

**Amite River**

**Watershed & Coastal  
Wetlands**

**Restoration Phase 1**

*Livingston Parish Government*

**Proposal**

**March 28, 2019**



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**ENGINEERING** LLC

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## I. Introduction (Transmittal Letter)

March 28, 2018

Livingston Parish Government  
Attn: Ms. Heather Crain  
Selection Advisory Committee  
20355 Government Blvd.  
Livingston, Louisiana 70754

### **RE: Amite River Watershed and Coastal Wetlands Restoration Phase 1 Project(s) Qualifications**

Dear Ms. Crain and Members of the Selection Committee:

GIS Engineering, LLC. (GIS) is pleased to submit this proposal for the above-mentioned project and develop our relationship with Livingston Parish Government. GIS is a Louisiana owned engineering firm with extensive experience on similar dredging and wetland restoration projects throughout Louisiana.

GIS provides Livingston Parish with a staff and team consisting of experienced professionals that have been a part of some of the most significant flood protection and coastal restoration projects in the State of Louisiana. Our firm's management and staff of civil engineers, environmental scientists, and designers have more than 30 years of relevant experience working with local, state, and federal authorities. We would like you to consider:

***GIS History & Location*** - GIS a multi-disciplined engineering consulting firm with nearly 300 employees in 12 offices nationwide. GIS and its affiliate operating divisions, WHPacific and GIS Industrial Design, bring a legacy of more than 30 years of engineering, environmental, project and program management and construction management experience and services. Our Louisiana offices in Baton Rouge, Houma and Gretna are comprised of professional staff with extensive Coastal and Environmental Planning, Engineering, & Design related experience.

***Innovative Approach*** - GIS can provide Livingston Parish a fresh view. GIS is excited to begin providing our design services to Livingston Parish. Our experience will allow us to bring a fresh perspective to Livingston Parish that can result in more efficient project delivery and reduced costs.

***Technical Staff*** - GIS has the technical experience to combine all the factors needed for success on this project: **Oneil Malbrough, REM** has over 40 years of extensive institutional knowledge of Louisiana's coastal hydrologic basins and their natural flow patterns. Our project manager, **Seneca Toussant, P.E.** has over 19 years of design and project management experience on complex coastal projects in south Louisiana. **Mohan Menon, PhD**, our senior environmental scientist is recognized as a technical expert in ecosystem restoration, environmental compliance, and environmental habitat functions. **Mike Lowe**, a senior engineer, was with the US Army Corps of Engineers for 36 and has extensive experience including project management, sediment dredging, sediment disposal, and USACE permitting. **John J. Plaisance, P.E., P.L.S.** brings more than 30 years of engineering and surveying experience the design of coastal infrastructure, including dredging, marsh creation and restoration projects.

**Experienced Team** - GIS has assembled a team of seasoned, experienced professionals with specialized experience on coastal engineering related protection and restoration projects throughout south Louisiana. The team includes **Neel-Schaffer, Inc. (Neel-Schaffer)** who employs a highly qualified team of professionals skilled in a variety of coastal science and engineering disciplines and **Fourrier & De Abreu Engineers (FDAE)** which is a DBE-certified minority-owned company that maintains high standards for client satisfaction and provides innovative and cost-effective solutions.

Our key experience covers all phases of design including planning, programming, design, construction documents, permitting, and construction administration for dredging, marsh creation and wetland restoration projects.

GIS looks forward to developing a strong relationship with Livingston Parish and will explicitly comply with all codes, regulations, facilities standards, requirements, and laws that apply to this project, including those that accompany federal funding. We appreciate your consideration of our qualifications, and please feel free to contact us if you have any questions.

Sincerely,



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Seneca Toussant, P.E.  
Director of Operations  
Coastal Design and Infrastructure  
GIS Engineering, LLC



## II. Background and Experience

### a. Respondent Information (GIS Engineering, LLC)

GIS Engineering, LLC  
450 Laurel St., Suite 1500  
Baton Rouge, LA 70801  
P 225.408.0700  
DUNS Number: 017217952  
Date of Establishment: 01/29/2016

GIS Engineering, LLC (GIS) is a multi-disciplined engineering consulting firm with nearly 300 employees in 12 offices nationwide. GIS and its affiliate operating divisions, WHPacific and GIS Industrial Design, bring a legacy of more than 30 years of engineering, environmental, design, program and construction management experience and services. Through our integrated professional services, we deliver excellent solutions to our clients in Coastal Protection & Restoration, Transportation, Water & Environment, Land Development, Energy, Construction Management and Stakeholder Programs.

GIS has rapidly grown its Louisiana based engineering staff and capacity by acquiring key technical resources with expertise in coastal protection, restoration, and infrastructure. Below are quotes from some of GIS's current clients:

*"In my time as Parish President, GIS has demonstrated the ability to continuously perform above our expectations on projects that we have hired them to facilitate. Every time my administration has request expedited turnarounds or changes to projects, GIS's team has delivered. GIS and its staff has been one of the most professional and responsive engineering firms I have worked with."*

**Gordon E. Dove, Parish President - Terrebonne Parish Consolidated Government.**

*"GIS' staff, led by Oneil and Dustin Malbrough, have serviced the Terrebonne Levee & Conservation District for more than 25 years. In this time frame, their staff has proven itself to be a cut-above when it comes to Construction services. Their engineers and field resources have demonstrated thorough oversight of contractors and construction activities on several of our largest projects. When it comes to enforcing the contract requirements, negotiating changes, or simply providing daily oversight of project activities, they are among the best in the business."*

**Reggie Dupre - Executive Director, Terrebonne Levee & Conservation District**

### Understanding of the Scope

*A brief statement of the Respondent's understanding of the scope of the work to be performed*

GIS fully understands the scope of this project to rebuild forested coastal wetlands lost to persistent shoreline erosion at the confluence of the Amite River and Lake Maurepas in Livingston Parish. The shoreline of Lake Maurepas has experienced persistent retreat due to erosive action caused by wave energy and storm surge from both prevailing wind direction and tropical storm activity like many other areas in Louisiana. The loss of coastal wetlands equates to the loss of wildlife habitat and the degradation of water quality. Coastal wetlands also moderate storm surge elevations in inland areas.

The purpose of the project is to use borrowed material to rebuild portions of the eroded coastline in an effort to reestablish functional forested wetlands and to rebuild forested coastal wetlands/vegetated shoreline habitat lost to persistent shoreline erosion at the confluence of the Amite River and Lake Maurepas, which is located within the Gulf Coast Region of Livingston Parish.

GIS has extensive experience with dredging, dredge material placement and wetland restoration projects in coastal areas of Louisiana. For decades GIS's staff have executed projects for navigation, restoration, and ridge and levee construction. Our understanding of the landscape and unique challenges of Coastal Louisiana allow GIS's team to effectively design and efficiently execute these types of projects throughout Coastal Louisiana.

GIS's staff have decades of experience in Permitting and NEPA Compliance, wetland delineations, and mitigation planning. Our key environmental compliance resources have been involved in navigation, restoration and levee projects for the past 40 years. Our knowledge of NEPA and local permitting requirements, as well as relationships with key stakeholders within local, state, and federal agencies, allow GIS to expedite projects through the environmental compliance and regulatory process.

### **Licensing Requirements**

*A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;*

GIS is a licensed engineering firm with the Louisiana Professional Engineering and Land Surveying Board. Our Firm's Louisiana License Number is **EF.0005905**. See **Appendix A**

### **Confirmation of Unethical Practices**

*A confirmation that the Respondent has not engaged in any unethical practices within the last five years;*

GIS has not engaged in any unethical practices within the last five years and neither has GIS's leadership nor staff.

### **Confirmation of Responsibility for the Entire Contract**

*A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from said contract;*

If awarded the contract, GIS acknowledges its complete responsibility for the entire contract including payment of any and all charges resulting from the contract.

## **b. Experience with Similar Programs**

*Describe any prior engagements assisting governmental entities in dealings with RESTORE Act, FEMA HMGP, CDBG, or other disaster related programs.*

GIS's staff has extensive experience assisting governmental entities in dealing with RESTORE Act, FEMA HMGP, CDBG, and other disaster related programs. Below is a list of current and recent projects involving federal funding and grant programs.

### Experience with CDBG/Federal Programs

GIS has helped clients in Louisiana manage millions of dollars of Federal monies, including HMGP and CDBG grants.

#### **CDBG**

- **Morganza to the Gulf – Hurricane Protection Interim Flood Risk Reduction Project – Falgout Canal Flood Control Structure, Terrebonne Levee and Conservation District.** GIS is currently providing construction administration and inspection services for this \$35M hurricane risk reduction floodgate.
- **East Houma Surge Levee, Terrebonne Parish Consolidated Government.** GIS provided construction administration and inspection services for this \$7.3M hurricane risk reduction levee.
- **Falgout Canal Barge Gate , Terrebonne Parish Consolidated Government.** - GIS completed design for the Falgout Canal Barge gate.
- **South Lafourche Storm Harbor Marina** - GIS completed design to construct a marina to provide shelter during hurricanes
- **Nerby Collins Commercial Fisherman's Marina Back Bulkhead Upgrade** – GIS completed design to upgrade bulkhead in Port Fourchon.

**HMGP-FEMA**

- **Town Hall Rehabilitation (PW1746v2), Town of Grand Isle.** GIS managed the design and construction of \$368k of repairs to the Town Hall after Hurricane Gustav.
- **Petit Caillou Drainage Pump Station** – GIS completed design for a 450 cfs drainage pump station.

We have ongoing, successful relationships with various local governments throughout Louisiana, including parish governments, levee districts, the Coastal Protection and Restoration Authority (CPRA), and the Office of Community Development (OCD). The breadth of our success lies in the depth of experience of our employees. They have firsthand experience working with government entities under the guidelines required by FEMA HMGP, Disaster Recovery CDBG, and RESTORE ACT Program requirements. Several of the employees included in this proposal have experience in design implementation, and management of complex state and federal programs, including application preparation, to construction management, technical assistance to state and local governments, and budget and program planning that minimizes startup costs and leverages utility incentives and other resources.

GIS has the experience and expertise in grants management and review necessary to provide our clients with complete applications and detailed Benefit Cost Analyses, while ensuring applications comply with scope as well as applicable laws, rules, and regulations.

**c. Workload and Current Capacity to Accomplish Work**

*Describe firm's workload and current capacity to accomplish the work in the required time.*

GIS has cultivated a performance-based philosophy focused on delivering solutions that satisfy our client's needs in a consistent and timely manner. GIS's approach to project organization is structured in such a way that allows to manage and provide top-quality professional services on simultaneous projects and provide the flexibility required to quickly respond to changes in requirements and scope throughout the project lifecycle. GIS has adequate staff and capacity to complete the project in a timely manner.

**GIS Engineering – Capability of the Firm**

As a leading full service engineering design, GIS serves as an extension of our client's staff. As professionals, we combine our core disciplines to provide cost-effective and well-coordinated design products to benefit the client's needs. Having great depth-of-staff across multi-disciplined services allows GIS to use an internal teaming approach from the onset of a project—one-stop-shop for the performance of all project tasks. Assigning the right experienced professionals with expertise in working with diverse and challenging projects for a wide variety of public and private clients, GIS continues to reinforce a high level of expertise and performance we pride ourselves in delivering. GIS has uniquely qualified staff ready and available to complete the proposed scopes and to furnish the services required by Livingston Parish immediately upon project award.

**d. Unique Knowledge and Experience**

*Describe any issue the characteristics of which would be uniquely relevant in firm's experience.*

Our local offices (Houma, Baton Rouge, and Gretna) are comprised of technical staff with extensive experience throughout Coastal Louisiana. GIS personnel have performed an extensive number of coastal protection, restoration and flood control structure projects and possess long standing reputable relationships with numerous local, state and federal authorities in the Gulf Coast Region. Project performance by key personnel making up GIS's staff is well respected across Louisiana's Coastal Community and evident from the company's growth since its inception.

Projects designed & constructed in coastal habitats require the understanding of the historical hydrology that once allowed these areas to thrive. GIS has the capability and experience to provide designs for restoring habitat and maximizing its sustainability and success.

**Our firms experience relevant to the needs of Livingston Parish includes**

Concept Planning	Water Quality Assessments
Marsh Creation	Topographic-Engineering Surveys
Dredging - Material Transport, Processing, and Placement	Design of Earthen Ridges/Embankments in Coastal Environments
Wetland Restoration	Construction Cost Estimating
Environmental Investigations	Preparation of Construction Plans & Specifications
Ecosystem Analysis and Restoration Design	Grant Management

## **e. Presence and Commitment to Louisiana**

*Describe firm's presence in and commitment to Louisiana*

GIS Engineering, LLC is a subsidiary of GIS Holdings, LLC, and is owned and operated by a partnership of two highly successful Louisiana families, the Chouest Family and the Pregeant Family. These two families have been committed to Louisiana for the last half-century. Below are descriptions of the success these families have had in their primary businesses, both of which were founded and still operate today as Louisiana based companies.

- The Chouest family, owners of Edison Chouest Offshore - ECO (as their primary business), founded ECO in 1960. ECO began as a small boat rental company on the bayous of Lafourche Parish, in Galliano, LA. ECO now operates a growing fleet of over 200 vessels globally ranging from 85' to over 360' in length. Today, ECO, a Louisiana headquartered company, is recognized as the most diverse and dynamic logistics solution provider in the world.
- The Pregeant family, founders of Grand Isle Shipyard, Inc. in 1948, began as a modest shipyard, in Grand Isle, LA, serving the commercial fishing industry. By the 1970's, GIS had become an offshore service provider to companies like Exxon. By 1990, they were working for all of the major oil companies in the Gulf of Mexico. Today, with their corporate headquarters based in Galliano, LA, GIS is recognized as the most trusted and diversified construction provider in the region.

The strength of our local ownership has allowed GIS to grow to almost 100 employees in Louisiana, with 5 offices across the state, in three years since our inception in January 2016. GIS and our family of companies are committed to Louisiana and have been since as early as 1948.

## **f. Insurance Coverage**

*Provide current information on professional errors and omissions coverage carried by firm, including amount of coverage.*

**See Appendix B**

## **g. Financial Stability**

*Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement.*

**See Appendix C**



## **h. Firm Classification**

*Describe the firm's current classifications; such as Disadvantaged Business Enterprise (DBE) or others.*

While GIS is not a Disadvantaged Business Enterprise (DBE) or team member **Fourrier & De Abreu Engineers (FDAE)** is a DBE-certified minority-owned company that maintains high standards for client satisfaction and provides innovative and cost-effective solutions with diverse experience and history in Geotechnical Engineering. See Appendix D.

**See Appendix D**

## **III. Specialized Knowledge**

### **a. Previous Projects**

*Describe previous projects of a similar nature, including client contact (with phone numbers), year services provided, construction cost (if applicable), and narrative description of how they relate to this project.*

GIS and its team has a broad and extensive range of experience on coastal engineering related protection & restoration projects throughout south Louisiana similar in nature to this project as demonstrated on the following pages.

## GIS Engineering | Representative Project Experience

### 1. Port Fourchon Channel Deepening Project Section 203 Feasibility Study

Lafourche Parish, LA

**Greater Lafourche Port Commission**

985.632.6701 | Chett Chiasson, Executive Director

Service Years: 2016 – Present

Construction Costs: \$300,000,000 (Estimated)



GIS Engineering prepared an Integrated Feasibility Report and Environmental Impact Statement (IFR-EIS) for improvements to the federal navigation project at Port Fourchon on behalf of the GLPC under the authority granted by Section 203 of the Water Resources Development Act (WRDA) of 1986 (PL 998-662).



The feasibility report, needs & justification, and the EIS for the channel deepening project was initiated due to the growing demand to accommodate the most modern Deepwater vessels used in the Gulf of Mexico's oil and gas industry. The effort includes identifying methods to minimize the cost of the channel deepening portion of the project by effectively and efficiently utilizing the dredge material for the creation of marshes, or other environmentally nourishing habitat in Lower Lafourche & Terrebonne Basins. A key objective of this project for Port Fourchon is to set a trend for our state and nation, showing how our working coast affords us countless opportunities for economic growth while allowing significant nourishment to our environment, providing sustainability to our culture & coastal communities through beneficial use of dredged material.



GIS performed hydro-survey and hydro-dynamic modeling as part of the study to determine volumes for approximately 6 miles of channel dredging. GIS prepared the Dredge Material Management and Disposal plans for over 23 Million Cubic Yards of construction dredge material and 63 Million Cubic Yards of 50-year maintenance dredging, all used for wetland restoration and beach nourishment.

### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Deepwater Channel Design
- Dredging/Marsh Creation
- Beneficial Use
- Land Development (Elevated Embankment) in Coastal Marsh Environment using Channel Shoring Models
- Water Quality Analysis
- Environmental Impact Statement/NEPA Compliance
- Topographic & Bathymetric Surveying

## 2. 16-EMG-03 Mississippi Backwater Flooding

*Terrebonne Parish Consolidated Government*

985.873.6735 | Gordy Dove, Parish President

Service Years: June 2016

Construction Costs: \$547,000



Bayou Black Levee system is an integral part of the flood control system for the community between Houma and Morgan City, Louisiana. To reinforce discontinuous and inadequate flood control measures that existed, TLCD retained GIS to construct the levee by following an emergency order by both the State of Louisiana and Terrebonne Parish. An after-the-fact permit application (Joint Permit Application for USACE and LDNR) was prepared and submitted.

The major tasks included, pre-application meeting, stakeholders meeting, and compilation of information including pre and post construction data. For assessment of impacts from the project, engineering, economic, socio-economic, and ecological information was compiled. Wetland delineation, identification of agricultural lands, T&E species habitats and bird habitat, were performed. Significant issues such as direct, indirect and cumulative impacts were addressed. In addition, issues such as Essential Fish Habitat (EFH) and Environmental justice (EJ) are being addressed. A complete and comprehensive permit application was prepared to include permit drawings, wetland information, resource reports, needs and justification, potential alternatives, and a mitigation plan.



### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Topographic/Engineering Surveying
- Environmental Investigations
- Field Data Collection
- Permits and NEPA Compliance
- Stakeholder Program Management

### 3. Whiskey Island Sand Retention & Protection Project

Terrebonne Parish, LA

*Terrebonne Parish Consolidated Government*

985.873.6735 | Gordy Dove, Parish President

Service Years: December 2016

Construction Costs: \$250,000



GIS is developing the Conceptual Planning & Report Phase of the Whiskey Island Sand Retention and

Protection Project. During the fall of 2016 the Coastal Protection Restoration Authority (CPRA) started constructing the Caillou Lake Headlands Restoration Project (TE-100), a Natural Resource Damage Assessment (NRDA) Project that includes restoring the barrier shoreline along the entire length of Whiskey Island through beach and dune fill placement utilizing an offshore sand source in Ship Shoal, and restoring the marsh platform along the western half of the Island using the same offshore sediment source.

This project consists of the development and application of a sand retention system that would be able to minimize sand losses from the newly constructed TE-100 and provide prolonged duration to the existing and recently installed sand located along the Whiskey Island bank line.

The scope of this work included the gap analysis, collection and review of existing data, conceptual feasibility and alternatives analysis; conceptual coastal analysis and wave modeling, and the development of the conceptual design and cost estimate. GIS is responsible coordination of all meetings and reporting relating to the project.



#### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Project Management
- Review and Analysis of Existing Data
- Coastal Design Analysis
- Beach and Wetland Restoration
- Environmental Consideration
- Shoreline Protection Concepts
- Marsh Creation



#### 4. South Treatment Plant Levee Rehabilitation

Terrebonne Parish, LA

*Terrebonne Parish Consolidated Government*

985.873.6735 | Gordy Dove, Parish President

Service Years: November 2016

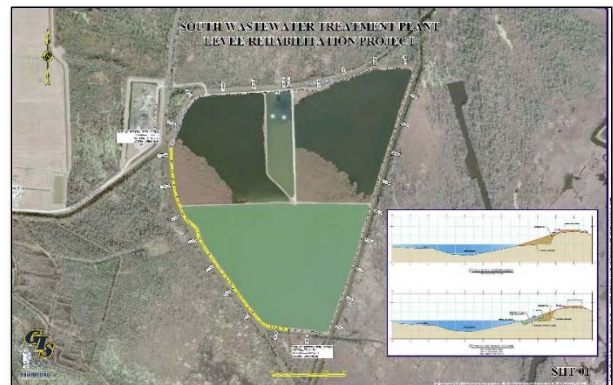
Construction Costs: \$79,000



The Terrebonne Parish Consolidated Government intends to perform “Levee Rehabilitation” of the existing South Wastewater Treatment Plant aeration basin. The existing aeration basin levee has experienced scouring of the levee material due to wave action from passing of vessels in the adjacent channel. GIS prepared recommendations and construction documents to rehabilitate an approximate 3800 linear foot section of levee adjoining cells 2 and 3 along Bayou Chauvin.

The existing levee elevation ranges from +6.0 feet to +7.5 feet (average elevation of approximately +7.0 feet) with side slopes of 1 vertical to 3 horizontal (1V on 3H) and a crown of varying width. The existing levee was constructed using cohesive soil on the canal side and riprap (stone) was then later installed along the pond side.

GIS prepared plans to stabilize and restore the original cross-section of the levee and evaluated revetment alternatives for protection and prepared cost analysis for each alternative.



#### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Project Management
- Review and Analysis of Existing Data
- Topographic Surveying
- Embankment/Ridge Design
- Shoreline Protection Design
- Environmental Investigation/Permitting
- Cost Estimates
- Bid Document Preparation (Plans & Specs)



## 5. Bayou Black Reach 1, 2 & 3 Levee Permitting

Terrebonne Parish, LA

**Terrebonne Levee & Conservation District**

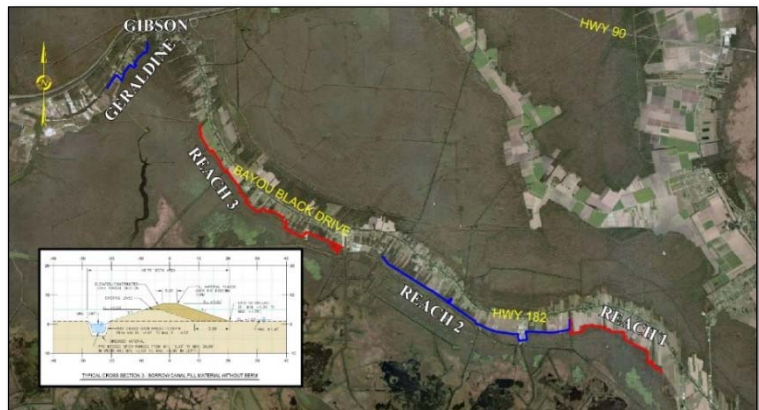
985.868.8523 | Reggie Dupre, Executive Director

Service Years: 2017

Construction Costs: \$214,000



Bayou Black Levee system is an integral part of the flood control system for the community between Houma and Morgan City, Louisiana. To reinforce discontinuous and inadequate flood control measures that existed, TLCD retained GIS to construct the levee by following an emergency order by both the State of Louisiana and Terrebonne Parish. An after-the-fact permit application (Joint Permit Application for USACE and LDNR) was prepared and submitted. The major tasks included, pre-application meeting, stakeholders meeting, and compilation of information including pre and post construction data. For assessment of impacts from the projects, engineering, economic, socio-economic, and ecological information was compiled. Wetland delineation, identification of agricultural lands, T&E species habitats and bird habitats, were performed. Significant issues such as direct, indirect and cumulative impacts were addressed. In addition, issues such as Essential Fish Habitat (EFH) and Environmental justice (EJ) are being addressed. A complete and comprehensive permit application was prepared to include permit drawings, wetland information, resource reports, needs and justification, potential alternatives, and a mitigation plan.



