuclear River Bend Power Plant, St. Francisville, La.
- Restored turbine building operations five weeks before original schedule after Hurricane Gustav
- Mobilized within 12 hours to assess structural damage to turbine building
- Started repairs within 72 hours of mobilization
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation Program

VOLUME II: COST PROPOSAL

REQUEST FOR QUOTATION (RFQ) NO. 776040S

PROPOSED TO:
State of New Jersey
Department of Community Affairs
DATE: MAY 9, 2013

PROPOSED BY:
Shaw Environmental, Inc.
(A CB&I Company)

DELIVERING MORE 🏡 🏡 🏡
SOLICITATION FOR MANAGEMENT OF RREM PROGRAM

PROPOSED TO:
State of New Jersey
Department of Community Affairs
DATE: MAY 9, 2013

PROPOSED BY:
Shaw Environmental, Inc.
200 Horizon Center Blvd., Trenton, New Jersey 08691-1904
Telephone: 609-584-8900  Fax: [redacted]
Federal Tax Identification No.: [redacted]
May 9, 2013

Ms. Roseann Koval
New Jersey Department of Treasury
Division of Purchase and Property
9th Floor
33 West State Street
Trenton, New Jersey 08625

Subject: Request for Quote RFQ776040S Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program for the New Jersey Department of Community Affairs

Dear Ms. Koval:

Shaw Environmental, Inc. (Shaw), a CB&I company, and our proposed team members are pleased to submit this response to Request for Quote RFQ776040S for the Management of the Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) Program for the New Jersey Department of Community Affairs (NJDCA). Shaw has provided U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant -Disaster Recovery (CDBG-DR) services including program management, mobilization and start-up, homebuilder prequalification, application review and processing, construction management, quality assurance/quality control (QA/QC), appeals, compliance monitoring, issue tracking and fraud, waste, and abuse coordination, document management and records retention, and accounting and reporting on contracts of similar size and scope both in Texas and Louisiana. In addition, we are currently serving as a CDBG-DR technical advisor to New York City in the aftermath of Superstorm Sandy.

In this proposal, we describe in detail the various ways that the NJDCA RREM program will benefit from a partnership with Shaw and how the team will deliver “MORE” to the citizens of New Jersey by:

• Mobilizing Rapidly
• Offering Proven CDBG-DR Program Solutions
• Restoring Homes Efficiently and Cost-Effectively
• Executing Successfully
Only by helping NJDCA meet all of its RREM program goals will we consider our program management services a complete success. Shaw has teamed with qualified firms not just to check-the-box of meeting a requirement, but to give NJDCA additional and across-the-board value. During working sessions held in the months before and after the release of this RFQ, we have discussed what would make the program successful and added firms that bring one or more critical capabilities to NJDCA.

Nothing builds confidence like a proven, successful track record. As described in our proposal, Shaw is an award-winning program management and construction management firm with recent experience on some of the country’s highest-profile CDBG-DR projects that allow us to offer proven best management practices and lessons learned. We have unmatched technical expertise in managing large-scale, disaster recovery residential housing projects. We have completed more than 12,000 homes across the United States in addition to 20,000 units assigned under New York City’s Rapid Repair Program in a 100-day period from December 2012 through to February 2013.

In addition, Shaw has strategically teamed with veteran subcontractors experienced in CDBG-DR program implementation for Hurricanes Katrina, Ike, and Rita, and Superstorm Sandy including Lucas Disaster Recovery Consulting, LLC; Worley Catastrophe Response, LLC; and Tutor Perini Corporation. We have also teamed New Jersey-based subcontractors that contribute local knowledge and experience to provide certain critical functions. These firms include Giordano, Halleran & Ciesla, PC; and certified small business enterprises (SBE) By the Sea Services; FWH Associates, P.A.; Kaplan Guant DeSantis Architects, LLC; LCF Engineering Associates; Lippincott Jacobs Consulting Engineers, Inc.; and McCabe Environmental Services, LLC.

