NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - MAY 28, 2020 - 1:15 P.M.
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510

Notice is hereby given in accordance with Order of the Governor issued March 16, 2020, the City Council of the City of Galveston will conduct its Special Meeting by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Corona Virus/COVID-19. There will be no public access to the location described above.

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

2. ROLL CALL

3. CONFLICTS OF INTEREST

4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
   1. Expressions of thanks, gratitude, and condolences

   2. Information regarding holiday schedules

   3. Recognition of individuals

   4. Reminders regarding City Council events

   5. Reminders regarding community events

   6. Health and safety announcement

5. COMMUNICATIONS AND PETITIONS
   Claims: 20-035 - Jose Pulido; 20-036 - Nora Garcia; 20-037 - Terri Valiante; 20-038 - Spencer Washington; 20-039 - Catherine Brown Morris; 20-040 - Juan Ramirez.

6. PUBLIC HEARINGS

6.A. Conduct A Public Hearing And Consider For Approval The 2020 Community Development Block Grant-CV (CDBG-CV) Coronavirus Aid, Relief, And Economic Security (CARES Act) Supplemental Funding In The Amount Of $442,934. Amendment To The 2019 Consolidated Plan To Implement Coronavirus Pandemic Disaster Projects For The CDBG-CV Funding Of $714,670. Authorize The City Manager To File A Grant Application (Amendment) With The U.S. Department Of Housing And Urban Development (HUD) And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (A. Law)

   Documents:

   STAFF REPORT 2020 CDBG-CV 2019 CONPLAN AMEND.PDF

7. PUBLIC COMMENT

Members of the public may submit a public comment using the web link below. All comments submitted prior to the meeting will be provided to the City Council.

https://forms.galvestontx.gov/Forms/PublicComment

A. Agenda Items
B. Non-Agenda Items

8. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Procedures For Allocating Net Disbursible Funds To Eligible Groups By Allowing For Re-Allocation In The Event Of Significant Reductions To Hotel Occpancy Tax; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (M. Loftin)

Documents:

ARTS AND HISTORICAL HOT AWARD REALLOCATIONS.PDF
ARTS AND HISTORIC COVID PRO RATA ADJUSTMENT ORDINANACE 20-XXX.DOCX

8.B. Consider For Action An Ordinance Of The City Of Galveston, Texas, Adopting The Homestead, Elderly, And Disabled Ad Valorem Tax Exemptions For Tax Year 2020, Pursuant To Chapter 33, Section 33-24 Of The Code Of The City Of Galveston 1982, As Amended; Making Various Findings And Provisions Related To The Subject. (M. Loftin)

Documents:

20-XXX TAX--ADOPTING TAX YEAR 2020 AD VALOREM EXEMPTIONS.DOC
PROPERTY TAX EXEMPTION STAFF REPORT MAY 2020.PDF
HTTPS___COMPTROLLER.TEXAS PROPERTY TAX EXEMPTIONS.PDF

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/Covid 19; Extending The State Of Disaster And Emergency In The City Of Galveston Until June 30, 2020; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Documents:

EXTENSION OF EMERGENCY UNTIL JUNE 2020.DOCX

9. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

9.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Interlocal Agreement With The Texas Department Of Transportation ("TxDOT") Whereby The City Of Galveston Will Provide Galveston Police Officers For Law Enforcement And Traffic Control Operations On Ferry Road And At The Galveston Ferry Landing; Authorizing The City Manager To Sign The Interlocal Agreement; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Documents:

TXDOT FERRY ROAD SECURITY 2020.DOCX
FERRY CONTRACT 2020-2021.PDF

9.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Accept A Coronavirus Aid, Relief, And Economic Security (CARES) Act Grant From The Texas Department Of Transportation, Aviation Division To Prevent, Prepare For, And Respond To The Impacts Of The COVID-19 Public Health Emergency On Airport Operations For Fiscal Year 2020 (M. Shahan).