*GIS' staff, led by Oneil and Dustin Malbrough, have serviced the Terrebonne Levee & Conservation District for more than 25 years. In this time frame, their staff has proven itself to be a cut-above when it comes to Construction services. Their engineers and field resources have demonstrated thorough oversight of contractors and construction activities on several of our largest projects. When it comes to enforcing the contract requirements, negotiating changes, or simply providing daily oversight of project activities, they are among the best in the business.*

Reggie Dupre - Executive Director, Terrebonne Levee & Conservation District

## RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Embankment/Ridge Design/Construction
- Dredging/Excavation
- Construction Management
- Topographic Surveying
- Environmental Documentation

## 6. Chenier-Caminada Shoreline Protection Project

Grand Isle, LA

*Grand Isle Independent Levee District*

985.787.3196 | David Camardelle

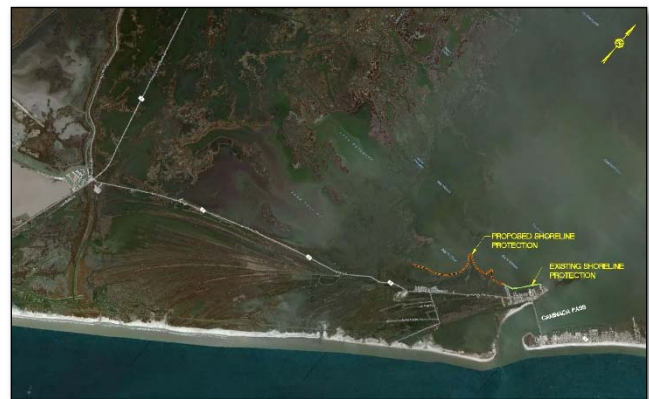
Service Years: 2018

Construction Costs: \$1,290,000



Grand Isle has incurred substantial degradation to its wetland areas surrounding the mainland, lakes, and bays. Most recently over the past 10 years, severe damage resulting from Hurricanes Katrina, Gustav and Ike has severely deteriorated the protective wetland habitat around Chenier Caminada. Due to this deterioration, the Grand Isle Independent Levee District (GIILD) has acquired GIS Engineering to evaluate the extension of the existing segmented breakwaters (approx. elevation of +3.5) along Cheniere Caminada to provide shoreline protection to Louisiana Highway 1 from Beverly Street to Foster Lane to preserve the wetland shoreline integrity and reduce wetland degradation from wave erosion.

Project scope includes the planning, permitting, design & construction administration (w/ project representation) of the final protective solution, anticipated to be a form of segmented breakwaters due to the high-energy wave action coming off the lakes and bays of the Barataria Basin.



### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Embankment/Ridge Design/Construction
- Dredging/Excavation
- Construction Management
- Topographic Surveying
- Environmental Documentation

## 7. Emergency Rehabilitation of Grand Isle and Vicinity Project Sta. 23+50 to 29+00

Grand Isle, LA  
**Town of Grand Isle**

985.787.3196 | David Camardelle, Mayor

Service Years: June 2016

Construction Costs: \$95,000



The Town of Grand Isle's existing levee system along its beach has experienced significant erosion due to recent storms in the Gulf of Mexico. As part of the Town of Grand Isle agreement with the United States Army Corp of Engineers (USACE), the town is responsible for maintenance and rehabilitation to the existing levee system. The existing levee system was designed and constructed by the USACE and consists of a polyuria coated geotextile tube with scour apron and anchor tubes with sand cover.

A 550 linear foot section of the existing beach levee experienced complete loss of sand coverage due to wave attack and scour on the beach side slope. To rehabilitate and stabilize this section of the levee system for future hurricane seasons, GIS followed the USACE's 2014 Amended and Updated Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual for the levee system. Damage to the geotextile tube and scour apron was repaired following the guidelines specified in the USACE's O&MM and the levee system was backfilled with sand on a 5H: 1V slope seaward and a 10 foot crown width as per the required design guidelines.

GIS coordinated with CPRA and USACE and throughout the project and was able to successfully complete the rehabilitation of the existing levee system at minimum cost and prior to the following storm season.



### RELEVANCE TO THIS CONTRACT

- Provide Engineering and Consulting
- Services for the design of the Project
- Prepare and provide necessary coordination and documentation in regards to the request for quotes from contractors.
- Assist owner in evaluation and recommendation of award.
- Provide necessary oversight, engineering during construction, and project management for the duration of the installation work.



## 8. Mitigation Dredging of Slip D

Cut Off, LA

**Greater Lafourche Port Commission**

985.787.3196 | Chett Chiasson, Executive Director

Service Years: June 2018

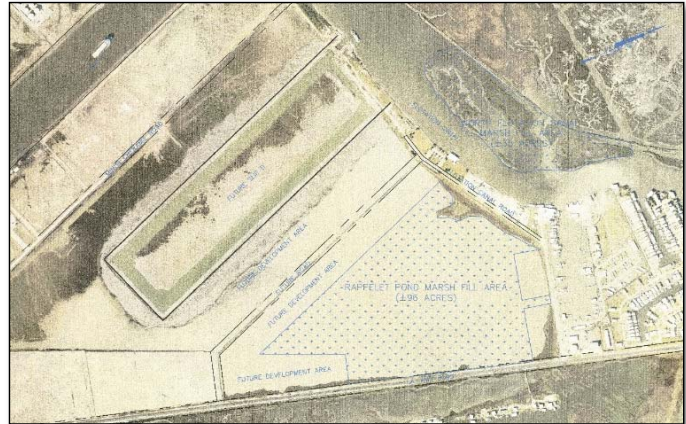
Construction Costs: \$1,502,801



GIS Engineering,  
LLC, provided

Coastal Engineering services to the Greater Lafourche Port Commission for creating a marsh area in the Rappelet Pond area in northern Port Fourchon, as well as additional marsh area north of the Flotation Canal. In 2015, the Port Commission began the permitting process to expand their port facilities footprint by creating Slip D. Slip D will be a 100' wide by 5000' long slip used to provide dockside services to the oil and gas industry in the northern Gulf of Mexico.

GIS Engineering, worked closely with the Port Commission to determine the elevations required to fill the open water areas to provide the proper amount of water to support marsh vegetation. Dredged material from the future Slip D was used beneficially to create the marsh areas. Additional planting is not anticipated, but will be done if necessary. GIS' work included preparation of plans & specifications, as well as construction engineering & inspection.



## RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Deepwater Channel Design
- Dredging/Marsh Creation via Beneficial Use
- Land Development (Elevated Embankment) in Coastal Marsh

Environment using Channel Shoring Models

- Environmental Impact Statement/NEPA Compliance
- Topographic & Bathymetric Surveying

## 9. Dredging of Area West of Slip A

Cut Off, LA

**Greater Lafourche Port Commission**

985.787.3196 | Chett Chiasson, Executive Director

Service Years: December 2002

Construction Costs: \$3,538,524



GIS Engineering, LLC, provided Coastal Engineering services to the Greater Lafourche Port Commission for creating a marsh area in the Part B Mitigation Area north of the Flotation Canal, as well as a Maritime Forest Ridge north of the Flotation Canal. In 1999, the Port Commission began the permitting process to expand their port facilities footprint by creating Slip A. Slip A is a 700' wide by 2000' long slip used to provide dockside services to the oil and gas industry in the northern Gulf of Mexico.

GIS Engineering, worked closely with the Port Commission to determine the elevations required to fill the open water areas to provide the proper amount of water to support marsh vegetation. Dredged material from Slip A was used beneficially to create the marsh areas. GIS' work included preparation of plans & specifications, as well as construction engineering & inspection.



### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Deepwater Channel Design
- Dredging/Marsh Creation via Beneficial Use
- Land Development (Elevated Embankment) in Coastal Marsh

- Environment using Channel Shoring Models
- Environmental Impact Statement/NEPA Compliance
- Topographic & Bathymetric Surveying



## Neel-Schaffer, Inc. | Representative Project Experience

### 10. Salt Aire Living Shoreline & Marsh Restoration, Mobile, AL

*Mobile County Commission, Environmental Department*

251.574.8606 | Eddie Kerr, P.E., Manager

Service Years: Currently in Construction Jan 2019

Construction Costs: \$6,388,733



Neel-Schaffer provided Coastal Engineering services to Mobile County for restoring and protecting the shoreline and marsh area along the western shore of Mobile Bay (AL), near the outlet of the East Fowl River. In 2016, Mobile County acquired the Salt Aire property and Goat Island. Rapid erosion in some locations has eroded as much as 300 feet in the last 20 years. To assist in the coastal engineering design, Neel-Schaffer performed hydrodynamic, wave, and morphology modeling to protect and restore this valuable coastline.



Moreover, the project utilized dredged fill, vegetative planting and incorporated inter-tidal wave attenuation structures designed specifically to encourage oyster reef development. Though the area has been known to have supported healthy oyster populations in the past, the populations have since been depleted. Thus, the project looks to ensure that oysters colonize the structures by pre-seeding the individual wave attenuation units with oyster larvae/spat. Neel-Schaffer's work included preparation of plans & specifications, as well as construction engineering & inspection.



### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Topographic & Bathymetric Surveying
- Vegetative Planting
- Wetland Restoration

## 11. CPRA-IDIQ – IDIQ Engineering Services for Coastal Protection and Restoration Authority-Calcasieu Ship Channel Salinity Control Measures, Calcasieu Parish, LA

*Coastal Protection and Restoration Authority-*

225.342.1477 | Katie Freer

Service Years: Ongoing, Still in Design phase, project began June 2018

Construction Costs: \$ N/A



Neel-Schaffer was selected by the Louisiana Coastal Protection and Restoration Authority for a three-year multiple task order award contract, from 2014-2016, and then was reselected for 2017-2019.

The latest project awarded to Neel-Schaffer was the Calcasieu Ship Channel Salinity Control (CSC) Measures Project (CS-65). The purpose is to limit salinities being introduced through the CSC into Calcasieu Lake and surrounding wetlands reducing rates of wetland loss. Through earlier planning and feasibility by CPRA, 14 features were selected that could meet the project objectives. These 14 were narrowed to 5. Neel-Schaffer is tasked to provide final engineering and design of 2 of the 5 features—



### RELEVANCE TO THIS CONTRACT

- Feasibility Study
- Project Initiation and Planning
- Review and Analysis of Existing Data
- Topographic & Bathymetric Surveying
- Vegetative Planting
- Wetland Restoration
- Dredging
- Shoreline Protection

## 12. St. Tammany Parish Coastal Master Plan

St. Tammany Parish, LA

St. Tammany Parish Government

985.898.2552 | Laura B Gatlin

Service Years: Finished Task I, working on Task II -III, Project began June 2018

Construction Costs: \$ N/A Still in Design Phase



Neel-Schaffer will analyze and update the GEC 2012 Northshore Hurricane and Flood Protection Study with newly completed and current proposed projects in the St. Tammany Parish Coastal Zone and gather information on multiple projects by different agencies and jurisdictions. A gap analysis will then be performed to identify new projects to further protect vulnerable areas, and a benefit/cost analysis of proposed projects will be completed to determine project viability and priority.



Our combined multi-disciplinary capabilities enable us to analyze and categorize coastal problems, suggest and evaluate alternative solutions, engage with the public and all project stakeholders to ensure the desired results, determine environmental and socioeconomic effects, recommend a course of action which best meets the needs of both the natural and human environments, and ultimately design, administer and monitor solutions to the problems.

### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Topographic & Bathymetric Surveying
- Vegetative Planting
- Wetland Restoration
- Cost Engineering



### 13. Bayfront Park Restoration

Mobile, AL

Mobile County Commission, Environmental Department

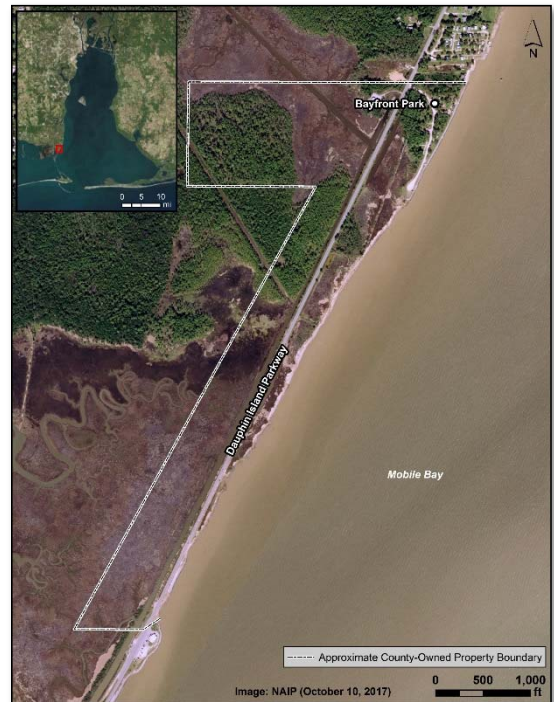
251.574.8606 | Eddie Kerr, P.E.-Manager

Service Years: Phase I currently underway, Phase II to begin in May 2019

Construction Costs: \$ N/A - still in Design phase



The Coastal portion of the Bayfront Park Restoration and Improvements Project on the Mobile Bay shoreline will involve restoring eroded marshland, restoring the adjacent shoreline, providing appropriate protection from waves, evaluating the project's suitability for beneficial use of dredged material, and installing features that would best improve the coastal portion of the park. Mobile County's property includes approximately 6,000 feet of sandy and marsh shoreline. Over the past several decades, this shoreline has eroded, and in some locations has retreated to the embankment of Dauphin Island Parkway.



### RELEVANCE TO THIS CONTRACT

- Project Initiation and Planning
- Review and Analysis of Existing Data
- Topographic & Bathymetric Surveying
- Marsh Creation
- Shoreline Protection
- Vegetative Planting
- Wetland Restoration
- Cost Engineering

## 14. Engineering Services -Bayou Mandeville Maintenance Dredging St. Bernard Parish, LA

*Coastal Protection and Restoration Authority-The Water Campus*

225.342.7308 | Jerry Carroll

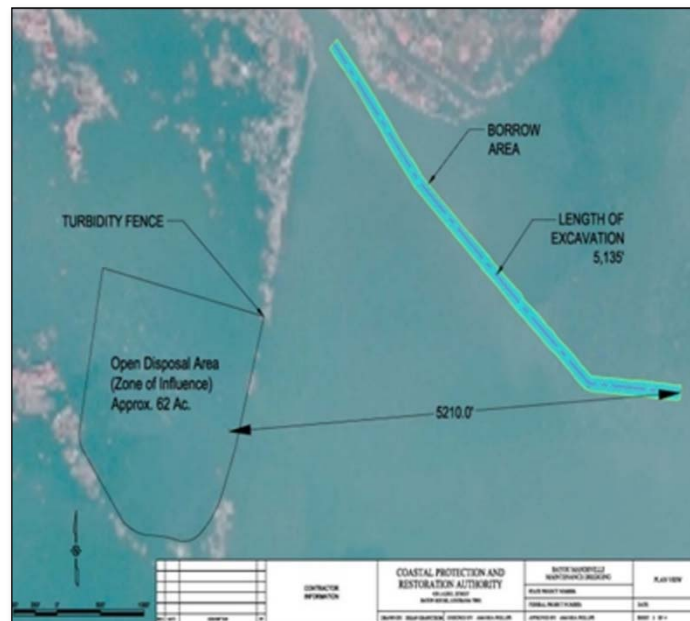
Service Years: Project on hold

Construction Costs: \$ Project on hold



This project included the beneficial use of dredge material from Bayou Mandeville located in St. Bernard and Plaquemines Parish. Project area includes a 1-mile long pre-existing access channel from Lake Lery into Bayou Mandeville with the disposal to supplement the Western Bank of Lake Lery.

- Project features include collection of new survey data in conjunction with review of previous project data.
- Coordination with local, state and federal agencies for permitting of dredging project with beneficial use components.
- Design of dredge template to allow for sufficient vessel movements within channel as well as design for marsh platform and sub-aquatic habitat development.



After the preliminary costs were developed, the CPRA determined that it would not proceed with the project. Completed work included the development of preliminary design features as well as the collection of hydrographic survey data. Development of the channel cross-sections, centerline, and channel edge boundaries were the final project deliverables.

### RELEVANCE TO THIS CONTRACT

- Conceptual Planning
- Coastal Engineering & Modeling
- Beneficial Use of Dredge Material
- Marsh Creation
- Provide Engineering and Consulting
- Coordination with local, state and federal agencies
- Final Engineering & Design



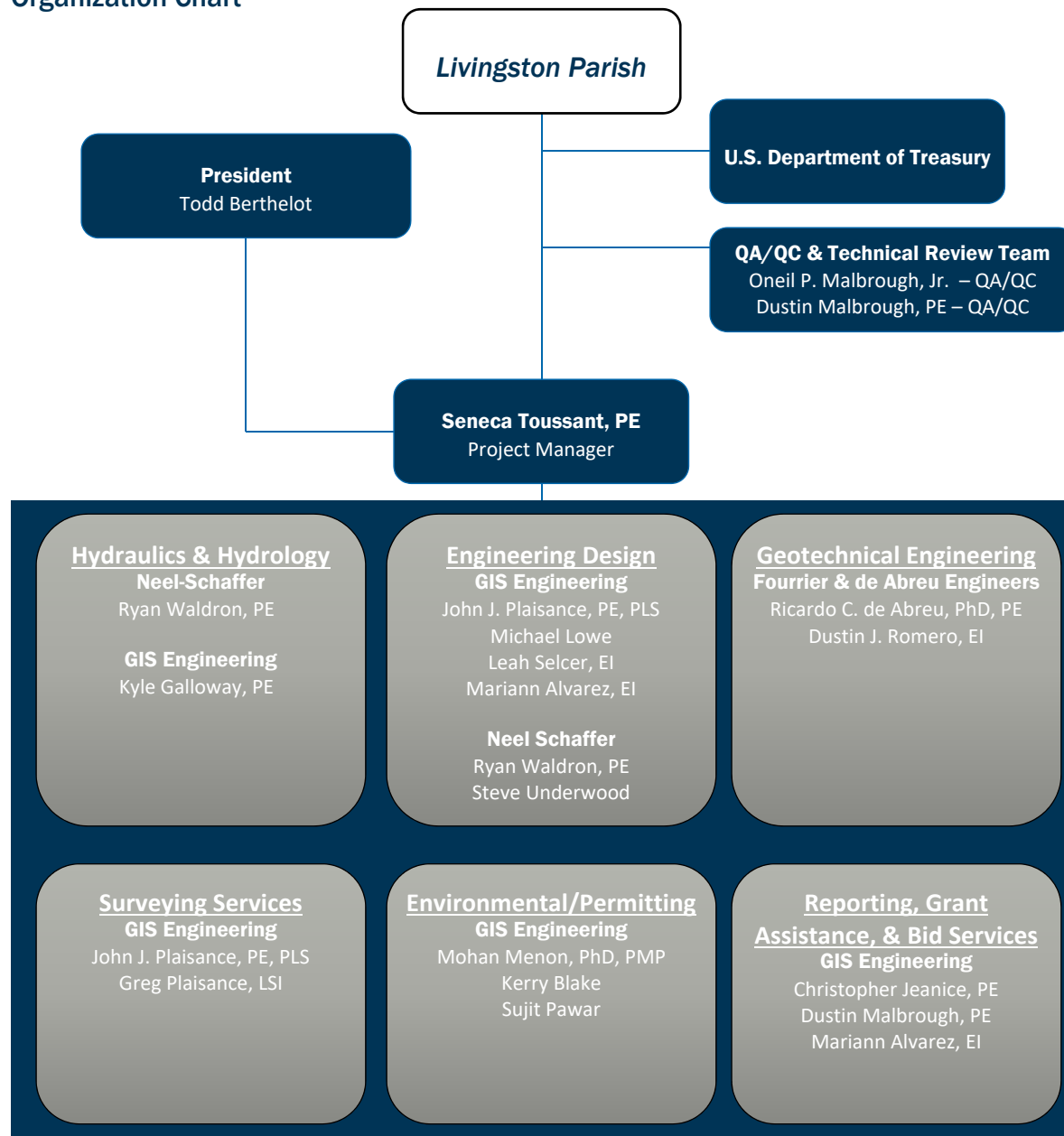
## IV. Personnel/Professional Qualifications

### a. Organization Plan and Staff Members

*Provide an organization plan for management of the project.*

GIS has assembled an experienced and qualified team for the project with the backgrounds and experience to successfully execute this project. Our proposed group of professionals from GIS, Neel-Schaffer and FDAE present a combination of experts in each of the required technical discipline areas such as dredging, marsh creation, wetland restoration, civil engineering, construction, program management and surveying. The organization chart below illustrates the organization of our proposed personnel.

#### Organization Chart



## b. Subconsultants

*Provide subconsultants.*

**GIS** is proud to offer a team of professionals with a proven track record of delivering high quality work and successful projects. Our team is composed of subject matter experts in all of the disciplines involved in this project and includes a group of highly qualified sub-consultant partners. WHPacific's sub-consultants **Neel-Schaffer, Inc. (Neel-Schaffer)** and **Fourrier & de Abreu Engineers (FDAC)** greatly enhance our local capabilities.



### **Neel-Schaffer, Inc. | Modeling (Hydrodynamic, Wave, Sediment Transport, and Morphology)**

Neel-Schaffer employs a highly qualified team of professionals skilled in a variety of coastal science and engineering disciplines. This multi-disciplinary approach allows for a more holistic blend of experience and services to meet every client's coastal needs.

A local presence ensures our work is informed and coordinated with the issues, governance, and opportunities unique to that region. As a result, we have been able to form effective partnerships with government agencies, non-profits, and other private companies, administering coastal initiatives to meet their needs and those of coastal communities.



### **Fourrier & de Abreu Engineers | Geotechnical Engineering and Materials Testing**

Founded in 2016 through the merger of Fourrier Consulting Engineers and Solo Environmental Consultants, Fourrier & de Abreu Engineers (FDAE) is a minority-owned company that maintains high standards for client satisfaction and provides innovative and cost-effective solutions. FDAE's business philosophy consists of a daily commitment to the ethics and principles of engineering, care for our employees, and dedication to our clients, all of which have made us the premier solid waste engineering company in Louisiana.