As a well-established firm in New Jersey with eight primary office locations and more than 400 employees, Shaw is excited about the opportunity to take on either the Lead RREM or Secondary RREM Contractor role on the RREM program and to work closely with NJDCA in a collaborative effort to better support the program applicants, stakeholders, and the citizens of New Jersey. Our proposal is responsive to NJDCA’s request and describes our approach to the scope of work in detail. We have also provided RFQ required information in the table below.

### RFQ Required Information

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Information</th>
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<tbody>
<tr>
<td>Shaw understands the scope of work to be performed under this contract.</td>
<td></td>
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<tr>
<td>Shaw has the appropriate New Jersey business licenses.</td>
<td></td>
</tr>
<tr>
<td>Shaw has not had a record of substandard work within the past five years.</td>
<td></td>
</tr>
<tr>
<td>Shaw has not been engaged in any unethical practices within the past five years.</td>
<td></td>
</tr>
<tr>
<td>If awarded the contract, Shaw acknowledges responsibility for the contract including payment of any and all charges resulting from the contract.</td>
<td></td>
</tr>
<tr>
<td>Shaw has no known conflicts of interest.</td>
<td></td>
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</tbody>
</table>

If you have any questions or need additional information, please do not hesitate to contact me at 225.987.7304 or Michael.Dillman@cbi.com. Our proposed Chief Program Executive John Moody, PE is also available and can be reached at 512.206.2079 or John.Moody@cbi.com.

Sincerely,

**Shaw Environmental, Inc.**

Michael Dillman  
President, Environmental & Infrastructure

John Moody, PE  
Chief Program Executive
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Political Contributions
Affirmative Action Employee Information Report
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Section 3 – Cost Schedule

Attachment 1 – Financial Capacity of the Bidder
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Executive Summary
Section 1 – Executive Summary

The Shaw team’s resources, unmatched experience, and proven management approach in disaster recovery housing programs translates to effective, efficient execution, and significant cost savings for NJDCA.

1.1 Overview of Cost Quote

Shaw has prepared the Cost Quote in accordance with instructions contained in this RFQ, and is submitting two separate Cost Quotes (one for each year) for the NJDCA’s 2-year recovery program. Shaw is seeking the Lead RREM Contractor position, but is also prepared to accept a Secondary RREM Contractor position if so selected.

1.1.1 Pricing Approach

- Hourly rates and number of hours for each staffing category have been provided across all ten activities (3.1.1 – 3.1.10).
- For most subcontractor services (such as inspections, lead paint/asbestos assessments), unit pricing has been provided, as this has been proven to be the most practical and cost-effective approach for delivering these services. This approach provides a known, fixed-cost for each unit priced item that is easily invoiced and audited by providing a number of units completed, as compared to providing more extensive back-up documentation, such as time sheets, travel costs, overhead, etc. This streamlines the NJDCA’s review process for invoicing of these services.
- Travel costs have been included as a “not to exceed” value in accordance with Section 3.4. The detailed budget for the overall travel cost includes the following:
  - Rotation schedules for key management positions
  - Air fare, meals, lodging and mileage for key management positions and consultants
- Shaw developed our pricing approach based on the following assumptions:
  a. Assumes project duration of 24 months
  b. Assumes repair/reconstruction/elevation/mitigation of up to 2000 homes
  c. Assumes SSHIP contractor will provide completed Allowable Activity Worksheet for Duplication of Benefits (DOB) on-site verification and DOB analysis
  d. Assumes all eligible applicants will be provided by SSHIP and all environmental clearances will be provided by the Department of Environmental Protection (DEP) 150 days prior to 24-month project completion deadline
  e. Assumes availability of adequate and timely supply of qualified applicants to meet program goals
  f. Shaw’s scope of work is not subject to compliance with prevailing wages or DBRA Wage Rates
  g. Homebuilders scope of work is not subject to compliance with prevailing wages or DBRA Wage Rates
  h. Assumes 3 construction progress inspections per site
  i. Assumes up to 1,800 homes will require asbestos assessments
  j. Assumes up to 1,500 homes will require lead paint hazard assessments
  k. Assumes inventory of 1,000 homes being available for rehabilitation/reconstruction/elevation/mitigation in first 12 months and 1,000 homes being available the second 12 months
1.1.2 Discounts
As a cost savings to NJDCA, Shaw will provide our RREM office space and furnishings at no charge in its Trenton, New Jersey office to house staff working on the project, thereby eliminating office costs that could have been charged to the NJDCA project.