Documents:

STAFF REPORT - CARES ACT GRANT RESOLUTION.PDF

9.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Accept Grant Funds From The Moody Endowment For The Purpose Of Assisting The City Response To The Covid-19 Crisis; Directing The City Manager To Execute All Necessary Documents Relating To The Grant; Providing For Findings Of Fact And Providing For An Effective Date. (T. Wrobleski)

Documents:

STAFF REPORT MOODY FOUNDATION GRANT.PDF
RESOLUTION ACCEPTING 150K GRANT FROM MOODY ENDOWMENT MAY MEETING.DOCX
2020-97 LETTER AND CONTRACT.PDF

9.D. Consider For Approval Of A Contract With Plexos Group, LLC, For The Community Development Block Grant (CDBG) Regional Administrative Services (RFP-20-12). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

Documents:

STAFF REPORT PLEXOS CONTRACT RFP 20-12.PDF
COG-CON-20-076 PLEXOS CONTRACT RFP 20-12 CDBG REGION MITIGATION SERVICES.PDF

9.E. Consider For Approval A Contract With Plexos Group LLC, For The Community Development Block Grant (CDBG) MIT Administrative Services (RFP-20-11). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

Documents:

STAFF REPORT RFP 20-11 PLEXOS CONTRACT.PDF
COG-CON-20-075 PLEXOS GROUP LLC CONTRACT RFP 20-11 CDBG-MIT.PDF

9.F. Consider Approval Of DCMC Partners Task Order #4 Authorizing The Expenditure Of An Amount Not To Exceed $30,000.00 For Technical Assistance And Disaster Consulting Services Related To COVID-19 Activities And Authorize The City Manager To Sign All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

Documents:

DCMC TASK ORDER NO. 4 STAFF REPORT.PDF

9.G. Consider For Acceptance A Grant Award From The National Endowment For The Arts (NEA) For Assistance In Developing The Galveston Arts And Cultural Master Plan. Authorizing The City Manager To Sign All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

Documents:

STAFF REPORT NEA GRANT.PDF

9.H. Consider For Approval The Retention Of Temporary Accounting Services From AccounTemps Through HGAC Purchasing Cooperative Contract #TS06-17 For Closeout And Audit Services For Hurricane Ike To Assist The FEMA Public Assistance Program Manager, For An Additional Amount Not To Exceed $30,000. (T. Wrobleski)

Documents:

ACCOUNT TEMPS STAFF REPORT.PDF

9.I. Consider For Approval The Grant Terms And Conditions (Grant Agreement) With The Texas Division Of Emergency Management (TDEM) For Coronavirus Relief Fund (CRF) For COVID-19 Eligible Costs, And Authorize The City Manager To Execute All Necessary Documents Upon Final Approval By The Legal Department. (T. Wrobleski)

Documents:

STAFF REPORT COVID-19 CARES ACT.PDF
CRF-CERTIFICATION-SIGNATURE-PAGES.PDF
COUNTIES_CITIES_CRF_FINAL.PDF
CRF-TERMS-AND-CONDITIONS_FINAL.PDF

9.J. Beach Surveying - One-Year Renewal Option Of Interlocal And Contract (D. Henry) Consider for action accepting a one-year renewal option of the contract with Aptim Environmental & Infrastructure, LLC. for professional services to perform wading depth and depth of closure surveys of the beach, and a one-year renewal option of the Interlocal Agreement between the City and the Galveston Park Board of Trustees regarding cost sharing for the project, and authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney. Funding to come from the Galveston Park Board of Trustees and the Beach Silo of the IDC 4B Sales Tax, in an amount not to exceed $103,149.00.