## c. Team Member Qualifications

*Provide qualifications of project team members shown in organization plan, including registrations and memberships.*

The roles of the team's key personnel are listed in the organizational chart below. Qualifications for these key members are listed further below.



### **Education**

B.S. Biological Engineering,  
Louisiana State University

### **Registrations**

P.E. LA #36080, MS #27447

SC #29375, TX #116275,

AL #32699

### **Total Years' Experience**

19 years

## **Seneca Toussant, P.E. – Project Manager**

Mr. Toussant is an accomplished Civil Engineer with over 19 years of consulting experience for an extensive and varied range of projects. His experience ranges from roadway and drainage design, water and wastewater systems design and preparation of planning documents, commercial and residential development and hydrologic and hydraulic studies. Mr. Toussant has been involved in projects from the initial planning stages, through design, to project coordination and construction inspection through final acceptance. He is registered as a professional civil engineer in nine states.

### **RELEVANT PROJECT EXPERIENCE**

#### **Port Fourchon Channel Deepening Project Section 203 Feasibility Study, Greater Lafourche Port Commission - Lafourche Parish, LA**

Mr. Toussant is the Engineering Lead, involved in Draft and Final Feasibility Report and Environmental Impact Statement (IFR-EIS) for improvements to the federal navigation project at Port Fourchon on behalf of GLPC. His responsibilities include developing the engineering appendix to address the engineering items that relate to the construction and maintenance of the tentatively selected plan (TSP). Engineering analyses were performed to develop costs and schedules of the general navigation features and environmental restoration comments of the federal project and those associated features needed to achieve project benefits. As this project consists of a channel enlargement feasibility study, parameters impacting construction, maintenance, and project stability and sustainability are evaluated and, in general, they encompass the hydrodynamic and geotechnical conditions and properties with the main focus is the channel design and dredged material disposal.

#### **Greater Lafourche Port Commission 2035 Master Plan - Port Fourchon, LA**

Mr. Toussant was responsible for the preparation of the Greater Lafourche Port Commission 2035 Master Plan. He defined the scope of the document and researched, collected and compiled existing data and information to develop and prepare the master plan. He prepared conceptual layouts and cost estimates for infrastructure improvements including dredging and fill placement estimates and the beneficial use of dredge material at the Port facility.

### **East West Channel Study - Port Fourchon, LA**

Mr. Toussant was responsible for the preparation of a study to determine the feasibility of dredging and maintaining access between Port Fourchon and the Port of Terrebonne. The study included determining the costs and benefits of dredging the East-West Channel across Terrebonne Bay to connect Bayou Lafourche to the Houma Navigation Channel to provide better access between the Port Fourchon and the Port of Terrebonne. His tasks involved research, preparing figures and alignments in AutoCAD, to develop conceptual cost estimates and beneficial use of dredge material.

### **Point Chevreuil Shoreline Protection Project - St. Mary Parish, LA**

Mr. Toussant prepared construction documents for a shoreline protection project at Point Chevreuil along the southeastern shoreline of East Cote Blanche Bay in St Mary Parish. The project consisted of the design and placement of artificial oyster rings for the protection of eroding shoreline caused by open water fetch and resulting wave energy from East Cote Blanche and Atchafalaya Bays. He prepared plans and specifications to allow for construction of the project.

### **Deer Island Pass Realignment - St. Mary Parish, LA**

Mr. Toussant prepared preliminary plans for the Deer Island Restoration project in St Mary Parish. This project consists of dredging the channel across the shallow flat at the mouth of Deer Island Bayou to improve water and sediment flow through Deer Island Pass and provided the creation of 30 acres of marsh through the beneficial use of the dredge material. He was responsible for the sizing and design of the marsh creation cells and preparation of construction documents for the project.

### **Long Distance Sediment Pipeline Phase I Feasibility Study - Terrebonne Parish, LA**

Mr. Toussant assisted in the preparation of a feasibility study for a 40-mile pipeline from the Atchafalaya to deliver sediment to three proposed disposal areas in Terrebonne Parish. His tasks involved pipeline and pipe design, booster station sizing and locations, preparing figures and alignments in AutoCAD, developing conceptual cost estimates for the sediment conveyance portion of the study.

### **Hurricane Protection Study Ridge Levee Protection System, Lafourche Basin Levee District - Vacherie, LA**

Mr. Toussant prepared conceptual alignments for the study and evaluation of an approximately two hundred mile ring levee system to provide flood protection to local communities in Lafourche and St Charles Parishes. The conceptual design consisted of ring levee alignments, the hydraulic design and preparation of cost estimates for proposed pump stations and levees.

**Education**

B.S. Civil Engineering,  
Louisiana State University

**Registrations**

P.E. LA #36779

**Total Years' Experience**

10 years

**Dustin Malbrough, P.E. — Quality Assurance/Quality Control**

Mr. Malbrough is a registered Professional Engineer more than 12 years of Engineering, Design & Construction Management experience, working on large scale Coastal Protection, Restoration, and Comprehensive Flood Control infrastructure projects in southeast coastal Louisiana that included dredging design & construction; fill placement and containment; shoreline protection and dune construction; marsh and aquatic restoration; and ridge construction/restoration. Has successfully managed the design & construction on more than \$100M in projects that serving the protection and restoration efforts in Terrebonne & Lafourche Parishes via Morganza to the Gulf Hurricane Risk Reduction System and the design of saline marsh creation (complying with federal and state of Louisiana standards) around Port Fourchon employing beneficial use of dredged material from the proposed port deepening.

**RELEVANT PROJECT EXPERIENCE****Port Fourchon Channel Deepening Project Section 203  
Feasibility Study, Greater Lafourche Port Commission -  
Lafourche Parish, LA**

Mr. Malbrough is the Client Program Manager, responsible for the delivery of a U.S. Army Corps of Engineering Section 203 Feasibility Report and Environmental Impact Statement addressing the Port's channel deepening. The project and feasibility report (required for federal authorization) consist of three major components: Engineering (design), Economic (benefits and costs), and Environmental (impacts and mitigation) evaluation. Under Mr. Malbrough's leadership and management, this complex comprehensive study and the presentation of the report is being completed in just over 2 years (much shorter and more efficient than a typical Corps of Engineers study) and under its original budget. The focus of this report is dredging (deepening) the port's channel for navigation, i.e. the economic engine of the region. In coordination with the vision and mission of the Greater Lafourche Port Commission (study sponsor), this report details a pathway where industry and environment complement each other for the benefit of our nation and state's coastal land loss crisis. This project proposes to use all the material dredged from the channel deepening and subsequent annual maintenance to help restore land lost by augmenting and maintaining the shoreline and marsh creation. Over the projected 50 year evaluation period for this report, this project will create more than 7500 acres of critical marsh habitat.



### **Lower Reach F Ridge/Levee Alignment Project, Terrebonne Levee & Conservation District - Terrebonne Parish, LA**

Mr. Malbrough served as the Project Manager and the Designer of Record for the Lower Reach F Ridge/Levee Alignment Project. The project consisted of the design and construction of 1-mile of earthen embankment (levee) consisting of dredging, on-site material processing, testing and placement of nearly 500,000 cubic yards of material dredged from the Houma Navigation Canal. This dredged material was placed directly adjacent to the Houma Navigation Canal in open water creating valuable and habitat producing wetlands. Though challenging due to site conditions and limited space for material processing, the project was successfully completed within the desired timeline of the client. To protect and sustain the newly created wetlands, Rip Rap (by barge) was placed along the adjacent channel side of the Houma Navigation Canal, spanning the entire length of the alignment. This project is a part of the Morganza to the Gulf Risk Reduction System, a critical state & local funded project within the State's 2017 Master Plan.

### **Upper Reach F Ridge/Levee Alignment Project, Terrebonne Levee & Conservation District - Terrebonne Parish, LA**

Mr. Malbrough served as Project Manager and Designer of Record and successfully designed and managed the construction of nearly 3-miles of earthen embankment (levee) consisting of off-site excavation, material processing, testing, hauling and placing of 1.1 Million cubic yards of fill material. This fill material was placed directly adjacent to the Houma Navigation Canal just south of Falgout Canal road in open water/marsh conditions. This project also contained a shoreline protection component where the placement of Rip Rap (Hauled-In by Truck) along the adjacent channel side of the Houma Navigation Canal spanned the entire length of the alignment. This project is a part of the Morganza to the Gulf Risk Reduction System and was completed on time and within budget without disruption or violation of federal, state or parish laws.

### **Upper Dularge East Ridge/Levee Alignment Project, Terrebonne Levee & Conservation District - Terrebonne Parish, LA**

Mr. Malbrough served as Project Manager and Designer of Record and successfully designed and managed the subject hurricane storm damage risk reduction project. This project involved installing a combination of side-cast borrow material dredged from an adjacent source and off-site excavated and hauled acceptable source material to construct a 4 mile reach of earthen embankment to an EL +8.0 meeting storm resistance and environmental standards. This embankment/ridge alignment was designed to be constructed along the wet/non-wet interface along Eastern Bayou Dularge, north of Falgout Canal Road to Prevost Canal to provide a redundant line of protection for the residents of Dularge, inside the alignment of Morganza to the Gulf hurricane risk reduction project.

### **2016 Mississippi River High Water Event – Emergency Ridge/Levee Rehabilitation Project, Terrebonne Parish Consolidated Government - Terrebonne Parish, LA**

Mr. Malbrough served as Project Manager and Engineer of Record and was responsible for managing construction of a 6 mile long earthen levee ranging between EL +5 to +7 project by side-cast dredging and off-site excavation haulage on time and within budget without disruption nor violation of federal, state or parish laws.



### Education

B.S. Geology, Kerala University

M.S. Geology, Kerala University

Ph.D. Environmental Geoscience, Jawaharlal Nehru University

### Registrations

P.G. LA #1217

P.M.P. LA #1819242

### Total Years' Experience

24 years

### Mohan Menon, PhD, PMP, PG - Sr. Environmental Scientist, NEPA & Permitting

Dr. Mohan has over 25 years of permitting and project management experience and is a certified Project Management Professional (PMP), and Wetland Delineator. Dr. Menon is also a certified Professional Geoscientist. He has extensive technical experience with ecosystem restoration and protection projects including planning support, policy/strategy analysis, stakeholder program/public outreach technical reviews and presentations. He is an expert in Permitting & Regulatory Compliance including NEPA documentation and mitigation planning, with over 15 years of experience in stakeholder coordination/public involvement.

### RELEVANT PROJECT EXPERIENCE

#### Port Fourchon Channel Deepening Project Section 203 Feasibility Study, Greater Lafourche Port Commission - Lafourche Parish, LA

Dr. Menon is the NEPA Lead, involved in Draft and Final EISs and engages with environmental agencies and other stakeholders.

#### Atchafalaya River Long Distance Sediment Pipeline Feasibility Study – Phase I, Louisiana Department of Natural Resources (LDNR) and Coastal Protection & Restoration Authority (CPRA) - Terrebonne Parish, LA

Dr. Mohan managed the Feasibility Study for extensive project footprint of 40 Miles of pipeline to convey over 50 million cubic yards of sediments from Atchafalaya River to Terrebonne Parish.

#### Louisiana Comprehensive Master Plan For A Sustainable Coast, LDNR - LA (statewide)

Dr. Mohan assisted in developing a \$50 Billion comprehensive strategy addressing the protection and restoration of the coastal area. He worked closely with Federal, state, and local agencies and political entities, and led a team of 75-80 to assist State of Louisiana in developing the 2007 Master Plan in 16 months.

#### Coast-Wide Reference Monitoring System – Wetlands, LDNR & CPRA – LA (Statewide)

Dr. Mohan directed a \$13 million, three-year program to establish approximately 320 sampling stations along the Louisiana coastal zone working with both LDNR and CPRA. He led the development and implementation of QA/QC protocols, and employed a highly effective health and safety program for field intensive tasks.

### **The Innovative Dredging Initiatives, CPRA - LA**

Dr. Mohan assessed the alternative dredge contracting techniques and bidding methods recommending optimum approach to reducing construction costs and streamlining CPRA's Master Plan projects. He developed the inland marsh restoration plan, clustering multiple construction projects for effective implementation

### **Louisiana Master Plan 2012 Update – Environmental Compliance Policy, CPRA - LA**

Dr. Mohan developed a strategy/approach for the Master Plan Update for compliance with the NEPA requirements.

### **Great Lakes Fishery & Ecosystem Restoration, USACE Buffalo District**

Dr. Mohan reviewed restoration plans by focusing on conformance of the approved design and appropriate technical criteria for function, reliability, and safety as per USACE requirements and guidelines.

### **Bayou Dularge Flood Protection Levee Mitigation & Monitoring Plan, Terrebonne Levee & Conservation District - LA**

Dr. Mohan analyzed seventeen mitigation options as part of the permitting process, selecting and developing a freshwater diversion project. This project was effective and saved the client costs in creating marsh, which was a preferred alternative.

### **Pipeline Corridor Permitting, Enlink/Midstream/Praxair/Williams/NRG/Other Confidential Clients - LA**

Dr. Menon led the fatal flaw analyses were carried out by desktop measures for the feasibility of constructing several miles of pipelines. Permit applications were prepared and submitted. Project components included: River and stream crossings, Road crossings, Wetlands, Impacts on T/E species, Essential fish habitat, Groundwater, and Cultural/historic site.

### **Timbalier Island Oil & Gas Field Operation Permitting, Maritech, Inc. - LA**

A permitting strategy was developed to conceive and develop an acceptable approach to spread and place the dredge material. A field-wide maintenance dredging permit was obtained along with a state accepted short- and long- term operations plans.

### **Expert Witness - LA**

Reviewed Plaintiff's wetland restoration plans. Developed sustainable and practical wetland restoration projects that are consistent with principles and objectives of Louisiana Coastal Protection and Restoration Master Plan.



## Education

B.A. Anthropology &  
History, University of  
Arizona

M.A. Anthropology,  
Washington State  
University

## Registrations

Register of Professional  
Archaeologists #16361

Oregon DOT Qualified  
Archaeologist

Oregon Qualified Cultural  
Resources Consultant

Society for American  
Archaeology

## Total Years' Experience

15 years

## Karry Blake, MA, RPA - Environmental Project Manager & Sr. Archaeologist, WHPacific, Inc. (affiliate of GIS Engineering, LLC)

Ms. Blake has more than 18 years of experience in cultural resource management. Her experience includes leading complex archeological projects with in-depth reporting deliverables. She has extensive experience working under federal and state compliance legislation including Native American Graves Protection and Repatriation Act (NAGPRA), National Environmental Policy Act (NEPA), Archaeological Resources Protection Act (ARPA), National Historic Preservation Act (NHPA), and American Indian Religious Freedom Act (AIRFA); as well as permitting and curation regulations.

Ms. Blake has conducted archeological site surveys, site recordings, condition assessments, National Register of Historic Places (NRHP) evaluations, archaeological testing, archaeological data recovery, and technical report writing and editing. Additionally, she has experience monitoring and managing cultural resource compliance during transportation and construction projects including, but not limited to Section 106 of the National Historic Preservation Act (NHPA). Her technical expertise includes palynology and lithic analyses for understanding prehistoric modification of landscapes in relation to settlement and subsistence strategies. She has extensive experience with analysis of hunter-gatherer-fisher and agricultural societies' flaked and ground stone assemblages.

## RELEVANT PROJECT EXPERIENCE

### Port Fourchon Channel Deepening Project Section 203 Feasibility Study, Greater Lafourche Port Commission - Lafourche Parish, LA

Ms. Blake served as an internally quality control reviewer for the Channel Deepening Study Environmental Impact Statement (EIS). She conducted a technical review of the EIS and coordinated further review by subject matter experts.

### Warm Springs Fire Management Project Cultural Resources Survey - Warm Springs, OR

Ms. Blake is the project manager and supervising archaeologist for the cultural resources survey of 6,000 acres of tribal land. Ms. Blake developed the research design and survey methodology to efficiently complete the survey based upon the existing probability model formulated by the Tribe. She supervises and manages the implementation of the research and survey design, budget, and staffing for this work.



### **Warm Springs Forestry Project Cultural Resources Survey - Warm Springs, OR**

Ms. Blake is the project manager and supervising archaeologist for the cultural resources survey of 4,000 acres of tribal land. Ms. Blake developed the research design and survey methodology to efficiently complete the survey based upon the existing probability model formulated by the Tribe. She supervised and managed the implementation of the research design, budget, and staffing for this work. Ms. Blake contributed to the technical report and conducted the technical editing to ensure accuracy and quality reporting

### **Nrhp Evaluation Testing Of Six Sites For The Black Cap li Solar Project - Lakeview, OR**

Ms. Blake, was the supervising archaeologist for the National Register of Historic Places (NRHP) testing of six archaeological sites impacted by planned solar development. As the Oregon qualified archaeologist, Ms. Blake developed the research design and testing methodology to efficiently sample the sites for eligibility per Section 106 criteria and obtained the excavation permit. She supervised and participated in the implementation of the research design. Ms. Blake wrote the technical report and NRHP recommendations based upon the excavation results.

### **Environmental And Historic Preservation Tac Reviewer, FEMA 4258-DR-OR**

Ms. Blake was part of a team of technical specialists assigned to complete the environmental and historic preservation review for project worksheets completed as part of the grant process for the Presidentially declared disaster 4258-DR-OR. This included initial site inspections, reviewing project worksheets, completing consultation packages, and advising the Public Assistance group on state and federal cultural resources laws.

### **Anaarraq Exploration Road Project, Red Dog Mine - Northwest Arctic Borough, AK**

Ms. Blake was archaeologist for the 1,942-acre survey in the southern foothills of the De Long Mountains of Alaska. This work was conducted in compliance with Section 106 regulatory environment, state law, and land use agreement with NANA in preparation for future mine expansion.

### **Ms-10 Windfarm Project, Red Dog Mine - Northwest Arctic Borough, AK**

Ms. Blake was archaeologist for the 905-acre survey in the southern foothills of the De Long Mountains of Alaska. This work was conducted in compliance with Section 106 regulatory environment, state law, and land use agreement with NANA in preparation for the development of a windfarm.

### **Dd-2 Quarry Expansion Project, Red Dog Mine - Northwest Arctic Borough, AK**

Ms. Blake was the field supervisor for the archaeological survey of 46-acre parcel proposed for use to expand the DD-2 materials source at Red Dog Mine. This work was conducted in compliance with Section 106 regulatory environment, state law, and land use agreement with NANA.

### **Trilogy Metals Arctic Pit And Facilities Development Project - Bornite, Northwest Arctic Borough, AK**

Ms. Blake was the supervising archaeologist for the 530-acre survey in the Upper Kobuk Mineral Project of Alaska. This work was conducted in compliance with state law and land use agreement with NANA in preparation for future mine development.

### **Batwater Station Survey - St. Helens, OR**

Ms. Blake served as field supervisor for documentation of a historic building, conducted pedestrian survey and subsurface testing of the 26-acre Batwater Station parcel..



### **Education**

M.S. Civil Engineering,  
Massachusetts Institute of  
Technology

B.S. Civil Engineering,  
Louisiana State University

### **Registrations**

P.E. LA #24038

P.L.S. LA #4669

### **Total Years' Experience**

34 years

## **John J. Plaisance, II, PE, PLS – Senior Civil Engineer/ Survey Lead**

Mr. Plaisance is the Director of Operations of GIS Engineering - Galliano and is in charge of all day to day operations of the branch. He is a Louisiana Registered Civil Engineer and a Licensed Land Surveyor Mr. Plaisance has designed a wide variety of projects worth over twenty five million dollars over the last ten years. Some of his projects include port facilities such as bulkheads, dredging, and warehouses; utility improvements such as water lines, booster stations, and sewer systems; drainage improvements such as pump stations, flood walls, and piping; roadway improvements; subdivisions; office buildings; and recreational facilities such as pavilions and boat launches.

Mr. Plaisance has had extensive education in all aspects of Civil Engineering, with special attention focused on structural engineering, bridge design, steel and concrete design.

### **RELEVANT PROJECT EXPERIENCE**

#### **Mitigation Dredging Of Slip D, Greater Lafourche Port Commission - Fourchon, LA**

The Mitigation Dredging of Slip D project was completed in June 2018. The construction cost was \$1,502,800. It included 434,300 cubic yards of dredged material. This material was used to create approximately 126 acres of marsh in the former Rappelet Pond area and approximately 35 acres of marsh in the North Flotation Canal area. These new marsh areas were used by the Greater Lafourche Port Commission to offset the development of the industrial area surrounding Slip D.

#### **Dredging Of Area West Of Slip A, Greater Lafourche Port Commission - Fourchon, LA**

The Dredging of Area West of Slip A project was completed in December 2002. The construction cost was \$3,538,500. It included 2,174,900 cubic yards of dredged material. A portion of this material was used to create approximately 214 acres of marsh in the Part B Mitigation Area north of the Flotation Canal and approximately 28 acres of a Maritime Forest Ridge north of the Flotation Canal.

#### **1999 Dredging Of Belle Pass, Greater Lafourche Port Commission - Fourchon, LA**

The Dredging of Belle Pass - 1999 project was completed in April 2000. The construction cost was \$1,464,700. It included 702,600 cubic yards of dredged material. This material was used to strengthen the beach head west of Belle Pass. The material used for this project represented a beneficial use of the spoil from a maintenance dredging project of Belle Pass.

### **Education**

M.S. Civil Engineering,  
University of New Orleans

B.S. Civil Engineering,  
Louisiana State University

### **Registrations**

P.E. LA #39647

### **Total Years' Experience**

8 years

## **Christopher Jeanice, P.E.- Civil Engineer**

Christopher Jeanice is a professional engineer registered in Louisiana, with 7 years of engineering experience in civil and flood protection projects, which includes project management, construction administration, engineering and design, design reports, and developing operation and maintenance plans. The majority of this experience has come from working with Terrebonne Parish Consolidated Government and Terrebonne Levee & Conservation District on flood protection projects.

### **RELEVANT PROJECT EXPERIENCE**

#### **Upper Reach F Levee Alignment Project, TLCD, Dulac, LA**

Mr. Jeanice performed construction and project management duties for the Upper Reach F levee alignment project consisting of review of pay applications, submittals and RFI's, conduct progress meeting between contractor and owner, perform site visits, review and monitor all required field testing, and manage project budget.

#### **Ward 7 Levee Improvement Project, Chauvin LA**

Mr. Jeanice assisted in the design, design reports and project specifications for Ward 7 Levee projects. During the construction phase, he is performing construction and project management duties.

#### **East Houma Surge Levee, Houma, LA**

Mr. Jeanice assisted in project management, project inspection, and various calculations during project for East Houma Surge Levee (Future Thompson Road Extension) project. He also performed construction management duties such as review pay applications, submittals, RFI's, and coordinate with contractor on various items during construction.

#### **Inner Harbor Navigation Canal (IHNC) Lake Borgne Surge Barrier, USACE New Orleans District, New Orleans, Louisiana**

Mr. Jeanice performed CAD assistance on various drawings needed. He also assisted in various calculations for the IHNC project.