Reasons Why Combined Technical and Cost Approach is of Value to State
Wherever possible, Shaw has combined technical functions and activities to produce cost savings to NJDCA as described below:

1. **Streamlined Initial Inspection Process:** This process eliminates separate site visits for multiple program functions as described below, resulting in cost and schedule savings to the State and less inconvenience to the homeowner.
   a. Verification of Superstorm Sandy damage
   b. Verification of Unmet Need
   c. Production of the Estimated Cost of Repairs (ECRs) which includes a preliminary scope of construction work, as well as unit cost breakdown for each task
   d. DOBs on-site verification of repairs completed with funds received by the homeowner that are subject to Stafford Act provisions
   e. Verification of repairs that have been completed by the homeowner with personal funds and for which the homeowner is requesting reimbursement

2. **Homebuilder Procurement:** Shaw’s pricing as shown on the Cost Quotes is consistent with the homebuilder prequalification process prescribed in the RFQ. However, Shaw included an alternate procurement method (See Section 1-Management Overview) which will result in significant cost and schedule benefits by eliminating the need for preparing 6,000 individual bid packages.

3. **Homebuilder Activation:** Shaw’s pricing is consistent with the homebuilder prequalification process prescribed in the RFQ. However, as a potential cost and schedule benefit to NJDCA, Shaw recommends consideration of a homebuilder pre-qualification process which selects two pools (Pool “A” and Pool “B”) of qualified homebuilders. Pool A homebuilders would be activated for the initial construction phase and Pool B homebuilders would be fully pre-qualified for immediate activation on an as-needed basis.

4. **Quality Assurance/Quality Control Services:** Shaw performs QA/QC functions on 100% of all damage assessments and construction progress inspections. Our approach includes detailed checklists for all inspection points, such as homeowner name, address, GIS coordinates, and prescribed photo logs based on inspection type. We utilize trained administrative level staff to verify the existence and accuracy of these items, and then a construction superintendent to independently verify the need or quality of the repair or construction. This administrative/technical combined review approach results in a cost savings to NJDCA by utilizing lower-cost staff to perform basic QA/QC functions.
**SUBCONTRACTOR UTILIZATION PLAN**

| Bidder's Name and Address: | Shaw Environmental, Inc., A CB&I Company  
| 200 Horizon Center Boulevard  
| Trenton, NJ 08691 |

**INSTRUCTIONS:** List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER</th>
<th>CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS</th>
<th>TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED</th>
<th>ESTIMATED VALUE OF SUBCONTRACTS</th>
</tr>
</thead>
</table>
| Worley Catastrophe Response  
PO Box 249  
Hammond, LA 70404  
888.887.8070  
Vender ID# 0100877218 | ☑ | Consulting Services | $481,200 |
| By The Sea Construction, LLC  
P.O Box 67  
Forked River, NJ 08731  
609.290.2476  
Vendor ID# 0400151136 |  | Consulting Services | $1,568,000 |
| Worley Catastrophe Response  
PO Box 249  
Hammond, LA 70404  
888.887.8070  
Vender ID# 0100877218 |  | Consulting Services | $1,568,000 |
| Tutor Perini Corporation  
P.O. Box 2  
Gulfport, MS 39502  
228.896.4000  
Vendor ID# 0100085041 |  | Consulting Services | $20,000 |
| Giordano, Halleran, & Ciesla, Attorneys At Law  
125 Half Mile Road  
Middletown, NJ 07748  
732.219.4598  
Vendor ID# 0069699 |  | Consulting Services | $1,568,000 |
| FWH Associates, P.A.  
1856 Route 9  
Toms River, NJ 08755  
732.797.3100  
Vendor ID# 0077760 |  | Consulting Services | $1,568,000 |