#### **Reach F-1 Levee Alignment Project, TLCD, Dulac, LA**

Mr. Jeanice performed construction management duties for the Reach F-1 levee alignment project consisting of review of pay applications, submittals and RFI's, conduct progress meeting between contractor and owner, perform site visits, review and monitor all required field testing.

#### **Ashland Solid Waste Facility Repairs, Houma, LA**

Mr. Jeanice performed all CAD design work and drawings for Ashland Solid Waste Facility Repairs project that included installation of support beams and knuckle boom cranes. He also put together bid package and project specifications for Ashland Solid Waste Facility Repairs project.

**Reach F-1 Levee Alignment Project, TLCD, Dulac, LA**

Mr. Jeanice performed construction management duties for the Reach F-1 levee alignment project consisting of review of pay applications, submittals and RFI's, conduct progress meeting between contractor and owner, perform site visits, review and monitor all required field testing. a beneficial use of the spoil from a maintenance dredging project of Belle Pass.

**Ashland Solid Waste Facility Repairs, Houma, LA**

Mr. Jeanice performed all CAD design work and drawings for Ashland Solid Waste Facility Repairs project that included installation of support beams and knuckle boom cranes. He also put together bid package and project specifications for Ashland Solid Waste Facility Repairs project. He performed construction management duties such as review pay applications, submittals, shop drawings, and RFI's.

**Ashland Solid Waste Pickup Facility Weigh Scales and Administration Building, Houma, LA**

Mr. Jeanice coordinated with the client during the preliminary phase on project budget and design aspects of the project. He prepared the design reports, construction cost estimate, and bidding documents including technical specifications and construction drawings. He performed and coordinated the design for this project, which includes site drainage, concrete site pavement, pile supported building foundation, and site (earth) work. He currently serves as construction manager/project engineer during the construction phase and coordinates with client and contractor and performs construction management duties.

**Fire Damage Emergency Response, Schlumberger, Houma, LA**

Mr. Jeanice performed tasks as a part of a design and emergency response team in response to major fire damage at a Schlumberger complex. These tasks included structural work of designing temporary bracing and stability of the structure to allow personnel to retrieve tools and equipment.

**Rock/Barge Plan, Grand Isle, Jefferson Parish, Louisiana**

In effort to fight the oil spill, barges and rigid pipe boom were designed and placed in specific locations to catch incoming oil. As Field Engineer/Inspector, Mr. Jeanice helped coordinate with tug captains and survey crews where to place barges. He also assembled daily reports along with pictures and videos.



**Education**

M.E. Civil Engineering

B.E. Civil Engineering

**Registrations**

N/A

**Total Years' Experience**

4 years

**Sujit Pawar- Environmental Scientist**

Mr. Pawar has more than four years of environmental and permitting experience. He has assisted in all aspects of environmental studies including collection of data, research and coordination with permitting agencies and permitting including USACE and LDNR.

**RELEVANT PROJECT EXPERIENCE****Integrated Feasibility Report And Environmental Impact Statement (IFR-EIS) For Improvements To The Federal Navigation Project At Port Fourchon, Lafourche Parish, LA**

Mr. Pawar is assisting in preparation of the Environmental Impact Statement for the Integrated Feasibility Report and Environmental Impact Statement for Port Fourchon. His tasks includes collection and compilation of data related to various aspects of the feasibility study especially environmental and economic.

**Grand Isle 8-Year Maintenance Permit, Grand Isle, LA**

Mr. Pawar prepared a permit application and reviewed permit drawings for submission to LDNR for issuance of Coastal Use Permit for maintenance of two levee reaches in Grand Isle. The application is for the maintenance approximately 7,200 linear feet of the flood protection levee.

**East Coteau / Bayou Blue Sewer Holding Basin Dredging, Houma, LA**

Mr. Pawar prepared the preliminary report and estimation of dredging quantities and permits for dredging to be carried out in a sewer holding basin to improve the storage capacity of the holding basin.

**Bulkhead Installation And Maintenance Dredging Permits, Port Of Iberia, New Iberia, LA**

Mr. Pawar prepared a permit amendment to the existing permit that was to expire for the future maintenance of the installed bulkheads at the port.

**TPC Spoil Displacement- Pilot Project, TLCD, Dulac, LA**

Mr. Pawar prepared the permit application for a pilot project in the Houma Navigation Canal to determine the effectiveness of spoil displacement using alternative methods to achieve authorized dredge depth for a length of 14,000 linear feet.



### **Education**

BS Civil Engineering | 2010

MS Civil Engineering | 2016

Coastal Certificate | 2016

### **Registrations**

EI LA # 32647

### **Total Years' Experience**

6 years

## **Mariann Alvarez, EI - Civil Engineer**

Ms. Alvarez is an engineer intern registered in Louisiana, with 6 years of engineering experience in civil and flood protection projects, which includes engineering and design, development of engineering calculations and design reports, development of technical and project specifications, and performance of detailed engineering cost estimates, and developing operation and maintenance plans. Ms. Alvarez also has experience in levee design, specifically on the performance of slope stability analyses, facilitated by the Slope/W computer program. The majority of this experience has come from working with Terrebonne Parish Consolidated Government and Terrebonne Levee & Conservation District on flood protection projects.

Ms. Alvarez is also currently pursuing a master's degree in Civil Engineering, with specialization in Geotechnical Engineering. She is also pursuing a graduate certificate in Coastal Engineering.

### **RELEVANT PROJECT EXPERIENCE**

#### **Ward 7 Levee Improvements, Marsh Creation Project For The Mitigation Of The Lower Ward 7 Levee, CHAUVIN LA**

Ms. Alvarez assisted in the preliminary, design and final phases for this marsh creation project. During design phase, she assisted with geotechnical data review, development of preliminary and final calculations for cost and bid purposes. During the construction phase, she performed several construction and admin duties including review of pay applications, submittals and RFIs, prepare and conduct progress meetings between contractor and owner.

#### **Deer Island Channel Dredging - St. Mary Parish, LA**

This project consisted of dredging the channel across the shallow flat at the mouth of Deer Island Bayou. Ms. Alvarez assisted the lead engineer during the final design phase in the development of final plans and specifications. Ms. Alvarez performed basic "E.I." duties including detailed engineering calculations, final estimation of quantities, and final cost estimates. She also provided assistance to the lead engineer during bidding and construction phases.

#### **Whiskey Island Sand Retention & Protection Project - Terrebonne Parish, LA**

Ms. Alvarez assisted in the study and report phase for this whiskey island sand retention project. During this phase, Ms. Alvarez assisted the lead engineer on gathering background and current data for Whiskey Island, including previous projects and studies. Background information included feasibility studies performed by local and federal authorities such as CPRA and USACE. Ms. Alvarez also assisted in the development of a preliminary report where the project main objectives, coastal modeling and engineering analyses results and other pertinent information



## **Education**

MS, Environmental  
Engineering, Tulane  
University

BS, Engineering Science,  
Nicholls State University

## **Registrations**

Registered Environmental  
Manager

## **Total Years' Experience**

40 years

## **Oneil P. Malbrough Jr, REM – Quality Assurance/Quality Control**

Mr. Malbrough has more than 40 years of environmental consulting experience that includes site development projects, levee projects, flood control projects, navigation projects, hurricane protection projects, and coastal restoration projects. His extensive experience with the regulatory process and relationships with agencies like, Louisiana Department of Natural Resources and US Army Corps of Engineers (USACE) allows him and his staff to be very proficient in the application for permits, environmental assessments and NEPA compliance for projects in the Coastal Zone of Louisiana. He has proven to be a great asset when complex environmental issues arise on projects in environmentally sensitive areas. For the past 25+ years, he led many coastal protection and restoration projects in Terrebonne Parish. These projects were planned, designed and constructed in the most environmentally sensitive areas of Louisiana. This coastal and environmental compliance experience has given him the expertise, skill and insight required to provide thorough and accurate results for the successful planning, permitting, execution and delivery of projects.

## **RELEVANT PROJECT EXPERIENCE**

### **Town of Grand Isle (TOGI) & Vicinity Project**

Mr. Malbrough led his environmental, design, and construction management staff in serving TOGI in completing Emergency Repairs to a portion of the Grand Isle and Vicinity Beach Erosion and Hurricane Protection The project, located on the western end of the island, had to be rapidly planned, coordination with the state and federal agencies (CPRA and USACE, respectively) in regards to the approach, design, and implementation of the repair section. The planning, permitting and design was initiated and completed in less than 45 days and bid for construction. The project was completed on August 2, 2017.

### **Morganza to the Gulf Hurricane Protection Project**

In the early 1990's Mr. Malbrough was the Principal Lead for the Local Sponsors, Terrebonne Levee & Conservation District and LA-DOTD in a USACE Feasibility Study for the Morganza to the Gulf Project which was eventually authorized by Congress in 2007 and again in 2014

### **Jefferson Parish (JP) Comprehensive Coastal Master Plan**

In 1992 Mr. Malbrough led a team of coastal engineers and scientists to produce a Coastal Master Plan for JP. In 2002 and 2012 Mr. Malbrough led his team to update the Plan with current and new projects.



## Education

Master's Cert., Coastal  
Engineering, Old Dominion  
University

BS, Civil Engineering,  
Louisiana State University

## Registrations

PE LA #40317

## Total Years' Experience

8 years

## Kyle Galloway, PE - Civil Engineer/Hydraulics & Hydrology

Mr. Galloway is a proven leader and manager with eight years of experience in civil engineering and leadership of complex organizations. He is a licensed engineer with strong technical skills in storm water management, hydrologic and hydraulic modeling, utility design, and civil site design. After the floods of August 2017, Mr. Galloway performed additional modeling to help the City address risk areas, delivering floodmaps within hours. He is an experienced military leader with a history of success in positions of increasing responsibility including command of a National Guard company of over 150 equipment operators, maintenance technicians, supply personnel, and support staff.

## RELEVANT PROJECT EXPERIENCE

### Hagan-Lafitte Drainage Upgrades And Green Infrastructure – New Orleans, LA

Mr. Galloway oversaw the design of street corner rain gardens and pervious sidewalks, including streetscaping details, cross-sections, and planting plans. He also assisted with modeling the existing and proposed drainage network using EPA's Storm Water Management Model to inform design and FEMA's Benefit Cost Analysis.

### Lakeview Drainage Upgrades And Green Infrastructure – New Orleans, LA

Mr. Galloway oversaw the hydrologic and hydraulic modeling and design of upgraded urban storm sewer in the Lakeview neighborhood of New Orleans. He and his team modeled the existing and proposed drainage network using EPA's Storm Water Management Model to inform design and FEMA's Benefit Cost Analysis. He also coordinated for survey, oversaw the production of construction documents for the drainage improvements, and advised the client on integration between "green infrastructure" storm water features.

### Drainage Pump Station #5 – New Orleans, LA

Mr. Galloway performed the civil site design and discharge pipe design for a 600 CFS expansion of Drainage Pump Station #5 in the Lower Ninth Ward of New Orleans. The work included siting the new building, designing the grading plan, analysis of the driveways using AutoTURN, integration of the discharge pipes with existing structures, development of system curves, and assisting with pump selection.

### Tidewater Road – Venice, LA

Mr. Galloway performed the roadway geometric design for approximately 10,000 LF of roadway replacement on Tidewater Road, a key access and evacuation route for marinas and oil and gas facilities in Venice, LA. The work included geometric design, culvert design, and coordination with utilities.



**Education**

B.S. 1976 Civil Engineering

**Registrations**

N/A

**Total Years' Experience**

36 years

**Michael Lowe- Civil Engineer**

Mr. Lowe has more than 36 years of experience in project management, emergency management and operations management with the US Army Corps of Engineers. His extensive experience includes project management, sediment dredging, sediment disposal, and USACE permitting.

**RELEVANT PROJECT EXPERIENCE****Corps of Engineers, New Orleans District. Supervisory Civil Engineer/Operations Manager**

Managed the navigation mission for the Atchafalaya River and the Federally authorized section of the Atchafalaya River, Bayou's Chene, Boeuf and Black. Reviewed hydrographic surveys and initiated dredging contracts to ensure navigation channels are clear of sediment to authorized depth. Utilized both fixed unit price contracts and leased dredge contracts for dustpan and cutter head dredges to accomplish the work. Reviewed regulatory Section 408 permits for proposed work in the vicinity of flood control and navigation projects in the Atchafalaya floodway and navigation channel. Supervised directly and indirectly 38 personnel, comprised of professional, non-professional supervisors, and wage grade workers. Managed operations, maintenance and repairs for Flood Control structures in the Atchafalaya floodway. Structures include more than 450 miles of Mississippi River and Tributaries levees, 7 flood control structures, and a 1,500 cfs capacity pump station. Coordinated with local stakeholders (levee districts and drainage districts) to ensure proper operations and minor maintenance of levees and 13 locally operated pump stations and budgeted and re-programed funds for major repairs to these facilities, as needed. Managed the operations of three navigation locks along the inland waterways and ensure a reliable transportation route for the shallow draft industry transiting the central coast of Louisiana.

**Corps of Engineers, New Orleans District. Supervisory Civil Engineer/Emergency Manager**

Served as the Natural Disaster manager from 1991 to 2000. Promoted to Supervisor Branch Chief and District Emergency Manager in 2000. Developed response plans and trained district teams for all-hazards contingencies, including Mississippi river and Tributaries floods, hurricanes, and support to FEMA under the National Response Plan. Directed the district's Emergency Operations Center response operations during many hurricanes and Mississippi river high water conditions during this period. Coordinated with the LA Governor's Office of Homeland Security and Emergency Preparedness, Parish OEPs and Levee Districts throughout Southeast Louisiana to ensure timely

response and delivery of Corps of Engineers emergency assistance. Member of the Corps response team at the Disaster Field Office and. Recovery Field Office for hurricanes Katrina and Rita. Served as the Corps Liaison to Governor Jindal's Command team during response operations to hurricanes Gustav and Ike. Member of the Corps planning team for the FEMA natural disaster exercise comprising all agencies that are signatories to the Federal Response Plan

**Corps of Engineers, New Orleans District. Civil Engineer/Construction Project Engineer**

Project engineer for the Golden Meadow Floodgate project and four miles of adjoining earthen levees. Meet regularly with the prime contractor to review material, workmanship and quality control requirements for each phase of work. Team leader for two Corps quality assurance inspectors and a Corps survey crew. Project Engineer in the Corps of Engineers Stuttgart area office from 1986 to 1991. Coordinated with the German Government construction agency and reviewed contractor submittal and quality requirements for various military construction projects. Major projects included 178 man enlisted barracks, a recreational complex, and a commissary.

**Education**

B.S., Civil Engineering,  
Louisiana State University

**Registrations**

EI LA #32287

**Total Years' Experience**

5 years

**Leah Selcer, E.I.- Civil Engineer**

With 4 years of extensive and diverse civil engineering experience Ms. Leah Selcer has acquired expertise in roadway and traffic analysis projects, site plans, and grading and drainage plans.

In addition her experience includes design in compliance with laws and regulations, calculating quantities, preparing engineering estimate of probable construction costs, permits, specifications, assisting with bidding, assisting with construction phase, project closeout procedures, as well as communicating and coordinating between clients, subcontractors and vendors.

**RELEVANT PROJECT EXPERIENCE****Port Fourchon Channel Deepening Project Section 203  
Feasibility Study, Greater Lafourche Port Commission -  
Lafourche Parish, LA**

Ms. Selcer is part of the engineering team, involved in Draft and Final Feasibility Report and Environmental Impact Statement (IFR-EIS) for improvements to the federal navigation project at Port Fourchon on behalf of GLPC. Her responsibilities include developing the engineering appendix to address the engineering items that relate to the construction and maintenance of the tentatively selected plan (TSP). Engineering analyses were performed to develop costs and schedules of the general navigation features and environmental restoration comments of the federal project and those associated features needed to achieve project benefits. As this project consists of a channel enlargement feasibility study, parameters impacting construction, maintenance, and project stability and sustainability are evaluated and, in general, they encompass the hydrodynamic and geotechnical conditions and properties with the main focus is the channel design and dredged material disposal.

**Petite Caillou Drainage Project – Terrebonne Parish, LA**

This HMPG project consisted of the design 450 cfs drainage pump station to reduce flooding due to excessive rainfall. Ms. Selcer performed site design of the pump station and the hydraulic calculations of the conveyance channel. Ms. Selcer prepared preliminary construction plans and estimate of probable cost.

**Chacahoula-Gibson Drainage Project – Terrebonne Parish, LA**

This project consisted of the design 1000 cfs drainage pump station to reduce flooding due to excessive rainfall. Ms. Selcer performed site design of the pump station and the hydraulic calculations of the conveyance channel. Ms. Selcer prepared preliminary construction plans and estimate of probable cost.



## Education

B.S., Geomatics, Nicholls  
State University

## Registrations

LSI LA #655

## Total Years' Experience

4 years

## Greg J. Plaisance - Land Surveyor Intern

Mr. Plaisance is a Louisiana Licensed Land Surveyor Intern (License No. 655). He is currently serving as a party chief out of the Galliano office. Mr. Plaisance coordinates all information obtained from the field with drafting and design personnel within the office. He also performs survey calculations. He has been employed by GIS Engineering, LLC, since January of 2019, and was an employee of J. Wayne Plaisance, Inc., since May of 2014. He obtained his Bachelor's Degree in Geomatics from Nicholls State University in 2014. Mr. Plaisance has experience in all aspects of surveying in both public and private sectors.

## RELEVANT PROJECT EXPERIENCE

### CPRA-IDIQ – IDIQ Engineering Services for Coastal Protection and Restoration Authority-Grand Isle State Park

The Grand Isle State Park Improvements project was submitted by the Louisiana Office of State Parks (OSP) and selected as one of the alternatives for the LA TIG RP/EA, to restore lost recreational use in the State of Louisiana. This project will provide improved fishing and recreational use of the state park and also provide protection of coastal, nearshore marine habitats, and inland infrastructure. GIS will provide topographic, bathymetric, and magnetometer surveys are necessary to design the project features. GIS will develop and prioritize a topographic, bathymetric, and magnetometer survey plan to obtain sufficient data for finalizing the location of the proposed design features, which should be of a sufficient level for construction. Mr. Plaisance is currently providing topographic surveying services for Phase 1 of the project, which consists of civil site work and include the roadway, trail and parking improvements.

### Mitigation Dredging Of Slip D, Greater Lafourche Port Commission - Fourchon, LA

The Mitigation Dredging of Slip D project was completed in June 2018. The construction cost was \$1,502,800. It included 434,300 cubic yards of dredged material. This material was used to create approximately 126 acres of marsh in the former Rappelet Pond area and approximately 35 acres of marsh in the North Flotation Canal area. These new marsh areas were used by the Greater Lafourche Port Commission to offset the development of the industrial area surrounding Slip D.

### Northern Expansion, Slip C, Greater Lafourche Port Commission – Fourchon, LA

The scope of the project for Phase 1 consisted of approximately 2600 linear feet of bulkhead. Access road and utilities were also created in addition to the proposed bulkhead. The total project construction cost was approximately \$15,700,000 and was completed in December, 2014.



## Education

A.A., Marine Laboratory  
Technology, Cape Fear  
Technical Institute

BS, Marine Biology,  
University of North  
Carolina-Wilmington

MS, Oceanography and  
Coastal Sciences, Louisiana  
State University

## Total Years' Experience

30+ years

## Steve Underwood - Coastal Program Manager

Mr. Underwood serves as the firm's Coastal Program Manager. Steve has more than 30 years of scientific, managerial and planning experience working in partnership to administer coastal initiatives for state government, the USACE, and private companies. He has invaluable experience in applied coastal policy and planning, facilitating regional sediment management initiatives, quantifying coastal hazards and mitigation measures, and updating estuarine shoreline strategies relative to sea-level rise. Steve has authored many published studies and participated in numerous Louisiana coastal research and policy/planning initiatives.

### RELEVANT PROJECT EXPERIENCE

#### **Impact of Shoreline Restoration Fill Overburden on Localized Sediment Compaction/Subsidence at the Caminada-Moreau Headland, Lafourche Parish, LA**

Project conducted in coordination with Gahagan & Bryant to monitor the impact of beach restoration fill placement on the rate of compactional subsidence for the top 90 feet of the geologic column at the Caminada headland in south Louisiana. Mr. Underwood was responsible for assisting with geodetic survey field data collection to monitor subsidence associated with various depth horizons at three locations within the beach restoration design template.

#### **Calcasieu Salinity Control Structure- Joe's Cut & West Pass, Coastal Protection and Restoration Authority, Calcasieu Parish, LA**

Mr. Underwood is a member of the project management team, assists with development of work plans, participated in the Civil design presentation, and coordinated with sub-consultants for the design of closure structures (combi-wall) for Joe's Cut and West Pass to prevent saline intrusion into coastal wetlands. He attends bi-weekly project meetings with other contractors and the State of Louisiana's Coastal Protection and Restoration Authority (Project sponsor).

#### **St. Tammany Parish Coastal Protection Master Plan, St. Tammany, LA**

Mr. Underwood serves as part of Neel-Schaffer team for updating the GEC 2012 Northshore Hurricane and Flood Protection Study with newly completed and current proposed projects in the St. Tammany Parish Coastal Zone. Other duties include gathering information on multiple projects by different agencies and jurisdictions. Perform a gap analysis to identify new projects to further protect vulnerable areas, and a benefit/cost analysis of proposed projects will be completed to determine project priority and viability.

### **Louisiana Sediment Management Plan Recommendations for an Implementation Strategy, Baton Rouge, LA**

Mr. Underwood served as Project Manager and lead author for development of recommendations for The Louisiana Sediment Management Plan (LASMP). The LASMP (developed by CPRA) provides a baseline framework upon which to establish a working strategy for sediment management in coastal Louisiana. Overall project needs were addressing identified issues toward effective use of sediment for restoration in coastal Louisiana, and 3) developing recommendations for establishing an implementation plan strategy that complements the overall goals of the 2012 Louisiana Comprehensive Master Plan.

### **Performance Specifications and Submittal Requirements for Rock Breakwater Alternatives, Mobile County, AL**

Mr. Underwood served as Project Manager for Client Documentation Package for Wayfarer Environmental Technologies. The Nature Conservancy in coordination with Moffitt and Nichols were soliciting alternative products that could potentially complement the rip-rap design and that were compatible for oyster development. The project is a NFWF funded engineering and design project at the mouth of the Bayou La Batre River.

### **Wave Attenuation Products Selection Report - Madison Landing Breakwater, Madison County, MS**

The Pearl River Valley Water Supply District contracted Neel-Schaffer Inc. (NSI) to prepare a list of products that have the potential to attenuate the waves in front of the main boat launch ramp within the Ross Barnett Reservoir, including costs, benefits, and other pertinent information. NSI proceeded with layout and design of the wave attenuation system and produced plans and specifications for construction. The project was constructed in 2018 and was a floating breakwater system consisting of concrete with a styrofoam center, mounted upon piles. Mr. Underwood's duties included review and editing of final report and discussions of final product selection.

### **Mississippi Coastal Improvements Program - Development of a Monitoring and Adaptive Management Plan, Biloxi, MS**

Mr. Underwood participated with USGS-Baton Rouge and USACE-Mobile District, for development of a long-term monitoring and adaptive management program for the Mississippi Coastal Improvements Program (MsCIP), comprehensive Barrier Island Restoration Plan for Ship Island. The monitoring and adaptive management plan allows the USACE-MsCIP to assess short and long-term impacts, restoration progress, and will provide the information needed to adjust project performance to meet goals and objectives.



## Ryan Waldron – Coastal Engineer

### Education

BS, Physics, Tulane University

MS, Civil Engineering, Louisiana State University

Graduate Certificate in Coastal Engineering, University of New Orleans

### Registrations

PE LA #37706, MS #28377

FL #81614, TX #124370

AL #35126,

### Total Years' Experience

10+ years

Mr. Waldron serves as the firm's lead Coastal Engineer. He has more than a decade of experience in coastal engineering, hydrodynamics/hydraulics, and sediment transport/morphology. Prior to joining Neel-Schaffer, he gained extensive experience in coastal engineering, including master planning, design, analysis, modeling of hydrodynamics, hydraulics, and morphology. He performed various large-scale Coastal Engineering analyses and designs including Shoreline Restoration, Marsh Creation, River Diversions, Shoreline Protection, and Hydrologic Restoration for various local, state, and federal clients. His hydrodynamic, hydraulic, morphologic, and hydrologic modeling experience encompasses use of such models and software platforms as Delft3D-Flow (including Morphology), Delft3D-Wave (SWAN), HEC-HMS, HEC-RAS, HEC-GeoRAS, HEC-FDA, WISE, SWMM, ArcGIS, Civil3D, SMS, & HEC-FDA.

### RELEVANT PROJECT EXPERIENCE

#### Salt Aire Shoreline Restoration, Mobile County, AL

Mr. Waldron created a coupled Wave + Hydrodynamics/Morphology model using Delft3D to analyze the effects of creating a living breakwater and shoreline restoration to prevent shoreline retreat of the Salt Aire Property and Goat Island on the Western shore of Mobile Bay. Prepared plans and specifications for the construction of the project using dredged fill and concrete-unit-based wave attenuation structures.

#### Lake Lery Marsh Creation, St. Bernard Parish, LA

Mr. Waldron prepared plans and specification for a marsh creation project along the bank of Bayou Terre Aux Bouefs using fill dredged from nearby Lake Lery. Prepared the Joint Permit Application for the geotechnical investigations and coordinated with the subcontractor for those geotechnical investigations and the subcontractor for topographic and bathymetric surveying. Coordinated with environmental subcontractor to oversee wetland delineation work, and determination of healthy marsh elevation.

#### Calcasieu Salinity Control Structure- Joe's Cut & West Pass, Coastal Protection and Restoration Authority, Calcasieu Parish, LA

Mr. Waldron is part of the design team, developed work plan, participated in the Civil design, and coordinated with sub-consultants for the design of closure structures (combi-wall) for Joe's Cut and West Pass to prevent saline intrusion into coastal wetlands. Developed survey requirements for civil engineering design.

**St. Tammany Parish Coastal Protection Master Plan, St. Tammany, LA**

Mr. Waldron developed scope and methodology for collection of data concerning existing coastal protection and restoration projects, gaps in the protection system, and framework for selecting projects for inclusion in the plan. Set up data structures (nomenclature, attributes, etc.)

**Lower Breton Sound Sediment Diversion, CPRA, Plaquemines Parish, LA**

Mr. Waldron Created HEC-RAS models to design the diversion channel and outfall for three site alternatives for the proposed Lower Breton Sound Sediment Diversion (LBSSD). Assisted in other components of the site selection engineering process, including cost estimation, gate selection, conflict identification, and beneficial use of dredged material. Created a Delft3D coupled hydrodynamic and morphologic model to estimate the effect that the created delta would have on the diversion channel hydrodynamics/hydraulics.

**Reserve Relief Canal Shoreline Protection (CIAP), St. John the Baptist Parish, LA**

Mr. Waldron developed the method for determining riprap sizing for shoreline protection of the outfall of the Reserve Relief Canal into Lake Maurepas. Performed Cost Estimation services in support of Construction Management when funding for additional protection became available.

**Morganza to the Gulf Modeling Projects, USACE, LA**

Mr. Waldron managed overseeing various modeling projects. This work involved managing sub-consultants and budgets for ADCIRC storm surge modeling and HEC-FDA flood risk management modeling.

**Mississippi River Re-introduction into Maurepas Swamp, St. John Parish, LA**

Mr. Waldron utilized HEC-RAS to determine whether culverts or bridges are appropriate for rail and highway crossings and to determine channel geometry/cross sections. Coordinated relocations/dispositions for utilities and facilities that cross the diversion canal's alignment. Laid out temporary cofferdam for construction of intake structure.

**Houma Navigation Canal Lock/Gate Study, CPRA, Terrebonne Parish, LA**

Mr. Waldron created conceptual level cost estimates for each of four different site layout alternatives for each of two different design scenarios for reconfiguration of the Bubba Dove Gate into a salinity control gate and lock complex that would meet USACE HSSDRRS levels of protection. Reviewed hydrodynamics of concepts.





## Education

BS, Physics, Tulane  
University

MS, Civil Engineering,  
Louisiana State University

Graduate Certificate in  
Coastal Engineering,  
University of New Orleans

## Registrations

PE LA #37706, MS #28377

FL #81614, TX #124370

AL #35126,

## Total Years' Experience

10+ years

## **RICARDO C. DE ABREU, PH.D, P.E., D.GE, F.ASCE— Geotechnical Engineer**

Engineering and design experience include geotechnical, environmental, and water resources, as well as hydrogeologic investigations, environmental site analyses, and construction oversight.

### RELEVANT PROJECT EXPERIENCE

#### GEOTECHNICAL PROJECTS

Dr. de Abreu has worked in hundreds of geotechnical projects in Louisiana and in Brazil. Some of the most relevant are:

**1992-1995, Foundation design for industrial, commercial and residential edifications.** Performed the design of driven piles, excavated piles, and shallow foundations for diverse purposes. North-American clients included Wal-Mart, Turner-Birmann, and American National Can.

**1992-1995, Retaining-wall design for industrial, commercial and residential edifications.** Performed the design of retaining walls, including concrete walls, tieback walls, and gravity walls for several purposes.

**1992-1994, TECON Test Fill.** Performed settlement studies on a test fill over soft clays for construction of the Santos Containers Terminal, the busiest port in Brazil.

**1994, Pichi Picun Leufeu Hydropower Plant – Argentina.** Dr. de Abreu was responsible for the slope stability analyses for the temporary dams during construction of this important hydropower plant in Argentina.

**1994, Alto Jatapu Dam (1994).** Performed slope stability analysis for the dam of an important hydroelectric located in the Amazon, Brazil.

**1994, Parque Novo Mundo Tunnel (1994).** Performed daily construction oversight for a tunnel in one of Sao Paulo's most important wastewater treatment plants.

**1996, Cingapura Project.** Performed design of foundations, road pavements and hydraulic structures for one of the largest housing development projects in Sao Paulo, Brazil.

**1996-2001, Monitoring of Bandeirantes Highway.** Performed the geotechnical monitoring of an important highway adjacent to a landfill. The purpose of this monitoring was to evaluate the settlements and horizontal displacements of the highway caused by the landfill.

**2000-2001, Maua Stormwater Reservoir.** Provided project supervision and performed geotechnical design for the largest stormwater reservoir for flood control in Latin American, with capacity of more than 250,000,000 gallons.

**Education**

BS Civil Engineering,  
University of Louisiana

**Registrations**

Engineer Intern LA #33163

**Total Years' Experience**

3 years

**DUSTIN J. ROMERO, E.I.T. - Geotechnical Laboratory Supervisor**

Application of the principles of Geotechnical and Environmental Engineering, Hydraulics, and Hydrology. Geotechnical laboratory testing in accordance with ASTM standards, and field geotechnical investigation oversight.

**RELEVANT PROJECT EXPERIENCE****GEOTECHNICAL PROJECTS**

Performed field investigations and laboratory analysis on numerous commercial and residential geotechnical engineering projects. Laboratory analysis included, but was not limited to tests, soil consolidation Atterberg limits tests, sieve analyses, soil compression tests, concrete compression test, visual classification of soils, and measurement of soil moisture content.

Served on the Geotechnical Engineering team of the Civil Engineering Senior Design Project. This involved design of landfill liner system, final cap system, interim cover system, research of alternative daily cover options, and excavation plans. The geotechnical team also performed slope stability analyses on excavation slopes for the waste cells and detention pond, and fill slopes on the perimeter levees. The Geotechnical team produced specifications on the compaction and material requirements (Atterberg limits and sieve analysis requirements) for the levees. Heave calculations for bottom of waste disposal cells. Settlement and bearing capacity verifications for waste disposal cells and foundation of concrete leachate collection system basins. Volume calculations for landfill airspace, levee fill material, daily and interim cover requirements, and final cap requirements. Volume calculations were also performed for the borrow area. Before and after topographic maps were generated for the project area.

**2017, St. Landry Parish Sanitary Landfill.** Produced contour maps presenting soil elevation and thickness of various soil strata. Analysis of boring logs.

**2017, Tangipahoa Regional Solid Waste Facility.** Analyzed boring logs. Generated contour maps of tops of soil strata and strata thicknesses. Developed geologic cross sections.

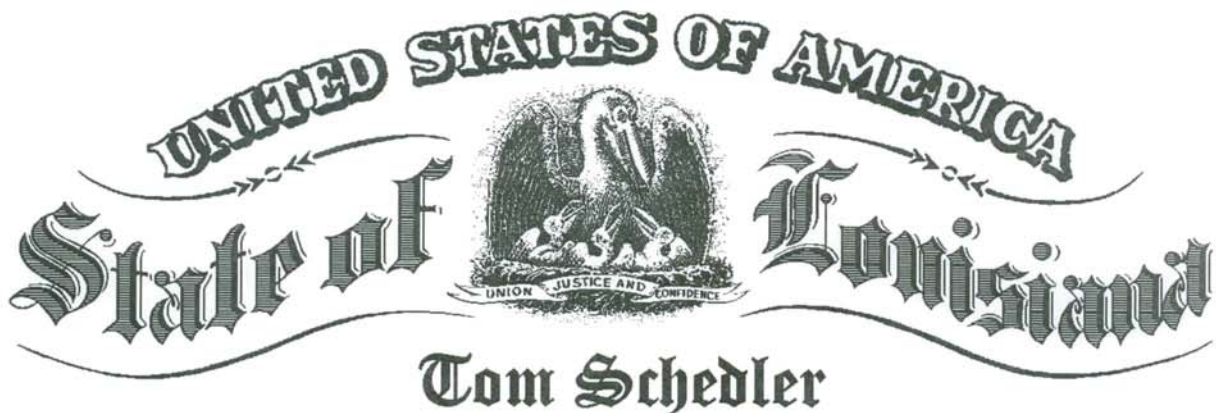
**2017, Tangipahoa Regional Solid Waste Facility.** Estimating the required fill volume for subgrade and levees for the new cells of Permit Modification No.4. Waste disposal area of new cells: 48 acres.

### c. Number of Employees

*Estimate the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.*

Persons Assigned to this Project	All Personnel Domiciled in LA	Project Specific NOT Domiciled in LA
Civil Engineers, with current Louisiana P.E. registration	6	
Engineer Interns	3	
Surveyors	2	
Technical Support Personnel (non-engineers)	2	
Environmental Personnel (non-engineers)	2	1
Planning personnel (non-engineers)	1	
Other personnel not included in above categories (If project specific, list titles and total numbers for each below)	2	
<b>Total Personnel</b>	<b>18</b>	<b>1</b>

## **APPENDIX A LICENSING REQUIREMENTS**



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

**GIS ENGINEERING, L.L.C.**

A limited liability company domiciled in GALLIANO, LOUISIANA,

Filed charter and qualified to do business in this State on December 28, 2015,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 14, 2016

*Secretary of State*

Web 42116621K



Certificate ID: 10701503#PKH62

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)



# Louisiana Professional Engineering and Land Surveying Board

*Hereby Certifies that*

GIS Engineering, L.L.C.

*has satisfied the applicable requirements and is therefore licensed as a  
Professional Engineering Firm  
- and hereby entitled to practice engineering in the State of Louisiana.*

*Baton Rouge Louisiana January 29, 2016*



*Gordon A. Thompson*

*Chairman*

*John W. Moore*

*Secretary*

*License Number EF 5905*

## **APPENDIX B INSURANCE COVERAGE**

**LEXINGTON INSURANCE COMPANY**  
(hereinafter, the "Insurer")  
**ADMINISTRATIVE OFFICES: 99 HIGH STREET BOSTON, MA 02110-2378**  
**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY**  
**DECLARATIONS**

Policy Number: 031428335

Renewal of: 031428335

**Item 1. First Named Insured and Address:** GIS HOLDINGS, LLC

18838 HIGHWAY 3235  
P.O. BOX 820  
GALLIANO, LA 70354-4038

**Item 2. Policy Period:**

From: 12/01/2018 To: 12/01/2019

(At 12:01 A.M. Standard Time at the address of the Named Insured shown in Item 1. above.)

**Item 3. Limits of Insurance:**

A. Each Claim Limit:	\$ 10,000,000
B. Policy Aggregate Limit:	\$ 10,000,000

**Item 4. Deductible:** \$ 100,000.00 Each Claim

**Item 5. Premium:**

A. Total Premium:	\$209,059.00
B. Minimum Earned Premium:	\$52,265.00

**Item 6. Retroactive Date:** 03-04-2016

**Item 7. Optional Extended Reporting Period:** 12

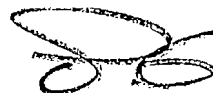
Months at 100 % of the Total Premium shown in Item 5.A. above as may be adjusted during the **Policy Period**

**Item 8. Endorsements:** As Per Schedule

This Policy is comprised of this Declarations Page, the policy form, the Schedules, and endorsements.

**NOTICE**  
This policy is delivered as a surplus line coverage under the insurance code of the State of Louisiana.  
In the event of insolvency of the company issuing the contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific policies issued by an insurance company authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

  
Samuel Butler Bourgeois



\_\_\_\_\_  
**Authorized Representative**

## FORMS SCHEDULE

Named Insured: GIS HOLDINGS, LLC

Policy No: 031428335

Effective Date: 12/01/2018

Form Number	Edition Date	Endorsement Number	Title
LX4203	07/13		A&E PROFESSIONAL LIABILITY DEC
LX4204	07/13		A&E PROFESSIONAL LIABILITY TXT
LX4222	07/13	001	ECONOMIC SANCTIONS ENDORSEMENT
LX8535	01/17	002	A&E PROF LIAB RISK MGMT SERV'S
LX4215	07/13	003	COVERED OPS - POLLUTION COV
LX8704	05/11	004	PROF LIAB CRISIS RESPONSE ENDT
LX4218	07/13	005	TECHNOLOGY SERV'S COV EXTEN
LX4216	07/13	006	RETRO PERIODS W/ SPEC LIMITS
LX4206	07/13	007	ADD'L NAMED INSURED (W/RETRO)

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.



**LEXINGTON INSURANCE COMPANY**  
(hereinafter, the "Insurer")  
**ADMINISTRATIVE OFFICES: 99 HIGH STREET BOSTON, MA 02110-2378**

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY**

**NOTICE: THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE, THE POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.**

**NOTICE: THE LIMIT OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE EXPENSES.**

Various provisions throughout this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered. Word and phrases that appear in boldfaced type have special meaning. Please refer to Section III. **DEFINITIONS**.

In consideration of the payment of the premium by the **First Named Insured** and in reliance upon the statements in the **First Named Insured's** application incorporated herein by reference, subject to all of the terms and conditions of this policy, the **Company** agrees as follows:

**I. COVERAGE:**

**A.** The **Company** will pay those sums that the **Insured** shall become legally obligated to pay as **Damages** because of a **Breach of Professional Duty** in the rendering or failure to render **Professional Services** to others by the **Insured** or any entity for whom the **Insured** is legally liable and to which this insurance applies.

**B.** For this insurance to apply, all of the following conditions must be met:

- 1.** The **Breach of Professional Duty** must first take place on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**;
- 2.** Prior to the Effective Date of this policy, no officer, director, principal, partner, insurance manager, risk manager or in-house counsel of any **Insured** had knowledge of any actual or alleged **Breach of Professional Duty** or circumstance that reasonably could give rise to a **Claim** under this policy. If such officer, director, principal, partner, insurance manager, risk manager or in-house counsel of any **Insured** knew, prior to the effective date of this policy, of any **Breach of Professional Duty** or circumstance that reasonably could give rise to a **Claim** under this policy, then any continuation, change or resumption of such **Breach of Professional Duty** or circumstance during or after this **Policy Period** will be deemed to have been known prior to this **Policy Period**;
- 3.** **Claim** must first be made against the **Insured** during the **Policy Period**; and
- 4.** The **Insured** must report the **Claim** to the **Company**, in writing, during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**.

**C. COVERAGE TERRITORY**

The insurance provided by this policy applies to **Claims** arising out of **Professional Services** that take place in and result in a **Claim** brought within:

- 1.** the United States of America, its territories or possessions or Puerto Rico; and
- 2.** elsewhere in the world.

## **D. DEFENSE PROVISIONS**

### **1. CLAIMS BROUGHT WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR PUERTO RICO**

When any **Claim** against an **Insured** for which coverage is provided under this policy is brought within the United States of America, its territories or possessions or Puerto Rico, the **Company** has the right to investigate such **Claim**, and the duty to defend such **Claim** with defense counsel selected by the **Company** even if such **Claim** is groundless, false or fraudulent. The **Company's** obligation to defend or to continue to defend any **Claim** as provided in this Subparagraph **D.1.** shall end when the applicable limit of insurance has been exhausted by the payment of **Damages** and/or **Defense Expenses**. The **Company** shall not defend any **Claim** or pay any **Defense Expenses** that accrue after the applicable limit of insurance has been exhausted by the payment of **Damages** and/or **Defense Expenses** and the **Company** shall have the right to withdraw from the further defense of such **Claim** by tendering control of said defense to the **Insured**.

### **2. ELSEWHERE IN THE WORLD**

When any **Claim** against an **Insured** for which coverage is provided under this policy is brought outside the jurisdictions set forth in Subparagraph **C.1.** above, the **Company** shall not have the duty to defend, but the **Company** shall have the right to associate with the **Insured** in the investigation, defense and control of such **Claim** from the date the **Claim** is first made against the **Insured** or a notice of circumstance has been received by the **Company**. The **First Named Insured** has a right to select defense counsel with the **Company's** approval. The **Insured** has a duty to cooperate with the **Company** and promptly provide any information or materials that the **Company** requests. The **Insured** shall, under the **Company's** supervision, make or cause to be made such investigation and defense as the **Company** directs. Subject to prior written authorization by the **Company**, the **Insured** may also effect settlement. The **Company** shall reimburse the **Insured** for **Damages** and/or **Defense Expenses** as authorized by the **Company**. The **Company** shall not pay **Damages** and/or **Defense Expenses** after the applicable limit of insurance has been exhausted.

## **E. SETTLEMENT PROVISIONS**

The **Company** will not settle any **Claim** without the consent of the **First Named Insured**. If, however, the **First Named Insured** refuses to consent to a settlement recommended by the **Company** and elects to contest such **Claim** or continue legal proceedings in connection with such **Claim**, then the **Company's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Defense Expenses** incurred up to the date of such refusal subject to the applicable limit of insurance under this policy.

## **II. COVERAGE EXTENSIONS:**

### **A. DISCIPLINARY PROCEEDINGS**

The **Company** will reimburse the **Insured**, upon written request, for reasonable and necessary attorney fees and court or administrative costs in responding to a **Disciplinary Proceeding** against an **Insured**. The initial written notice of such **Disciplinary Proceeding** must be received during the **Policy Period** and arise out of a **Breach of Professional Duty** that must first take place on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**.

Regardless of the number of **Insureds** or **Disciplinary Proceedings**, the most the **Company** shall reimburse the **Insureds** for all **Disciplinary Proceedings** during the **Policy Period** shall be **\$25,000**. This amount is included within and reduces the Limits of Insurance and is not subject to the Deductible or Self-Insured Retention, whichever is applicable. The **Company** has no obligation to defend or provide defense counsel with respect to such **Disciplinary Proceedings**.

**B. MEDIATION INCENTIVE**

If the **First Named Insured** and the **Company** jointly agree to utilize **Mediation** as a means to try to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved through the use of **Mediation**, then the **Named Insured's** deductible for such **Claim** shall be 50% of the amount of the Deductible shown in Item 4. of the Declarations applicable to such **Claim**, subject to a maximum reduction of \$20,000 for such **Claim**. The **Company** shall reimburse the **Named Insured** for any applicable deductible payment made in excess of such reduced deductible, as soon as practicable, after the conclusion of the **Mediation**.

**C. ATTENDANCE AT MEDIATIONS, ARBITRATIONS, DEPOSITIONS OR TRIALS**

The **Company** will reimburse the **Insured**, upon written request, for loss of earnings by the **Insured** as a result of being required to attend, at the **Company's** request, a mediation, arbitration, deposition or trial related to a covered **Claim**, subject to the following:

1. No reimbursement will apply for the first two (2) days of attendance by the **Insured** required for each **Claim**;
2. Loss of earnings reimbursement will not be considered **Damages** and/or **Defense Expenses** and will be reimbursed in addition to the limits of insurance and is not subject to the Deductible or Self-Insured Retention, whichever is applicable.
3. Loss of earnings reimbursement for attending mediations, arbitrations, depositions or trials shall not exceed \$400 per **Insured** per day for each **Claim**, subject to a maximum policy aggregate of \$7,500 for attendance by all **Insureds** for all **Claims** under this policy.

**III. EXCLUSIONS**

This insurance does not apply to and the **Company** will not pay **Damages** and/or **Defense Expenses** for any **Claim** based upon or arising out of:

**A. Business Enterprise**

1. any **Insured's** involvement as a partner, officer, director, stockholder, employer or employee of any business enterprise that is not an **Insured** under this policy; or
2. any **Claim** made by any organization or a subsidiary or affiliate of such organization or by any person:
  - a. that is not an **Insured** under this policy, and
  - b. that:
    - (1) wholly or partly owns an **Insured**, or
    - (2) to any extent controls, operates or manages an **Insured**, or

- (3) an **Insured** has a greater than 25% ownership interest in such organization or a subsidiary or affiliate of such organization, or
- (4) is controlled, operated or managed by an **Insured**.