* For those Bidders listing Small Business Subcontractors: Attach copies of Division of Revenue - Small Business Enterprise Unit registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

**PRINCIPAL OF FIRM:**

(Signature)  
President  
May 9, 2013

PB-SA-3  
Revised 10/11
STATE OF NEW JERSEY  
DIVISION OF PURCHASE AND PROPERTY (DPP) 

SUBCONTRACTOR UTILIZATION PLAN 

Bidder's Name and Address:  
Shaw Environmental, Inc., A CB&I Company  
200 Horizon Center Boulevard  
Trenton, NJ 08691 

Bidder's Telephone No.: 5123062079 
Bidder's Contact Person: John Moody, PE 

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists. 

<table>
<thead>
<tr>
<th>SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER</th>
<th>CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS</th>
<th>TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED</th>
<th>ESTIMATED VALUE OF SUBCONTRACTS</th>
</tr>
</thead>
</table>
| Kaplan, Groth, DeSantis Architects  
241 Maple Ave.  
Red Brook, NJ 07701  
732.842-8021  
Vendor ID# 0600103155 | X | Consulting Services | $111,600 |
| LSF Engineering  
182 South Street  
Freehold, NJ 07728-2618  
732.863.1403  
Vendor ID# 1930912 | | Consulting Services | $787,500 |
| Lippincott Jacobs Consulting Engineers  
1 N Pavilion Ave  
Riverside, NJ 08075  
856.461.1100  
Vendor ID# 1494412 | | Consulting Services | $787,500 |
| Lucas Disaster Recovery Consulting, LLC  
414 Yellow Wood  
New Braunfels, TX 78130  
917.678.2435  
Vendor ID# 0163636 | | Consulting Services | $37,888 |
| McCabe Environmental Services, LLC  
464 Valley Brook Avenue  
Lyndhurst, New Jersey 07071  
201.438.4839  
Vendor ID# 0087463 | | Consulting Services | $1,530,000 |

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PRINCIPAL OF FIRM: 

(Signature) 
President 
May 9, 2013 

PB-SA-3 
Revised 10/11
Source Disclosure Certification Form
"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Shaw Environmental, Inc.  Waiver Number: RFQ776040S

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the “Division”), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

**List every location where services will be performed by the Contractor and all Subcontractors.**

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Contractor and/or Subcontractor</th>
<th>Description of Services</th>
<th>Performance Location[s] by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By The Sea Construction, LLC, Construction Management , New Jersey</td>
<td>Tutor Perini Corporation, Estimating Compliance &amp; Monitoring, New Jersey</td>
<td>Giordano Halleran &amp; Ciesla, Attorneys At Law, Legal, New Jersey</td>
<td></td>
</tr>
</tbody>
</table>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the “Director”).

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____________________________  Waiver Number: _______________________________

By: ________________________________  Title: _______________________________

Print Name: ________________________________  Date: ________________________________

Made in accordance with N.J.S.A. 52:34-13.2

Michael Dillman  May 9, 2013
"N.J.S.A. 52:34-13.2 CERTIFICATION"

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<th>Performance Location[s] by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaplan Gaunt DeSantis Architects, Architecture, New Jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCF Engineering Associates, Site-Specific Engineered House Plans, Surveys, Elevation Certifications, New Jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lippincott Jacobs, Engineering, Land Surveying, Asbestos &amp; Lead-Based Paint Testing, New Jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lucas Disaster Recovery Consulting, LLC, Information Management, Duplication of Benefit Analysis, New Jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Shaw Environmental, Inc., A CB&I Company

[Name of Organization or Entity]

By: ____________________________  Title: ____________________________

Print Name: ____________________________  Date: ____________________________
"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

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<tr>
<th>Contractor and/or Subcontractor</th>
<th>Description of Services</th>
<th>Performance Location(s) by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>McCabe Environmental Services, LLC, Asbestos &amp; Lead-Based Paint Testing, New Jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Contractor: Shaw Environmental, Inc., A CB&I Company

By: Michael Dillman

[Name of Organization or Entity]    President, Environmental & Infrastructure

Print Name: Michael Dillman

Date: May 9, 2013
SECTION 3:
Cost Schedules
### Exhibit 4 Cost Quote - RFQ Management of the Reconstruction, Remediation, Elevation, and Mitigation Program RFQ775040S

#### Staffing Category Details

| Staffing Category | Equivalent GSA Staffing Category | USA or Better Hourly Billing Rate ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) | Hours | Amount ($) |
|-------------------|----------------------------------|---------------------------------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|
| Program Director | Program Director | 174.00 | 155 | $10,600.50 | 309 | $32,606.96 | 146 | $11,220.31 | 312 | $35,700.60 | 317 | $39,150.59 | 278 | $32,806.16 | 230 | $17,438.35 | 230 | $17,438.35 |
| Senior Staff | Senior Staff | 174.00 | 243 | $34,377.77 | 78 | $2,851.58 | 192 | $4,952.81 | 105 | $5,302.25 | 105 | $5,302.25 | 230 | $17,438.35 | 0 | $0.00 | 230 | $17,438.35 |
| Construction Manager | Construction Manager | 141.04 | 109 | $57,513.96 | 266 | $30,613.51 | 904 | $67,602.46 | 614 | $50,678.10 | 614 | $50,678.10 | 0 | $0.00 | 614 | $50,678.10 | 0 | $0.00 | 614 | $50,678.10 |
| Lead & Financial Manager | Lead & Financial Manager | 141.04 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 |
| Chief Executive Officer | Chief Executive Officer | 141.04 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 |
| Staffing Category Total | Staffing Category Total | 141.04 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 |

#### Staffing Category List

- **Program Director**
- **Construction Manager**
- **Lead & Financial Manager**
- **Chief Executive Officer**

#### Total Hours Per Staff Category

<table>
<thead>
<tr>
<th>Section 3.1.1</th>
<th>Section 3.1.2</th>
<th>Section 3.1.3</th>
<th>Section 3.1.4</th>
<th>Section 3.1.5</th>
<th>Section 3.1.6</th>
<th>Section 3.1.7</th>
<th>Section 3.1.8</th>
<th>Section 3.1.9</th>
<th>Section 3.1.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>602</td>
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</table>

#### Total Hours Per Staff Category

<table>
<thead>
<tr>
<th>Staffing Category</th>
<th>Total Hours Per Staff Category</th>
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</thead>
<tbody>
<tr>
<td>Program Director</td>
<td>105</td>
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<tr>
<td>Senior Staff</td>
<td>105</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>230</td>
</tr>
<tr>
<td>Lead &amp; Financial Manager</td>
<td>0</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Crosswalk with Other Costs

- **Secondary RREM Contractor Costs**: $2,500,000.00
- **Lead RREM Contractor Costs**: $7,000,000.00

#### Total Other Direct Cost

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Other Direct Cost</td>
<td>$446,009.00</td>
</tr>
<tr>
<td>Total Travel Cost</td>
<td>$365,945.00</td>
</tr>
</tbody>
</table>

#### Total Budget

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Total Budget ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total</td>
<td>$15,206,851.06</td>
</tr>
</tbody>
</table>

---

In accordance with Section 3.4 of the RFP, the allocated detailed budget for the total costs with the RFQ.