**B. Dishonest Acts**

- 1. Any dishonest, fraudulent, criminal or knowingly wrongful or malicious acts or omissions committed intentionally or at the direction of any **Insured**; or
- 2. Any **Insured's** intentional, knowing, willful, or deliberate violation or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or any instruction of any governmental agency or body.

However, the **Company** shall defend a **Claim** against an **Insured** who did not commit, participate in, or have knowledge of the acts or omissions set forth in Subparagraph **B.1.** or **B.2.**, except the **Company** shall not defend any criminal prosecution under any circumstances.

**C. Employee Injury**

**Bodily Injury** sustained by any employee of any **Insured** while engaged in employment by any **Insured** including:

- 1. Any **Claim** by any person or entity for care, loss of services, loss of consortium or death resulting at any time from such **Bodily Injury** or
- 2. Any **Claim** by any person or entity seeking contribution or indemnity because of such **Bodily Injury**, except that this exclusion does not apply to liability arising under a written contract executed prior to the **Bodily Injury**.

**D. Express Warranty or Guarantee**

Any express warranty or guarantee unless the **Insured's** liability arises as a result of a **Breach of Professional Duty** and would have existed absent such express warranty or guarantee.

**E. Faulty Workmanship**

The cost to repair or replace any faulty workmanship including, but not limited to faulty: assembly, construction, erection, fabrication, installation, remediation, dismantling, drilling, excavation or manufacturing.

**F. Goods, Products, Fixtures or Components**

The design, manufacture, sale, distribution or supply of any goods, products, fixtures or components thereof including, but not limited to, computer programs or software, by or on behalf of any **Insured**. However, this exclusion does not apply to computer programs or software created or modified specifically for a client for whom the **Insured** is rendering **Professional Services**.

**G. Insured v. Insured**

Any **Claim** made by any **Insured** against any other **Insured**, whether collusive or not.

**H. Intellectual Property**

Infringement of patent, trademark or trade dress or misappropriation of trade secrets.

**I. Liability of Others Assumed by Contract**

The liability of others assumed by any **Insured** under any contract or agreement unless such liability arises as a result of a **Breach of Professional Duty** and would have existed absent such contract or agreement.

**J. Nuclear**

Nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a **Nuclear Facility**.

**K. Personal Injury**

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
4. Libel, slander or defamation; or
5. Invasion of privacy or violation of a right of privacy.

**L. Prior Notice**

Any fact or circumstance for which notice was given by an **Insured** to a professional liability insurer prior to the effective date of this policy.

**M. Third Party and Employment-Related Practices**

Discrimination, humiliation, harassment, wrongful termination, retaliation, infliction of emotional distress, negligent evaluation, wrongful discipline, wrongful reference, failure to grant tenure, wrongful failure to employ or promote or wrongful demotion.

However, this exclusion does not apply to any **Claim** based upon the Americans With Disabilities Act ("ADA") or Fair Housing Act ("FHA") or any state or local versions of those acts, as may be amended from time to time and arising out of the **Insured's** rendering or failure to render **Professional Services**.

**N. War**

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion does not apply to a certified act of terrorism defined by Section 102. Definitions, of the Terrorism Risk Act of 2002 and any revisions or amendments thereto.

**O. Workers' Compensation and Similar Laws**

Any obligation of any **Insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar laws.



#### IV. DEFINITIONS

- A. **Agency Construction Manager** means a person or organization that provides professional consulting services to a project owner to assist the project owner in the oversight of a project and to monitor the progress of the design and construction process. However, the Company does not cover any **At-Risk Construction Management Services**.
- B. **At-Risk Construction Management Services** means services that are provided with respect to any project for which any **Insured** holds any contract to perform any assembly, construction, erection, fabrication, installation, remediation, dismantling, drilling, excavation or manufacturing either by itself or through any subcontractor at any tier.
- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- D. **Breach of Professional Duty** means negligence, defined as the failure to meet the professional standard of care legally required or reasonably expected under the circumstances in the rendering of or failure to render **Professional Services** by the **Insured**.
- E. **Claim** means any demand or notice received by an **Insured** alleging a **Breach Professional Duty**. A **Claim** does not include a **Disciplinary Proceeding**.
- F. **Damages** means those amounts that the **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include judgments and settlements, interest on judgments, and punitive, exemplary or multiple **Damages**. However, **Damages** shall not include:
1. The return or withdrawal of professional fees,
  2. Sanctions, fines or penalties imposed by law against any **Insured**,
  3. Punitive, exemplary or multiple **Damages** or other **Damages**, that are deemed uninsurable under the law pursuant to which this policy shall be construed, and
  4. **Liquidated Damages**, except for liability the **Insured** would have had in the absence of such **Liquidated Damages**.
- G. **Defense Expenses** means reasonable and necessary:
1. Fees charged by any attorneys designated and approved by the **Company** for services in connection with the investigation or defense of **Claims**;
  2. Fees, costs and expenses resulting from the investigation and defense of a **Claim**, if authorized in advance by the **Company**; and
  3. Costs of the premium on an appeal bond on a judgment that the **Company** has agreed to pay. The **Company** is not obligated to furnish such appeal bonds.
- Defense Expenses** shall not include the salaries of any employee or overhead of the **Company** or of the **Insured**.
- H. **Disciplinary Proceeding** means any matter alleging a violation of a rule of professional conduct, including an initial inquiry before a state or federal licensing board or a peer review committee to investigate such charges.

- I. First Named Insured** means the Named Insured first shown in Item 1. of the Declarations.
- J. Insured** means:
1. The **Named Insured**;
  2. Any person who is or was a partner, officer, director, member or employee of the **Named Insured** but only while acting within the scope of such individual's duties or employment;
  3. The heirs, executors, administrators, and legal representatives of each **Insured** in Subparagraph J.1. and J.2. above, in the event of death, incapacity or bankruptcy of such **Insured**, but only with respect to liability arising out of **Professional Services** rendered by or on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy;
  4. A former partner, officer, director, member or employee of the **Named Insured** while rendering **Professional Services** for the **Named Insured**;
  5. Contract or leased personnel while rendering **Professional Services** under the supervision and direction of the **Named Insured**;
  6. A limited liability company in which the **Named Insured** is a member, but only for the **Named Insured's** legal liability arising out of the **Named Insured's** participation in such limited liability company;
  7. A joint venture in which the **Named Insured** is named as a co-venturer, but only for the **Named Insured's** legal liability arising out of the **Named Insured's** participation in such joint venture; or
  8. Any **Predecessor in Interest**.
- K. Liquidated Damages** means any amount stipulated to in a written contract or written agreement by any **Insured** to be the amount or measure of damages to be recovered by an aggrieved party to such contract or agreement if any **Insured** breaches the such contract or agreement or fails to perform or adequately perform its obligations under such contract or agreement.
- L. Mediation** means non-binding intervention by a qualified, professional mediator or judge.
- M. Named Insured** means the **First Named Insured** and any person or entity qualifying as a **Named Insured** under this policy.
- N. Nuclear facility** means the site at which a nuclear reactor is located or where nuclear waste or material is disposed of or stored.
- O. Policy Period** means the period of time from the effective date of this policy to the expiration date or earlier termination date, if any, of this policy.
- P. Predecessor in Interest** means any prior entity that:
1. Was acquired or whose assets were acquired prior to the effective date of this policy or for which a name change has occurred prior to the effective date of this policy,
  2. Has been disclosed in the application for insurance under this Policy, and

3. For which the **Named Insured** in a written contract or written agreement is required to provide insurance coverage as is provided by this policy.

The partners and principals of a **Predecessor in Interest** are also included within the definition of **Predecessor in Interest**.

- Q. Professional Services** means those services that: (1) the **Insured** is qualified to perform and (2) are performed for others, in their capacity as an architect, engineer, land surveyor, landscape architect, scientist, technical consultant or **Agency Construction Manager**, including such services when performed on projects seeking LEED certification and/or utilizing Building Information Modeling (BIM). **Professional Services** shall not include: (1) facilities operations services, (2) maintenance operations services or (3) **At-Risk Construction Management Services**.

## **V. LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in Item 3. of the Declarations is the most the **Company** will pay regardless of the number of:
1. **Insureds**,
  2. **Claims** made, or
  3. Person or organizations making **Claims**.
- B.** The Policy Aggregate Limit shown in Item 3.B. of the Declarations is the most the **Company** will pay for all **Damages** and/or **Defense Expenses** for all **Claims** under this policy.
- C.** Subject to **B.** above, the Each Claim Limit shown in Item 3.A. of the Declarations is the most the **Company** will pay for all **Damages** and/or **Defense Expenses** for each **Claim** under this policy in accordance with Section **VII. RELATED CLAIMS**.
- D.** Once the applicable limit of insurance has been exhausted by the payment of **Damages** and/or **Defense Expenses**, the **Company** shall have no further duty to defend or pay any **Damages** and/or **Defense Expenses** with respect to such **Claim**.

## **VI. DEDUCTIBLE**

The Deductible shown in Item 4. of the Declarations applies to each **Claim** in same manner as described in Section **VII. RELATED CLAIMS** and shall be the joint and several obligation of the **Named Insureds**. The Deductible shall be applied to the payment of **Damages** and/or **Defense Expenses**. The Limits of Insurance shall apply in excess of the Deductible.

The **Named Insured** must first pay any **Damages** and/or **Defense Expenses** within the Deductible. After the exhaustion of the Deductible by the payment of **Damages** and/or **Defense Expenses** by the **Named Insured**, **Damages** and/or **Defense Expenses** shall be paid or reimbursed, whichever is applicable, in accordance with Paragraph **D.** of Section **I. COVERAGES**.

The **Company** may advance payment for part or all of the Deductible and, upon notification of such payment made, the **Named Insured** must promptly reimburse the **Company** for the Deductible advanced by the **Company**.

## **VII. RELATED CLAIMS**

All **Claims** arising out of a single **Breach of Professional Duty** or any series of logically or causally related **Breaches of Professional Duty** shall be considered a single **Claim** and shall be deemed to be made at the time the first of such **Claims** is made.

This policy shall only apply if the first **Claim** arising from such logically or causally related **Breaches of Professional Duty** is made during the **Policy Period** or Extended Reporting Period, if applicable.

This section applies regardless of the number of **Insureds** involved in such a **Claim**, the number of **Claims** made, or the number of people or organizations that make the **Claims**.

## VIII. CONDITIONS

As a condition precedent to the right of coverage under this policy, the **Insured** must do all of the following:

### A. INSURED'S DUTIES WHEN THERE IS A CLAIM

1. If a **Claim** is made against the **Insured**, give written notice to the **Company**, as soon as practicable, but in no event later than sixty (60) days after the expiration date or earlier termination date of the policy. Written notice shall be given to:

[LexingtonAEClaims@aig.com](mailto:LexingtonAEClaims@aig.com)(the preferred method to ensure immediate notice)

or

Lexington Insurance Company  
Architects & Engineers Claims  
99 High Street  
Boston, MA 02110

Such written notice shall include all of the following:

- a. The actual or alleged **Breach of Professional Duty** or circumstance which is the subject of the **Claim**;
- b. A description of the **Professional Services** rendered by the **Insured**;
- c. The date(s) that such **Professional Services** were rendered;
- d. A description of the injury or damage that has resulted in the **Claim**;
- e. The identities and addresses of any potential claimant(s); and
- f. The project(s) involved in the **Claim**.

Written notice shall also include every demand, notice, summons or other process received by the **Insured** or the **Insured's** representatives.

2. In addition, all **Insureds** must comply with all of the following:
  - a. Cooperate with the **Company** in the investigation, defense and settlement of the **Claim**, including providing the **Company** with information and/or documents requested by the **Company** in connection with its investigation or defense of the **Claim**, within thirty (30) days after such request by the **Company**;
  - b. Notify the **Company** immediately:
    - (1) Of any settlement offers or demands, and
    - (2) Upon receiving any request to engage in settlement negotiations.
  - c. Submit to an examination by a representative of the **Company**, under oath if required by the **Company**; and

- d. Assist the **Company**, upon the **Company's** request, to secure and affect any rights of indemnity, contribution or apportionment.

Unless explicitly provided under Section **II.C. ATTENDANCE AT MEDIATIONS, ARBITRATIONS, DEPOSITIONS OR TRIALS**, any expenses incurred by the **Insured** with respect to Subparagraphs **2.a.** through **2.d.**, inclusive, shall be without charge to the **Company**.

3. If the **Insured** has the right to either accept or reject arbitration of any **Claim**, exercise such right only with the written consent of the **Company**.
4. Other than what is required by law, refrain from discussing the facts and circumstances of any **Claim** with anyone other than defense counsel representing the **Insured** or representatives of the **Company**.

## **B. REPORTING OF A POTENTIAL CLAIM**

If the **Insured** first becomes aware during the **Policy Period** of an actual or alleged **Breach of Professional Duty** or circumstance that reasonably could give rise to a **Claim** under this policy, the **Insured** may give written notice to the **Company** containing all of the information below. If such written notice is received by the **Company** prior to the end of the **Policy Period**, then any **Claim** subsequently made against the **Insured** arising out of the same **Breach of Professional Duty** or circumstance shall be deemed to have been first made during the **Policy Period**.

The written notice shall contain all of the following information:

1. The actual or alleged **Breach of Professional Duty** or circumstance which is the subject of a potential **Claim**;
2. A description of the **Professional Services** rendered by the **Insured** which may result in the **Claim**;
3. The date(s) that such **Professional Services** which may result in the **Claim** were rendered;
4. A description of the injury or damage that may result in a **Claim**;
5. The identities and addresses of any potential claimant(s);
6. The project(s) involved in any such potential **Claim**; and
7. The circumstances by which the **Insured** first became aware of the potential **Claim**.

The **Insured** shall cooperate fully with the **Company** in any investigation of a potential **Claim**.

## **C. VOLUNTARY PAYMENTS**

No **Insured** shall admit any liability, settle any **Claims** or assume any obligations without the prior written consent of the **Company**.

## **D. ACQUISITIONS OR FORMATION**

The **Company** will cover any organization, other than joint ventures or limited liability companies, the **Named Insured** newly acquires or forms and over which the **Named Insured** maintains ownership or a majority interest, only for sixty (60) days or for the remainder of the **Policy Period**, whichever is less, from the date that the **Named**



Insured acquires or forms it (hereinafter the "initial period"). No **Insured** is covered for any **Breach of Professional Duty** that occurred before the **Named Insured** acquired or formed the organization.

The **First Named Insured** shall notify the **Company** in writing within sixty (60) days after the **Named Insured** newly acquires or forms such organization. The **Company** reserves the right to charge an additional premium for this initial period.

For coverage to apply after the expiration of this initial period, the **Named Insured** must provide any information the **Company** requires within the first sixty (60) days after the **Named Insured** newly acquires or forms such organization. The **Company** will review such information and reserves the right to amend the policy and charge an additional premium from the date of the acquisition or formation of such organization. The additional premium must be paid when due in order for coverage to be extended for the newly acquired or formed organization.

#### **E. ACTION AGAINST THE COMPANY**

No person or organization has a right under this policy to sue the **Company** or to join the **Company** as a party or otherwise bring the **Company** into a suit seeking **Damages** against an **Insured**, unless:

1. all the terms and conditions of this policy have been fully complied with; and
2. the amount of such **Damages** have been fixed or rendered certain;
  - a. by final judgment against the **Insured** after trial of the issues; or
  - b. the time to appeal such judgment has expired without an appeal being taken; or
  - c. if appeal is taken, after the appeal has been determined; or
  - d. by an agreed settlement in accordance with the terms and conditions of this policy. An agreed settlement means a settlement and release of liability executed by the claimant or the claimant's legal representative, and the **Insured**, with the written consent of the **Company**.

#### **F. APPLICATION**

The statements in the application are the **Insured's** representations and are deemed material. This policy is issued based upon the truth and accuracy of such representations. The application to this policy is incorporated herein by reference shall become part of this policy. This policy embodies all agreements existing between the **Insured** and the **Company** or any of its representatives relating to this policy.

#### **G. ASSIGNMENT**

The interest of the **Insured** under this policy is not assignable to any other person or organization without the prior written consent of the **Company**.

#### **H. BANKRUPTCY**

Bankruptcy, receivership or insolvency of the **Insured** will not relieve the **Company** of its obligations under this policy. However, such bankruptcy, receivership or insolvency shall in no way increase the **Company's** liability under this policy nor will this insurance apply to liability directly or indirectly due to bankruptcy, insolvency, receivership, or

subsequent liquidation. The **Insured** must immediately send the **Company** any petition, pleading or legal documents that could affect this insurance.

#### **I. CANCELLATION**

1. The **First Named Insured** may cancel this policy by mailing or delivering to the **Company** advance written notice of cancellation.
2. The **Company** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if the **Company** cancels for any other reason.
3. The **Company** will mail or deliver the **Company's** notice to the **First Named Insured's** last mailing address known to the **Company**.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. If this policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be pro rata. If the **First Named Insured** cancels, earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at Inception of the policy shown in Item 5.B. of the Declarations, whichever is greater. The cancellation will be effective even if the **Company** has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **J. CHANGE IN CONTROL**

1. If the **First Named Insured** consolidates with or merges into, or sells the majority of its assets to any person or entity; or
2. If any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the **First Named Insured**, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to a **Breach of Professional Duty** that occurs prior to the effective date of such transaction. There will be no coverage afforded by this policy for a **Breach of Professional Duty** that occurs on or after the effective date such transaction.

#### **K. CHANGES MADE TO THIS POLICY**

The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by the **Company** and made part of this policy.

#### **L. FALSE OR FRAUDULENT CLAIMS**

If the **Insured** reports any **Claim** knowing such **Claim** to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited.

#### **M. OPTIONAL EXTENDED REPORTING PERIOD**

1. If this policy is cancelled or non-renewed by the **Company** or the **First Named Insured**, for reasons other than nonpayment of premium or failure to comply with the terms and conditions of this policy, the **First Named Insured** shall have the option to purchase an Optional Extended Reporting Period.
2. In order to purchase the Optional Extended Reporting Period, the **First Named Insured** must notify the **Company** in writing, within sixty (60) days after the end of the **Policy Period**, of its election of the Optional Extended Reporting Period set forth in Item 7. of the Declarations and include the corresponding additional premium with such written election. Once in place, the Optional Extended Reporting Period cannot be cancelled by the **First Named Insured** or the **Company** and the additional premium shall be fully earned. The Optional Extending Reporting Period must be endorsed onto this policy.
3. The Optional Extended Reporting Period applies to a **Claim** which is first made against the **Insured** during the Optional Extended Reporting Period because of a **Breach of Professional Duty** which first takes place on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**. Such **Claim** must be reported to the **Company**, as soon as practicable, but no later than (60) days after the end of the Optional Extended Reporting Period. The Optional Extended Reporting Period shall commence at the end of **Policy Period**.
4. If this policy is succeeded by another claims-made professional liability policy, then coverage provided under the Optional Extended Reporting Period shall be excess over such other professional liability policy.
5. The quotation of a different premium, Deductible or Self-Insured Retention, limit(s) of insurance or differing terms and conditions for renewal does not constitute a non-renewal for the purpose of this provision.

The Optional Extended Reporting Period shall not increase, reinstate or renew the Limits of Insurance under this Policy.

#### **N. OTHER INSURANCE**

This insurance shall be excess over any other valid insurance, whether collectible or not, and whether provided on a primary, excess, contingent or any other basis, provided that such insurance is not specifically written to be excess over this policy.

#### **O. SOLE AGENT**

The **First Named Insured** is the appointed and irrevocable agent for all **Insureds**, including, for the purpose of receipt of any notice of cancellation, notice of nonrenewal (if applicable), negotiation and agreement to any endorsement and the payment or return of any premium under this policy.

#### **P. SUBROGATION**

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the **Insured** becomes aware of a circumstance that reasonably could give rise to a **Claim** to prejudice such rights. The **Company** agrees to waive this right of subrogation against the client of the **Insured** to the extent that the **Insured** had, prior to a **Claim**, a written agreement to waive such rights.

#### **Q. SERVICE OF SUIT**

In the event of failure of the **Company** to pay any amount claimed to be due hereunder, the **Company**, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Condition constitutes or should be understood to constitute a waiver of the **Company's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance **Company**, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against the **Company** upon this policy, the **Company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the **Company** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to send such process or a true copy thereof.

## **R. ARBITRATION**

**Exclusive Remedy:** Notwithstanding the Service of Suit Clause, in the event of disagreement as to the interpretation of this Policy, other than excess of policy limit disputes, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators consisting of two (2) party-nominated non-neutral arbitrators and a third neutral arbitrator (hereinafter, the "umpire") as the sole, exclusive and final remedy for the resolution of such dispute.

**Rules of the Arbitration:** With respect to procedural rules, the arbitrators shall be relieved of all judicial formality and shall follow the procedural rules applicable to the arbitration as set forth in the Commercial Arbitration Rules of the American Arbitration Association, including its Optional Rules for Emergency measures of protection (together, hereinafter, the "Rules") and judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction over the dispute.

**Selection of Panel:** The party initiating arbitration of a dispute (the "Initiating Party") shall send notice in writing of its submission of the dispute to arbitration to the other party (the "Respondent"), said notice including the name, address and occupation of the arbitrator appointed by the Initiating Party. The Respondent, within thirty (30) days after receipt of the notice from the Initiating Party, shall notify the Initiating Party in writing of the name, address and occupation of the arbitrator nominated by the Respondent. If the Respondent fails to notify the Initiating Party of its appointed arbitrator within said thirty (30) days, the Initiating Party shall nominate the Respondent's arbitrator. The two (2) arbitrators so selected shall, within thirty (30) days after the appointment of the second arbitrator, select an umpire.

If the arbitrators are unable to agree upon an umpire, then if a Judicial Arbitration and Mediation Services (hereinafter, "JAMS") umpire is available in the jurisdiction where the arbitration proceedings are to be held, such umpire shall be selected in accordance with Rule 15 (as may be amended from time to time) of the JAMS Comprehensive Arbitration Rules and Procedures for the selection of a sole arbitrator. However, if a JAMS umpire is not available in the jurisdiction where the arbitration proceedings are to be held, then such umpire shall be appointed in accordance with R-13 (as may be amended from time to time) of the American Arbitration Association Rules.

The arbitration hearings shall be completed within twelve (12) months after the selection of the umpire.

**Venue of the Arbitration:** The arbitration proceedings shall take place in Boston, Massachusetts.

**Finality and Timing of Award:** The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and/or gross misconduct by any of the arbitrators and/or umpire. The award shall be issued within thirty (30) days after the close of the hearings. The arbitrators are not empowered to award punitive or exemplary damages and the parties waive any right to recover any such damages.

**Expenses of Arbitration:** Each party shall bear the expenses of its appointed arbitrator and the fees and expenses of its attorney(s) and shall jointly and equally share with the other the expense of the umpire and the arbitration.

**Confidentiality:** The parties shall maintain the confidential nature of the arbitration proceedings and the award, including the hearing(s), except as may be necessary: (1) to prepare for or conduct the arbitration hearing on the merits, (2) in connection with a court application for a preliminary remedy, (3) in connection with a judicial challenge to an award or its enforcement, (4) in connection with a judicial proceeding to enforce an award, (5) in connection with reinsurance or (6) unless otherwise required by law or judicial decision.

**Severability:** If any provision or provisions of this arbitration clause shall be held to be invalid, unenforceable or in conflict with the law of any jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**S. TITLES**

The titles in this form and any endorsements included in this policy are solely for reference and shall not in any way affect the provisions to which they relate.

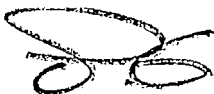
IN WITNESS WHEREOF, the **Company** identified on the Declarations has caused this policy to be signed by its President, Secretary and a duly authorized representative of the Insurance Company.



\_\_\_\_\_  
**President**



\_\_\_\_\_  
**Secretary**



\_\_\_\_\_  
**Authorized Representative**



**ENDORSEMENT # 001**

**This endorsement, effective 12:01 AM 12/01/2018**

**Forms a part of policy no.: 031428335**

**Issued to: GIS HOLDINGS, LLC**

**By: LEXINGTON INSURANCE COMPANY**


**ECONOMIC SANCTIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

The following condition is added to **SECTION VIII - CONDITIONS**:

The **Company** shall not be deemed to provide cover and the **Company** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Company**, the **Company's** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.



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**Authorized Representative**

ENDORSEMENT # 002

This endorsement, effective 12:01 AM 12/01/2018

Forms a part of policy no.: 031428335

Issued to: GIS HOLDINGS, LLC

By: LEXINGTON INSURANCE COMPANY

**LEXINGTON INSURANCE COMPANY ARCHITECTS & ENGINEER'S  
PROFESSIONAL LIABILITY RISK MANAGEMENT SERVICES**

This endorsement modifies insurance provided by the policy:

The **Company** provides the **Named Insured** with access during the **Policy Period** to Lexington Insurance Company's Architects and Engineers Professional Liability Risk Management Services (hereinafter "the Services").

The Services consist of unique value-added tools specific to the A&E industry. A summary of the services, which include services provided by the Boston law firm of Donovan Hatem, LLP, are listed below.

**Contract Review** – Donovan Hatem, LLP provides Contract Review Services free of charge. Donovan Hatem attorneys review proposed agreements between an **Insured** and an **Insured's** prospective clients. The scope of services, limitation of liability and insurance provisions of the proposed contract are all carefully analyzed. The number of free contract reviews varies based upon the **Named Insured's** firm size and is at the sole discretion of Lexington. In most instances, turnaround can be expected within 48 hours.

**Risk Management Seminars** – Donovan Hatem, LLP present on-site Risk Management Seminars to specific individual **Insureds** or groups of **Insureds** at the sole discretion of the **Company**. Seminars are customized to the needs of the design professional **Insured**.

**Loss Prevention Services** - Upon timely notice of an **Insured's** written request to the **Company** within the **Policy Period** and upon subsequent authorization by the **Company**, Donovan Hatem, LLP provides Pre-claim or Loss Prevention advice to the **Insured** regarding issues, problems or concerns related to an incident or potential **Claim**. This service is provided at the sole discretion of the **Company**, without cost to the **Insured**, but is limited to ten thousand dollars (\$10,000) for all Pre-claim and Loss Prevention advice provided for each incident or potential **Claim** reported to the **Company** during the **Policy Period** or extended reporting period, if applicable.

**Claims Management Services** – the **Company's** experienced A&E claims professionals may partner with Donovan Hatem, LLP to provide quality claims investigation and management services on behalf of design professional **Insureds** including, advice and recommendations to the **Insured** and their defense counsel.

The above referenced services are provided at no cost to the **Named Insured** and no premium has been allocated for these services. As such, the **Company** reserves the right to change or discontinue these services at the **Company's** sole discretion and without notice to the **Named Insured**.

Without exception, services are only available while this policy is in force.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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Authorized Representative OR  
Countersignature (In states where applicable)

**ENDORSEMENT # 003**

**This endorsement, effective 12:01 AM 12/01/2018**

**Forms a part of policy no.: 031428335**

**Issued to: GIS HOLDINGS, LLC**

**By: LEXINGTON INSURANCE COMPANY**

**COVERED OPERATIONS - POLLUTION COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

**I. Paragraphs A. and B. of Section I. COVERAGE are deleted in their entirety and replaced with the following:**

**A. The Company will pay those sums that the Insured shall become legally obligated to pay as Damages because of:**

- 1. A Breach of Professional Duty** in the rendering or failure to render **Professional Services** to others by the **Insured** or any entity for whom the **Insured** is legally liable and to which this insurance applies; and/or
- 2. Covered Operations** performed for others by the **Insured** or any entity for whom the **Insured** is legally liable which result in a **Pollution Condition** and to which this insurance applies.

**B. For this insurance to apply, all of the following conditions must be met:**

- 1. The Breach of Professional Duty or Covered Operations** must first take place on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**;
- 2. Prior to the Effective Date of this policy, no officer, director, principal, partner, insurance manager, risk manager or in-house counsel of any Insured** had knowledge of any actual or alleged **Breach of Professional Duty, Pollution Condition** or circumstance that reasonably could give rise to a **Claim** under this policy. If such officer, director, principal, partner, insurance manager, risk manager or in-house counsel of any **Insured** knew, prior to the effective date of this policy, of any **Breach of Professional Duty, Pollution Condition** or circumstance that reasonably could give rise to a **Claim** under this policy, then any continuation, change or resumption of such **Breach of Professional Duty, Pollution Condition** or circumstance during or after this **Policy Period** will be deemed to have been known prior to this **Policy Period**;
- 3. Claim** must first be made against the **Insured** during the **Policy Period**; and
- 4. The Insured** must report the **Claim** to the **Company**, in writing, during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**.

**II. Exclusions I. and L. of Section III. EXCLUSIONS are deleted in their entirety and replaced with the following:**

**I. Liability of Others Assumed by Contract**

The liability of others assumed by any **Insured** under any contract or agreement unless:

1. Such liability arises as a result of a **Breach of Professional Duty** and would have existed absent such contract or agreement; or
2. Under Subparagraph **A.2.** of Section **I. COVERAGE**, such liability is assumed in a contract or agreement that is an **Insured Contract**, provided that, the **Bodily Injury, Property Damage** or **Environmental Damage** occurs subsequent to the execution of the contract or agreement.

**L. Prior Notice**

Under Subparagraph **A.1.** of Section **I. COVERAGE**, any fact or circumstance for which notice was given by an **Insured** to a professional liability insurer prior to the effective date of this policy.

Under Subparagraph **A.2.** of Section **I. COVERAGE**, any fact or circumstance for which notice was given by an **Insured** to any insurer whose policy provides pollution or environmental coverage prior to the effective date of this policy.

**III. Exclusions P., Q., R. and S.** are added to Section **III. EXCLUSIONS** as follows:

**P. Motor Vehicle, Watercraft, Aircraft, Railcars or Mobile Equipment**

Any liability arising out of the ownership, maintenance, use or entrustment by or on behalf of any **Insured** of any **Motor Vehicle**, watercraft, aircraft, railcar or mobile equipment. Use includes operation and loading and unloading.

Under Subparagraph **A.2.** of Section **I. COVERAGE**, this exclusion does not apply to the loading or unloading, upset or overturn of, or spill from any **Motor Vehicle**, watercraft, aircraft, railcar or mobile equipment caused by the **Insured** or any entity for whom the **Insured** is legally liable at any site or premises where **Covered Operations** are being performed.

**Q. Off-Site Pollution**

Any pollutants, contaminants, waste or any products or materials transported, shipped, or delivered to a location outside of any site or premises where **Covered Operations** are being performed.

**R. Owned Real Property**

**Professional Services** or **Covered Operations** in connection with any real property which is or was at any time owned, operated or rented by the **Insured** or by any entity that: (1) wholly or partly owns, operates, manages, or otherwise controls the **Insured**, or is (2) wholly or partly owned, operated, managed, or otherwise controlled by the **Insured**.

**S. Property Damage to the Insured's Work or Property Damage to the Insured's Products**

Under Subparagraph **A.2.** of Section **I. COVERAGE**:

1. **Property Damage** to work performed by any **Insured** or on behalf of any **Insured** arising out of the work or any part of it, or out of materials, parts or equipment furnished in connection therewith; or

2. **Property Damage to the Insured's Products** or caused in whole or in part by the **Insured's Products**.

IV. Definitions **E.** and **F.** of Section **IV. DEFINITIONS** is deleted in its entirety and replaced with the following:

**E. Claim** means any demand or notice received by an **Insured** alleging a **Breach of Professional Duty** or **Pollution Condition**. A **Claim** does not include a **Disciplinary Proceeding**.

**F. Damages** means those amounts that the **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include judgments and settlements, interest on judgments, and punitive, exemplary or multiple **Damages**. **Damages** also include **Bodily Injury, Property Damage** or **Environmental Damage** because of **Covered Operations** which result in a **Pollution Condition**. However, **Damages** shall not include:

1. The return or withdrawal of professional fees,
2. Sanctions, fines or penalties imposed by law,
3. Punitive, exemplary or multiple **Damages** or other **Damages**, that are deemed uninsurable under the law pursuant to which this policy shall be construed, and
4. **Liquidated Damages**, except for liability the **Insured** would have had in the absence of such **Liquidated Damages**.

V. Subparagraph **9.** is added to Definition **J.** of Section **IV. DEFINITIONS** as follows:

**9.** With respect to Subparagraph **A.2.** of Section **I. COVERAGE** only, the client for whom the **Insured** performs **Covered Operations**, provided that a written contract or written agreement is in effect between the **Named Insured** and the client requiring the client to be an additional insured for **Covered Operations** which result in a **Pollution Condition** and the **Bodily Injury, Property Damage** or **Environmental Damage** occurs on or after the execution of such contract or agreement. Such client is only an additional insured with respect to liability for a **Pollution Condition** arising out of **Covered Operations** performed by another **Insured**. The **Company's** liability shall only be for the lesser of the limits of insurance required by such written contract or written agreement or the remaining limits of insurance under this policy.

With respect to Subparagraph **A.2.** of Section **I. COVERAGE** only, Exclusion **G.** of Section **III. EXCLUSIONS** does not apply to a **Claim** by the client against another **Insured** for a **Pollution Condition** for which coverage is provided under this policy.

VI. Definitions **R.** through **X.**, inclusive are added to Section **IV. DEFINITIONS** as follows:

**R. Clean-up Costs** means expenses incurred in the removal or remediation of soil, surface water, groundwater, or other contamination resulting from **Pollution Conditions**, provided such expenses:

1. Are specifically mandated by any governmental entity duly acting under the authority of environmental law(s); or
2. Have been incurred by a governmental entity or by a third party.

**S. Covered Operations** means those physical construction operations and activities performed for others by the **Insured** or any entity for whom the **Insured** is legally liable.



- T. Environmental Damage** means physical damage to soil, surface water or groundwater, or plant or animal life, caused by **Pollution Conditions** and giving rise to **Clean-up Costs**. **Environmental Damage** does not include **Bodily Injury**.
- U. Insured Contract** means that part of any contract or agreement pertaining to **Covered Operations** (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **Bodily Injury, Property Damage or Environmental Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- V. Insured's Products** means goods, products or equipment, including component parts thereof, and including other products in which goods, products or equipment are incorporated, which are manufactured, sold, furnished, or supplied by any **Insured** or any other person or organization under license from the **Insured**.
- W. Motor Vehicle** means a land motor vehicle, trailer or semi-trailer designed to travel on public roads, including any attached machinery or equipment.
- X. Pollution Condition** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment. **Pollution Condition** does not include the discharge, dispersal, release, escape or development of any mold, fungus or spores.
- Y. Property Damage** means:
1. Physical injury to tangible property, including all resulting loss of use of that property; or
  2. Loss of use of tangible property that is not physically injured.

For the purposes of this endorsement, **Electronic Data** is not tangible property.

As used in this definition, **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- VII.** Section **VII. RELATED CLAIMS** is deleted in its entirety and replaced with the following:

#### **VII. RELATED CLAIMS**

All **Claims** arising out of a single **Breach of Professional Duty** and/or single **Pollution Condition** or any series of logically or causally related **Breaches of Professional Duty** and/or **Pollution Conditions** shall be considered a single **Claim** and shall be deemed to be made at the time the first of such **Claims** is made.

This policy shall only apply if the first **Claim** arising from such logically or causally related **Breaches of Professional Duty** and/or **Pollution Conditions** is made during the **Policy Period** or Extended Reporting Period, if applicable.

This section applies regardless of the number of **Insureds** involved in such a **Claim**, the number of **Claims** made, or the number of people or organizations that make the **Claims**.

**VIII.** Subparagraph **3.** of Condition **M.** of Section **VIII. CONDITIONS** is deleted and replaced with the following:

**3.** The Optional Extended Reporting Period applies to a **Claim** which is first made against the **Insured** during the Optional Extended Reporting Period because of a **Breach of Professional Duty** or **Covered Operations** which first takes on or after the Retroactive Date shown in Item 6. of the Declarations and prior to the end of the **Policy Period**. Such **Claim** must be reported to the **Company**, as soon as practicable, but no later than (60) days after the end of the Optional Extended Reporting Period. The Optional Extended Reporting Period shall commence at the end of **Policy Period**.

**IX.** Except with respect to Subparagraph **3.** of Condition **M.** of Section **VIII. CONDITIONS** for which Amendatory Change **VIII.** above applies, with respect to this endorsement only, all other Conditions in Section **VIII. CONDITIONS** which use the term **Breach of Professional Duty** shall be read as if **Breach of Professional Duty** has been deleted and replaced with **Pollution Condition** for the purposes of the application of this endorsement.

**X.** With respect to this endorsement only, all Conditions in Section **VIII. CONDITIONS** that use the term **Professional Services** shall be read as if **Professional Services** has been deleted and replaced with **Covered Operations** for the purposes of the application of this endorsement.

All other terms and conditions of the policy remain the same.



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Authorized Representative

This endorsement, effective 12:01 AM 12/01/2018

Forms a part of policy no.: 031428335

Issued to: GIS HOLDINGS, LLC

By: LEXINGTON INSURANCE COMPANY

**PROFESSIONAL LIABILITY  
CRISIS RESPONSE COVERAGE EXTENSION ENDORSEMENT  
(WITH CRISIS MANAGEMENT LOSS AND CRISIS RESPONSE COSTS)**

This endorsement modifies insurance provided by the policy:

- **CRISIS RESPONSE NOTIFICATION TELEPHONE NUMBER: 877-743-7669**

**THIS ENDORSEMENT EXTENDS COVERAGE TO PROVIDE FOR CRISIS RESPONSE COSTS AND CRISIS MANAGEMENT LOSS ARISING OUT OF A CRISIS EVENT BECAUSE OF A WRONGFUL ACT TO WHICH INSURANCE APPLIES. THE LIMITS OF INSURANCE PROVIDED FOR SUCH COVERAGE ARE IN ADDITION TO THE LIMITS OF INSURANCE PROVIDED IN THE DECLARATIONS OF THIS POLICY.**

**SCHEDULE**

<b>Crisis Response Coverage Extension</b>	<b>Limits of Insurance</b>	
Crisis Response Aggregate Limit	<b>\$300,000</b>	
Each Crisis Response Costs Limit	<b>\$250,000</b>	Each <b>Crisis Event</b>
Each Crisis Management Loss Limit	<b>\$50,000</b>	Each <b>Crisis Event</b>

Notwithstanding any provisions to the contrary in the policy to which this endorsement is attached, including the attachment point of any excess professional liability policy, if applicable, subject to the Limits of Insurance as shown in the above Schedule and in accordance with the terms and conditions set forth in this endorsement, this policy is extended to provide **crisis response costs** and **crisis management loss** arising out of a **crisis event** because of a **wrongful act** to which insurance applies.

**SECTION I. - CRISIS RESPONSE COVERAGE EXTENSION**

- A.** We will reimburse you or pay on your behalf reasonable and necessary **crisis response costs** and/or **crisis management loss** arising out of a **crisis event** because of a **wrongful act** to which insurance applies. The amount we will reimburse you or pay on your behalf for such **crisis response costs** and/or **crisis management loss** is limited as described in **SECTION III - CRISIS RESPONSE LIMITS OF INSURANCE**. No self-insured retention or deductible shall apply to this coverage extension endorsement.
- B.** We will reimburse you or pay on your behalf **crisis response costs** and/or **crisis management loss** arising out of a **crisis event** only if all of the following conditions are met:
- 1.** The **crisis event** first occurs during the policy period or extended reporting period, if applicable;
  - 2.** The **wrongful act** (or **interrelated wrongful act**, if applicable) that gives rise to the **crisis event** is covered under the policy to which this endorsement is attached;
  - 3.** If this endorsement is attached to and made part of a claims made policy or claims made and reported policy:
    - a.** A **claim** because of such **wrongful act** (or **interrelated wrongful act**, if applicable) must be made against the **insured** during the policy period or extended reporting period, if applicable; or

- b. If a **claim** has not been made, senior management must reasonably believe that a **claim** because of such **wrongful act** (or **interrelated wrongful act**, if applicable) will be made against an **insured** during the policy period or extended reporting period, if applicable; and
- 4. Such **crisis response costs** and/or **crisis management loss** are incurred within thirty (30) days after the commencement date of the **crisis event**. The end of the policy period will not cut short this thirty (30) day period.

## SECTION II. - EXCLUSIONS

All exclusions of the policy apply to this endorsement, including any exclusion which applies to workers compensation or employer's liability. The following additional exclusion applicable to this endorsement supersede any similar exclusions in the policy.

This insurance does not apply to:

### **Newly acquired or merged entities**

**Crisis response costs** or **crisis management loss** resulting from **wrongful act** that occurred prior to the date you acquired or merged with any other entity.

## SECTION III. - CRISIS RESPONSE LIMITS OF INSURANCE

- A. The Schedule above and the rules below establish the most we will reimburse or pay on your behalf for **crisis response costs** and **crisis management loss** regardless of the number of **insureds**, **crisis events**, or **affected persons**.
- B. The Crisis Response Aggregate Limit is the most we will reimburse or pay on your behalf for the sum of all **crisis response costs** and **crisis management loss** under this endorsement.
- C. Subject to Paragraph B. above, the Each Crisis Response Costs Limit is the most we will reimburse or pay on your behalf for all **crisis response costs** arising out of any one **crisis event**.
- D. Subject to Paragraph B. above, the Crisis Management Loss Limit is the most we will reimburse or pay on your behalf for all **crisis management loss** arising out of any one **crisis event**.
- E. All **crisis events** arising out of the same **wrongful act** or related or interrelated **wrongful acts** will be deemed one **crisis event** and shall be deemed to have occurred when the first of such **crisis events** commences to occur.

## SECTION IV. - DEFINITIONS

The definitions of the policy apply to this endorsement. However, the following additional definitions applicable to this endorsement supersede any similar definitions in the policy.

You and your refer to the Named Insured and we, us and our refer to the Company providing this insurance. Other words and phrases that appear in boldface type have special meaning as follows:

- A. **Affected persons** means those individuals who suffer direct **bodily injury** or **property damage**, or directly experience **imminent injury**, including such individuals immediate family members.
- B. **Bodily injury** means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- C. **Claim** means a claim as defined by the policy to which endorsement is attached.
- D. **Crisis event** means:
  - 1. Significant adverse regional or national news media coverage because of a **wrongful act** or related or interrelated **wrongful acts**; or

2. **Bodily injury** sustained by an **affected person(s)**, **property damage** to property of an **affected person(s)**, or the direct experience of **imminent injury** by an **affected person(s)** because of a **wrongful act** or related or interrelated **wrongful acts** which results in significant adverse regional or national news media coverage. The **crisis event** as set forth in this Definition **D.2.** will be deemed to occur when the **bodily injury**, **property damage** or **imminent injury** first commences with respect to the first **affected person**.

E. **Crisis management firm** means a public relations firm or crisis management firm, assigned or approved by us in writing, that is hired by you to perform services of the type covered under **crisis management loss** in connection with a **crisis event**.

F. **Crisis management loss** means reasonable and necessary fees and expenses charged by a **crisis management firm** or your employees in providing public relations and media management services for the purpose of maintaining and restoring public confidence in you. These expenses may include printing, advertising, or mailing of materials to manage reputational risk. This does not include the salaries of your employees. **Crisis management loss** shall not include **crisis response costs**.

G. **Crisis response costs** means:

1. reasonable and necessary **emergency transport expenses**, **emergency psychology expenses**, funeral expenses, travel expenses, and temporary living expenses incurred by you to provide relief and/or support to **affected persons**, and
2. expenses incurred by you to secure the scene of a **crisis event** (as defined in Definition **D.2.**).

**Crisis response costs** shall not include **crisis management loss**.

H. **Emergency transport expenses** means reasonable and necessary emergency transport expenses, occurring within 24-hours after a **crisis event** (as defined in Definition **D.2.**), to transport an **affected person** sustaining **bodily injury** in such **crisis event** to a medical treatment facility.

I. **Emergency psychology expenses** means reasonable and necessary expenses for psychology or counseling services provided to **affected persons** and incurred within the first fourteen (14) days after a **crisis event** (as defined in Definition **D.2.**). This does not include the costs or expenses of any medications or hospitalizations. Such psychology or counseling services must be approved by the **crisis management firm**.

J. **Imminent injury** means the actual and immediate threat of **bodily injury** or **property damage**.

K. **Insured** means insured as defined by the policy to which endorsement is attached.

L. **Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **crisis event** (as defined in Definition **D.2.**) that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

M. **Wrongful act** or **Interrelated wrongful act** means a wrongful act, interrelated wrongful act, breach of professional duty, media wrongful act and/or technology wrongful act, whichever is/are applicable, as defined by the policy to which endorsement is attached.

## SECTION V. - CONDITIONS

The conditions of the policy apply to this endorsement. However, the following conditions applicable to this endorsement supersede any similar conditions of the policy to the contrary.

### A. Insured's Duties in the Event of a Crisis Event

1. You must see to it that we are notified by telephone within twenty-four (24) hours of a **crisis event** which may result in **crisis response costs** or **crisis management loss**. The call must be made to 877-743-7669. If necessary, we will provide you with an approved **crisis management firm** unless we agree to accept a **crisis management firm** that you have selected.
2. Thereafter, you must provide written notice, as soon as practicable. To the extent possible, this written notice should include:
  - a. How, when and where the **crisis event** took place;
  - b. The names and addresses of any **affected persons** and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **crisis event**.
3. If reimbursement is sought directly by you, you must submit a claim for reimbursement of **crisis response costs** and **crisis management loss** within ninety (90) days after incurring such **crisis response costs** or **crisis management loss**. Such claim(s) must include invoices and/or receipts supporting such **crisis response costs** or **crisis management loss** for each and every expense in excess of fifty (50) dollars.
4. Written notice and claim submission as required in Paragraphs **1.** and **2.** of this section, respectively, shall be mailed or delivered to:

AIG-Lexington  
c/o ACPC  
P.O. Box 293118  
Nashville, TN 37229-3118

Claim reporting information can also be found on our website, [www.lexingtoninsurance.com](http://www.lexingtoninsurance.com)

### B. Anti-Stacking Provision

If **crisis response costs** or **crisis management loss** provided by this coverage extension endorsement are also provided by any other insurance issued to you by us or any of our affiliated companies (whether or not such costs or loss are referred to using these same terms), the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically intended to apply as excess insurance over this coverage extension endorsement.