### Instructions

- **Bidder**: Indicate the Bidder's role and responsibilities.
- **Endpoint**: Provide the endpoint URL for more information.

#### Call to be completed by Bidder

- **Primary Bidder**: Indicate the primary bidder.
- **Secondary Bidder(s)**: List any secondary bidders.

#### Related Documents

- **Exhibit 4 Cost Quote - RFQ Management of the Reconstruction, Remediation, Elevation, and Mitigation Program RFQ775040S**
- **Section 3.1.1 Start-Up, Program Design, Management, and Budgeting**
- **Section 3.1.2 Prequalification of Homebuilders**
- **Section 3.1.3 Construction Contract Associated with Section 3.1.2**
- **Section 3.1.4 Application Review and Processing**
- **Section 3.1.5 Construction Management**
- **Section 3.1.6 Quality Assurance/Quality Control**
- **Section 3.1.7 Change Management**
- **Section 3.1.8 Issue Tracking and Fixed, Waste and Abuse Coordination**
- **Section 3.1.9 Accounting and Reporting**
- **Section 3.1.10 Appeal**

#### Account Management

- **Phone**: Include contact phone number.
- **Email**: Include contact email address.

#### General Program Information

- **Start Date**: Indicate the start date of the program.
- **End Date**: Indicate the end date of the program.

---

**Note**: This document reflects the natural representation of the extracted text from the image.
### Exhibit 4 Cost Quote - RFQ Management of the Reconstruction, Remediation, Elevation, and Mitigation Program RFQ775040S

#### Instructions:
- Bidders seeking the Lead RREM Contractor position, or who accept a Secondary RREM Contractor position, are to complete all columns in the worksheet.
- Bidders seeking a Secondary RREM Contractor position, see complete all columns EXCEPT section 3.1.1 and 3.1.

#### Protected Cells

<table>
<thead>
<tr>
<th>Staffing Category</th>
<th>Equivalent GSA Staffing Category</th>
<th>GSA or Better Hourly Billing Rate ($)</th>
<th>Total Hours Per Staff Category</th>
<th>Total Per Staff Category</th>
<th>Total Hours</th>
<th>Total Per Staff Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Section 3.1.1

- **Start Up - Program Design, Management, and Budgeting**
- **Secondary RREM Contractor Associated with Section 3.1.1 and 3.1.2**
- **Application Review and Processing**
- **Construction Management**
- **Assurance/Quality Monitoring**
- **Construction Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.2

- **Prequalification of Homebuilders**
- **Secondary RREM Contractor Costs Associated with Section 3.1.1 and 3.1.2**
- **Application Review and Processing**
- **Construction Management**
- **Quality Assurance/Quality Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.3

- **Application Review and Processing**
- **Construction Management**
- **Quality Assurance/Quality Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.4

- **Construction Management**
- **Quality Assurance/Quality Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.5

- **Quality Assurance/Quality Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.6

- **Appeals**
- **Compliance Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.7

- **Compliance Monitoring**
- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.8

- **Issue Tracking and Fraud, Waste and Abuse Coordination**
- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.9

- **Document Management and Records Retention**
- **Accounting and Reporting**

#### Section 3.1.10

- **Accounting and Reporting**

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**Total Other Direct Cost:**

- **$15,016,733.76**

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**Grand Total:**

- **$15,016,733.76**

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**In accordance with Section 3.4 of the RFQ, must attach detailed budget for total cost with the RFQ.**
## NEW JERSEY DCA - RREM PROGRAM