All other terms and conditions of the policy remain the same.



Authorized Representative



This endorsement, effective 12:01 AM 12/01/2018

Forms a part of policy no.: 031428335

Issued to: GIS HOLDINGS, LLC

By: LEXINGTON INSURANCE COMPANY

**TECHNOLOGY SERVICES COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

1. Paragraph **Q.**, **Professional Services** of Section **IV. DEFINITIONS** is deleted in its entirety and replaced by the following:

**Q. Professional Services** means:

1. Those services, other than **Technology Services**, that: (1) the **Insured** is qualified to perform and (2) are performed for others, in their capacity as an architect, engineer, land surveyor, landscape architect, scientist, technical consultant or **Agency Construction Manager**, including such services when performed on projects seeking LEED certification and/or utilizing Building Information Modeling (BIM); or

2. **Technology Services.**

**Professional Services** shall not include: (1) facilities operations services, (2) maintenance operations services or (3) **At-Risk Construction Management Services**.

2. The following definition is added to Section **IV. DEFINITIONS**:

**Technology Services** means computer or electronic information technology services that the **Insured** performs for others in conjunction with **Professional Services** defined in Paragraph **Q.1.** of Section **IV. DEFINITIONS** including, but not limited to, consulting, development, training, outsourcing, systems analysis, design, integration, management, web hosting, application hosting, programming, data processing including such services when performed on projects seeking LEED certification and/or utilizing Building Information Modeling (BIM).

3. Paragraph **F.** of Section **III. EXCLUSIONS** is deleted in its entirety and replaced with the following:

**F. Goods, Products, Fixtures or Components**

The design, manufacture, sale, distribution or supply of any goods, products, fixtures or components thereof by or on behalf of any **Insured**, including, but not limited to: (1) computer programs or software or (2) computer system security software of any type or description.

However, this exclusion does not apply to computer programs, software, databases, applications, websites, or computer systems created or modified specifically for a client for whom the **Insured** is providing **Professional Services**. Notwithstanding the foregoing exception, there is no coverage for computer system security software of any type or description.

4. The exclusions of the policy apply to this endorsement. However, the following exclusions are

added to the policy, supersede any similar exclusions of the policy to the contrary, and only apply to a **Breach of Professional Duty** by the **Insured** in the performance of **Technology Services**.

This insurance does not apply to and the **Company** will not pay **Damages** and/or **Defense Expenses** for any **Claim** based upon or arising out of:

- A. Any infringement of any copyright, trademark, trade dress, trade name, patent, service mark or other intellectual property or any misappropriation of a trade secret or proprietary information;
- B. Any actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost representations, contract price or estimates of probable costs or cost estimates being exceeded;
- C. Any of the **Insured's** costs of providing, correcting or re-performing or completing any **Technology Services**;
- D. Any breach of express warranty, guarantee or service level agreement or any delay in delivery, installation or performance or non-acceptance of products or services unless liability would have attached to the **Insured** in the absence of such express warranty, guarantee or service level agreement or any delay in delivery, installation or performance or non-acceptance of products or services and such liability arises out of a **Breach of Professional Duty** by the **Insured** in the performance of **Technology Services**;
- E. Any unauthorized use of or unauthorized access to the **Insured's** computer network, Building Information Model (BIM), Web Hosting or failure of the **Insured's** computer network to prevent transmission of malicious code or a denial of service attack.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**ENDORSEMENT # 006**

**This endorsement, effective 12:01 A.M., 12/01/2018**

**Forms a part of Policy No.: 031428335**

**Issued to: GIS HOLDINGS, LLC**

**By: LEXINGTON INSURANCE COMPANY**

**RETROACTIVE PERIODS WITH SPECIFIC LIMITS OF INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

**I. The following additional conditions precedent to coverage are added to Section I. COVERAGE:**

The Policy Aggregate Limit and Each Claim Limit shown in Item 3. of the Declarations shall apply to a **Breach of Professional Duty** that first takes place during the Current Period shown in Item 6. of the Declarations.

Subject to the Policy Aggregate Limit which is the maximum amount payable under this policy, the Each Claim Limit and Aggregate Limit corresponding to each Retroactive Period shown in the Retroactive Period Table below applies to **Breaches of Professional Duty** that first take place during such Retroactive Period.

**II. Item 6. of the DECLARATIONS is deleted and replaced with the following:**

**Item 6. Retroactive Date: 03/04/2016**

**Current Period: 12/01/2018 to 12/01/2019**

Retroactive Period Table		
Retroactive Period to Which Limits Apply	Each Claim Limit	Aggregate Limit
03/04/2016 to 04/17/2017	\$5,000,000	\$5,000,000
04/17/2017 to 12/01/2019	\$10,000,000	\$10,000,000

All other terms and conditions of the policy remain the same.



**Authorized Representative**

ENDORSEMENT # 007

This endorsement, effective 12:01 A.M., 12/01/2018

Forms a part of Policy No.: 031428335

Issued to: GIS HOLDINGS, LLC

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL NAMED INSURED ENDORSEMENT  
(WITH RETROACTIVE DATES)**


This endorsement modifies insurance provided by the policy:

1. The following additional **Named Insureds** are added to the policy. The **First Named Insured** is the appointed and irrevocable agent for all **Insureds**, including for the purpose of receipt of any notice of cancellation, notice of nonrenewal (if applicable), and the payment of any premium or deductible or the return of any premium under this policy.
2. Notwithstanding the Retroactive Date shown in Item 8. of the Declarations, the Retroactive Date applicable to each **Named Insured** shown in the Schedule of Additional Named Insureds below shall be the Retroactive Date corresponding to such **Named Insured**.

**SCHEDULE OF ADDITIONAL NAMED INSUREDS**

Named Insured	Retroactive Date
GIS, L.L.C.	09/29/2017
GIS ENGINEERING, L.L.C.	03/04/2016
GIS INDUSTRIAL, L.L.C.	03/04/2016
GLOBAL INSPECTIONS, L.L.C.	09/29/2017
GRAND ISLE SHIPYARD, INC.	09/29/2017
GIS OIL & GAS SERVICES TRINIDAD & TOBAGO, LIMITED	09/29/2017
GIS ELECTRICAL AND INSTRUMENTATION, L.L.C.	09/29/2017
MACK STEEL & SUPPLY, L.L.C.	09/29/2017
GIS ENGINEERING COASTAL	09/29/2017
GW INTEGRATED SOLUTIONS, LLC	09/29/2017
Grand Isle Shipyard, LLC f/k/a Grand Isle Shipyard, Inc.	02/28/2018
Blanchard Industrial, LLC f/k/a GIS Industrial, LLC	11/01/2017

All other terms and conditions remain the same.



Authorized Representative

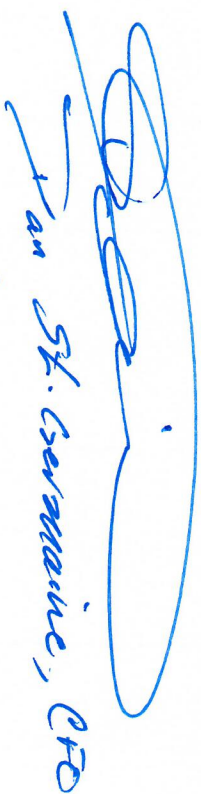
## **APPENDIX C FINANCIAL STABILITY**

## GIS Engineering, LLC

Balance Sheet

Prepared 2/28/19

Assets												
	January 31, 2019	December 31, 2018	November 30, 2018	October 31, 2018	September 30, 2018	August 31, 2018	July 31, 2018	June 30, 2018	May 31, 2018	April 30, 2018	March 31, 2018	February 28, 2018
Current assets:												
Cash and cash equivalents	\$ —	190,508	—	49,496	—	—	—	—	—	335,951	—	11,110
Intercompany receivable	4,036,876	3,425,632	4,113,951	4,383,347	5,318,418	5,253,235	5,738,766	5,905,722	6,083,252	3,539,981	2,386,626	992,619
Trade accounts receivable, net	4,349,424	4,640,630	4,452,808	3,885,780	3,892,781	4,152,830	4,963,887	4,735,426	4,117,511	4,419,613	3,783,711	3,345,967
Prepaid expenses and deposits	187,572	206,433	231,641	243,934	37,065	222	258	294	330	366	403	439
Other	—	—	—	—	—	—	237	—	282	—	6,989	7,586
Total current assets	\$ 8,573,872	\$ 8,463,203	\$ 8,798,400	\$ 8,562,557	\$ 9,248,264	\$ 9,406,287	\$ 10,703,148	\$ 10,641,442	\$ 10,201,375	\$ 8,295,911	\$ 6,177,729	\$ 4,357,721
Net property and equipment, at cost	556,138	508,173	515,807	523,441	531,075	538,709	546,344	553,978	547,661	556,459	560,894	529,195
Other assets:												
Other non-current assets	\$ —	—	17,854	17,854	17,854	35,708	35,708	35,708	53,562	53,562	64,428	64,428
Total other assets	\$ —	—	17,854	17,854	17,854	35,708	35,708	35,708	53,562	53,562	64,428	64,428
Total assets	\$ 9,130,010	\$ 8,971,376	\$ 9,332,061	\$ 9,103,852	\$ 9,797,193	\$ 9,980,704	\$ 11,285,200	\$ 11,231,128	\$ 10,802,598	\$ 8,905,932	\$ 6,803,051	\$ 4,951,344
Liabilities and Shareholders' Equity												
Current liabilities:												
Accounts payable	\$ 280,942	594,976	435,404	504,406	553,354	451,673	259,307	536,992	518,439	511,890	226,975	204,597
Accrued expenses	1,492,522	1,180,237	2,039,864	1,919,058	2,099,787	1,770,286	1,565,972	1,491,043	1,261,699	1,106,738	1,107,999	964,606
Due to Related Parties	3,833,212	3,622,030	3,342,517	3,379,640	3,871,346	4,334,240	6,197,655	6,105,395	5,917,584	4,273,836	2,550,865	1,057,787
Total current liabilities	\$ 5,606,676	\$ 5,397,243	\$ 5,817,785	\$ 5,803,104	\$ 6,524,487	\$ 6,556,199	\$ 8,022,934	\$ 8,133,430	\$ 7,697,722	\$ 5,892,464	\$ 3,885,839	\$ 2,226,990
Other long-term liabilities	—	—	—	—	—	—	—	—	—	—	—	—
Total liabilities	\$ —	\$ 5,397,243	\$ 5,817,785	\$ 5,803,104	\$ 6,524,487	\$ 6,556,199	\$ 8,022,934	\$ 8,133,430	\$ 7,697,722	\$ 5,892,464	\$ 3,885,839	\$ 2,226,990
Members equity												
Total liabilities and shareholders' equity	\$ 9,130,010	\$ 8,971,376	\$ 9,332,061	\$ 9,103,852	\$ 9,797,193	\$ 9,980,704	\$ 11,285,200	\$ 11,231,128	\$ 10,802,598	\$ 8,905,932	\$ 6,803,051	\$ 4,951,344

  
 Jean St. Germaine, CFO  
 3/26/19



## GIS Engineering, LLC

## Statement of Operations

Prepared 2/28/19

See accompanying notes to consolidated financial statements.

	Month Ended January 31, 2019	Month Ended December 31, 2018	Month Ended November 30, 2018	Month Ended October 31, 2018	Month Ended September 30, 2018	Month Ended August 31, 2018	Month Ended July 31, 2018	Month Ended June 30, 2018	Month Ended May 31, 2018	Month Ended April 30, 2018	Month Ended March 31, 2018	Month Ended February 28, 2018
Revenues	\$ 1,356,773	\$ 1,580,219	\$ 1,787,127	\$ 1,470,420	\$ 1,589,730	\$ 2,098,081	\$ 1,492,908	\$ 1,944,645	\$ 1,389,236	\$ 1,675,959	\$ 1,423,431	\$ 912,846
Cost of revenues	1,234,008	1,384,471	1,460,642	1,336,626	1,636,172	1,774,438	1,236,691	1,844,701	1,216,230	1,491,801	1,149,378	868,613
Gross profit	102,765	195,748	326,485	133,794	(46,442)	323,643	256,217	99,944	173,006	184,158	274,053	44,233
General and administrative expenses	146,673	127,521	105,323	98,118	97,698	153,770	84,015	99,488	74,536	83,468	102,220	68,532
Depreciation	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,052	4,434	(21,025)	17,164
Operating income	(51,542)	60,593	213,528	28,042	(151,774)	162,239	164,568	(7,178)	91,418	96,236	192,858	(41,463)
Other expense (income), net	(736)	736	-	-	25	-	-	-	10	-	-	85
Net income	\$ (50,806)	\$ 59,857	\$ 213,528	\$ 28,042	\$ (151,799)	\$ 162,239	\$ 164,568	\$ (7,178)	\$ 91,408	\$ 96,236	\$ 192,858	\$ (41,548)

## EBITDA

Add: Interest	-	-	-	-	-	-	-	-	-	-	-	-
Add: Depreciation & Amortization	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,052	4,434	(21,025)	17,164
Add: Loss on disposal of fixed assets	-	-	-	-	-	-	-	-	-	-	-	-
Add: Taxes	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA	(43,172)	67,491	221,162	35,676	(144,165)	169,873	172,202	456	98,460	100,690	171,833	(24,384)
	-3.2%	4.3%	12.4%	2.4%	-9.1%	8.1%	11.5%	0.0%	7.1%	6.0%	12.1%	-2.7%



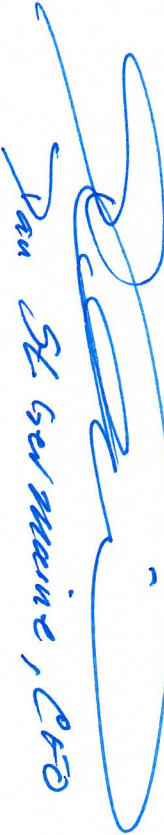
Jean St. Germaine, CEO

3/26/19

## Statement of Changes in Member's Equity

For the Month Ended January 31, 2019

Common	Stock	Paid-in Capital	Retained	Shareholder's
			Earnings	Equity
Balance at January 31, 2018	-	2,632,203	133,692	2,765,902
Contribution from Parent	-	-	-	-
Net Income February 2018	(41,548)	(41,548)	92,144	2,724,354
Balance at February 28, 2018	-	2,632,203	92,144	2,724,354
Contribution from Parent	-	-	-	-
Net Income March 2018	-	-	192,858	192,858
Balance at March 31, 2018	-	2,632,203	285,002	2,917,212
Contribution from Parent	-	-	-	-
Net Income April 2018	-	-	96,256	96,256
Balance at April 30, 2018	-	2,632,203	381,258	3,013,468
Contribution from Parent	-	-	-	-
Net Income May 2018	-	-	91,408	91,408
Balance at May 31, 2018	-	2,632,203	472,666	3,104,876
Contribution from Parent	-	-	-	-
Net Income June 2018	-	-	(7,178)	(7,178)
Balance at June 30, 2018	-	2,632,203	465,488	3,097,698
Contribution from Parent	-	-	-	-
Net Income July 2018	-	-	164,568	164,568
Balance at July 31, 2018	-	2,632,203	630,056	3,262,266
Contribution from Parent	-	-	-	-
Net Income August 2018	-	-	162,239	162,239
Balance at August 31, 2018	-	2,632,203	792,295	3,424,505
Contribution from Parent	-	-	-	-
Net Income September 2018	-	-	(151,799)	(151,799)
Balance at September 30, 2018	-	2,632,203	640,496	3,272,706
Contribution from Parent	-	-	-	-
Net Income October 2018	-	-	28,042	28,042
Balance at October 31, 2018	-	2,632,203	668,538	3,300,748
Contribution from Parent	-	-	-	-
Net Income November 2018	-	-	213,538	213,538
Balance at November 30, 2018	-	2,632,203	882,066	3,514,276
Contribution from Parent	-	-	-	-
Net Income December 2018	-	-	59,857	59,857
Balance at December 31, 2018	-	2,632,203	941,923	3,574,133
Contribution from Parent	-	-	-	-
Dividends	-	-	-	-
Net Income January 2019	-	-	(50,806)	(50,806)
Balance at January 31, 2019	-	2,632,203	891,117	3,523,334

  
 Jean St Germaine, CEO  
 3/20/19

# GIS Engineering, LLC

## Statement of Cash Flows

Prepared 2/28/19

Operating activities												
Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended
January 31, 2019	December 31, 2018	November 30, 2018	October 31, 2018	September 30, 2018	August 31, 2018	July 31, 2018	June 30, 2018	May 31, 2018	April 30, 2018	March 31, 2018	February 28, 2018	
Net income (Loss)	\$ (50,806)	\$ 59,857	\$ 213,528	\$ 28,042	\$ (151,799)	\$ 162,239	\$ 164,568	\$ (71,178)	\$ 91,408	\$ 96,256	\$ 192,858	\$ (41,548)
Adjustments to reconcile net income to net cash provided by operating activities:												
Deferred income taxes												
Depreciation and amortization	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,052	\$ 4,435	\$ (21,024)	\$ 17,164
Changes in operating assets and liabilities that provided (used) cash:												
Accounts receivable	\$ 291,206	\$ (187,822)	\$ (567,028)	\$ 7,001	\$ 260,049	\$ 811,057	\$ (228,461)	\$ (617,915)	\$ 302,102	\$ (635,902)	\$ (437,744)	\$ 428,133
Prepaid expenses and other assets	\$ 18,861	\$ 25,208	\$ 12,293	\$ (206,869)	\$ (36,843)	\$ 36	\$ 36	\$ 36	\$ (282)	\$ 17,855	\$ 36	\$ 36
Other assets	\$ -	\$ 17,854	\$ -	\$ -	\$ 17,854	\$ 237	\$ (237)	\$ 18,136	\$ (282)	\$ 17,855	\$ 36	\$ 36
Accounts payable	\$ (314,034)	\$ 159,572	\$ (69,002)	\$ (48,948)	\$ 101,681	\$ 192,366	\$ (277,685)	\$ 18,553	\$ 6,549	\$ 284,915	\$ 22,378	\$ (42,817)
Accrued expenses	\$ 312,293	\$ (859,627)	\$ 120,806	\$ (180,729)	\$ 329,501	\$ 204,315	\$ 74,929	\$ 229,344	\$ 154,860	\$ (1,261)	\$ 143,393	\$ 144,725
Due to/from related parties	\$ (400,062)	\$ 967,832	\$ 232,273	\$ 443,365	\$ (328,077)	\$ (1,377,884)	\$ 259,216	\$ 365,341	\$ (899,523)	\$ 569,616	\$ 99,071	\$ (490,557)
Net cash provided (used) by operating activities	\$ (134,908)	\$ 190,508	\$ (49,496)	\$ 49,496	\$ 0	\$ 0	\$ 0	\$ 13,951	\$ (337,698)	\$ 335,951	\$ (486)	\$ 14,425
Investing activities												
Purchase of property and equipment	\$ (55,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (13,951)	\$ 1,747	\$ -	\$ (10,674)	\$ (3,315)
Net cash used in investing activities	\$ (55,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (13,951)	\$ 1,747	\$ -	\$ (10,674)	\$ (3,315)
Financing activities												
Net borrowings with central treasury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net cash provided (used) by financing activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net increase (decrease) in cash and cash equivalents	\$ (190,508)	\$ 190,508	\$ (49,496)	\$ 49,496	\$ -	\$ -	\$ -	\$ (0)	\$ (335,951)	\$ 335,951	\$ (11,110)	\$ 11,110
Cash and cash equivalents at beginning of period	\$ 190,508	\$ -	\$ 49,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,110	\$ -
Cash and cash equivalents at end of period	\$ -	\$ 190,508	\$ -	\$ 49,496	\$ -	\$ -	\$ -	\$ (0)	\$ 335,951	\$ 335,951	\$ 0	\$ 11,110
Supplemental disclosures of cash flow information												
Interest paid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Income taxes paid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*For St. Germaine, CEO*  
3/26/19

## **APPENDIX D DBE CERTIFICATION**





**Office of the Secretary**

PO Box 94245 | Baton Rouge, LA 70804-9245  
ph: 225-379-1382 | fx: 225-379-1865

**John Bel Edwards**, Governor  
**Shawn D. Wilson, Ph.D.**, Secretary

April 10, 2018

Fourrier & de Abreu Engineers, LLC  
Ricardo Coelho de Abreu  
3084 Westfork Drive, Suite A  
Baton Rouge, LA 70816

Dear Ricardo Coelho de Abreu:

We are pleased to inform you that your firm has been certified as a **DBE** for the following work categories:

**NC541330-Engineering Services**  
C01-Geotechnical Engineering  
C09-Civil Engineering  
C22-Environmental Engineering

Please note that per the federal regulations, suppliers only receive 60% goal credit towards the materials they provide. Also note that a Louisiana Contractor's License is required by any contractor performing work in excess of \$50,000 with the exception of electrical, mechanical and plumbing which are required to have a license if work is in excess of \$10,000. You may contact the State Licensing Board for Contractors at (225) 765-2301 for more information. Your firm's certification will be recognized by all participants of the Louisiana Unified Certification Program. This includes all entities receiving federal transportation funding within the boundaries of our state.

Be advised that recent changes in the Federal Regulations which govern our **DBE** programs have removed expiration dates on certifications. Therefore, recertification every three (3) years is no longer needed. However, you will be required to submit an annual affidavit, along with all supporting documents, stating that your firm continues to meet the eligibility requirements of the program. This form will be sent to you approximately 4 weeks prior to your anniversary date (**April 30, 2019**). You must notify our office immediately regarding any changes which affect the social and economic disadvantage, size, ownership or control of your firm.

We reserve the right to withdraw this certification, if at any time, it is determined that **DBE** certification was knowingly obtained by the submission of false, misleading or incorrect data. We, further reserve the right to request additional information and/or conduct an on-site visit at any time during your certification period.

The Department has contracted with SJB Group, LLC to provide DBE Supportive Services to all our certified DBE's at no cost to you. This consultant can offer your firm assistance and guidance on areas such as marketing, estimating, bidding, financial preparations, etc. Please feel free to contact Jackie des Bordes, or Kenyatta Sparks with the SJB Group, LLC, (225) 769-3400 for any assistance needed to grow your organization.

If we can be of further assistance, please don't hesitate to contact the DBE Certification Unit, (225) 379-1382.

Sincerely yours,

Remy B. Graves  
DBE/SBE Programs Manager