### 13-May-13

### TRAVEL / MILEAGE / PER DIEM DETAILED BREAKDOWN: 24 MONTH DURATION

**TRAVEL:**

<table>
<thead>
<tr>
<th>FLIGHTS:</th>
<th>BASIS OF ESTIMATE:</th>
<th>TRIPS:</th>
<th>FLIGHT $$$/TRIP:</th>
<th>PARK $$$/TRIP:</th>
<th>TOTAL BARE $$$:</th>
<th>G&amp;A: (4.73%)</th>
<th>FEE: (0%)</th>
<th>BILLABLE TOTAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;AUSTIN TO NEWARK (ROUNDTRIP TYP.)&quot;</td>
<td>16 AVG. STAFF X 1 TRIP / MO. X 24MO.</td>
<td>384</td>
<td>$480.00</td>
<td>-</td>
<td>$184,320</td>
<td>$8,718</td>
<td>0</td>
<td>$193,038</td>
</tr>
<tr>
<td>&quot;AIRPORT PARKING (5 DAYS MAX. / TRIP)&quot;</td>
<td>3 AVG. TRIPS PER STAFF MEMBER - FRONT END ONLY</td>
<td>48</td>
<td>-</td>
<td>$150.00</td>
<td>$7,200</td>
<td>$341</td>
<td>0</td>
<td>$7,541</td>
</tr>
</tbody>
</table>

**TOTAL TRAVEL =** $191,520 $8,059 0 $200,579

**MILEAGE:**

<table>
<thead>
<tr>
<th>MILEAGE ALLOWANCE:</th>
<th>BASIS OF ESTIMATE:</th>
<th>EVENTS:</th>
<th>NJ $$$/MILE:</th>
<th>AVG. MILES/EVENT:</th>
<th>TOTAL BARE $$$:</th>
<th>G&amp;A: (4.73%)</th>
<th>FEE: (0%)</th>
<th>BILLABLE TOTAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPOT MILEAGE (32 AVG. MILES/DAY)</td>
<td>16 AVG. STAFF X 25 DAY/MO. X 24MO. X 25 MILE/DAY</td>
<td>9600</td>
<td>$0.31</td>
<td>25</td>
<td>$74,400</td>
<td>$3,519</td>
<td>0</td>
<td>$77,919</td>
</tr>
</tbody>
</table>

**TOTAL MILEAGE =** $74,400 $3,519 0 $77,919

**PER DIEM: GSA**

<table>
<thead>
<tr>
<th>REIMB STAFF PER DIEM: PERMANENT STAFF:</th>
<th>BASIS OF ESTIMATE:</th>
<th>STAFF:</th>
<th>CAL. DAYS or WK:</th>
<th>GSA $$$/DAY or WK:</th>
<th>TOTAL BARE $$$:</th>
<th>G&amp;A: (0%)</th>
<th>FEE: (0%)</th>
<th>BILLABLE TOTAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;LODGING&quot; START-UP</td>
<td>11 AVG. STAFF MEMBERS X 6 WKS - START-UP ONLY @ 100% GSA RATE</td>
<td>11</td>
<td>42</td>
<td>$119.00 /DAY</td>
<td>$34,978</td>
<td>0</td>
<td>0</td>
<td>$34,978</td>
</tr>
<tr>
<td>&quot;MEALS &amp; EXPENSES&quot; START-UP</td>
<td>12 AVG. STAFF MEMBERS X 6 WKS - START-UP ONLY @ 100% GSA RATE</td>
<td>11</td>
<td>42</td>
<td>$61.00 /DAY</td>
<td>$28,182</td>
<td>0</td>
<td>0</td>
<td>$28,182</td>
</tr>
<tr>
<td>&quot;LODGING&quot; DURATION</td>
<td>5 AVG. STAFF X 98 WKS - SELECT STAFF REMAINING PROJECT DURATION @ 60% OF GSA RATE</td>
<td>5</td>
<td>98</td>
<td>$756.00 /WK</td>
<td>$370,440</td>
<td>0</td>
<td>0</td>
<td>$370,440</td>
</tr>
</tbody>
</table>

**TOTAL PER DIEMS =** $453,600 0 0 $453,600

**TRAVEL / MILEAGE / PER DIEM: $719,520 $12,578 0 $732,098**