Documents:

2020-05-28 - COUNCIL STAFF REPORT - 2020 INTERLOCAL RENEWAL WITH PB AND CONTRACT RENEWAL.PDF
02_28_2019 - PARK BOARD ILA ANNUAL BEACH SURVEYS.PDF

9.K. Consider For Approval The Amendments To The HOME Investment Partnerships Program (HOME) Projects (Program Years 2017–2019) For The Reallocation Of 2017-2019 Community Housing Development Org. Funding Of $115,488.50 To Short-Term Tenant-Based Rental Assistance And 2019 Tenant-Based Rental Assistance Program Funding Of $38,797.50 To 2019 HOME Program Administration And A Revised Scope For The 2019 Tenant-Based Rental Assistance Balance Of Funds To Allow For The Provision Of Short-Term Rental Assistance. Authorize The City Manager To Execute All Necessary Contracts, Certifications, And Documents For The Projects. (A. Law)

Documents:

STAFF REPORT HOME AMENDMENTS.PDF

9.L. Consider Approving The Purchase Of IGM Technologies Gravity Lease Management Extension To The Existing Contract For The Software Used To Prepare The Comprehensive Annual Financial Report. (M. Loftin)

Documents:

GRAVITY LEASE MANAGEMENT SOFTWARE ADD-ON MODULE.DOCX
IGM TECHNOLOGY SAAS AGREEMENT FOR THE LEASE MANAGEMENT MODULE.PDF

9.M. Consider For Approval The Payment Of $35,445.38 To Mustang Rental Services For The Cost Of Repairs To A CAT259 Skid Loader Rented By The Galveston Public Works Department / Drainage Division And Damaged In A One Vehicle Rollover Incident. Estimated Insurance Reimbursement From TMLIRP Is $35,198.38. (R. Simmons)

Documents:

STAFF REPORT MUSTANG RENTAL SERVICES.DOC

9.N. Consider For Approval The Purchase Of 3 Sets Of Personal Protective Equipment (PPE) Along With Additional Replacement PPE Items From NAFECO Through Buy Board (Contract #603-20) For A Total Amount Of $23,331.90. Funding For The PPE's Will Come From Our Protective Clothing Account. (C. Olsen)

Documents:

SCAN.PDF
SCAN.PDF

9.O. Consider For Approval The Renewal Of The Annual Maintenance Support Agreement For A 3-Year Term For City's Financial And Human Resources Software System, Banner, Awarding The Contract To Avenu Government Systems, LLC In The Amount Of $240,793.59 (H. Dean).

Documents:

AVENU-BANNER MAINTENANCE AND SUPPORT 3-YEAR STAFF REPORT.PDF
TX-CITY OF GALVESTON - BANNER TCP AMEND 7 2020-2023 V2 - 06012020 FINAL.PDF

9.P. Consider For The Approval A 3-Year Contract, With The Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years, With No Cost To The City. This Contract Will Continue Giving People Options To Pay To Park Using A Smart Phone Or Other Electronic Device, Which The Marshals Office, Parking Enforcement Division, Already Have In Operation For Paying To Park And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. There Will Be No Funding Source. (B. Stroud)

Documents:

PAY BY PHONE PACKET.PDF

9.Q. Consider For The Approval A 3-Year Contract With Mitchell Time And Parking, With The

Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years. We Will Be Utilizing The National Cooperative Purchasing Alliance With Parkeon Using The Contract Number 05-39. This Contract Will Give The City Continued Support And Maintenance For The 16 Strada Pay Stations In The Downtown Area, Which The Marshals Office, Parking Enforcement Division, Already Have In Operation For Paying To Park And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. Funding Will Be From The Parking Management Fund. (B. Stroud)

Documents:

MITCHELL TIME AND PARKING PACKET.PDF

9.R. Consider For Approval The Award Of A Contract To Republic Services For The Rental And Disposal Of Sanitary Sewer Solid Waste Containers, From All Of The City Of Galveston's Wastewater Treatment Plants, (IRFP #20-IRFP-04), At An Estimated Cost Not To Exceed $45,000.00 Annually For A Term Of Three Years With An Option To Extend The Contract Up To Two (2) Additional Years. (T. Pedraza)

Documents:

REPUBLIC SERVICES WASTE CONTAINERS AND HAULING.PDF

9.S. Consider For Approval A Resolution Adopting Policies To Ensure The City Is Eligible To Receive And Use CDBG-DR Funding For City's DR-4332 Community Development Block Grant - Disaster Recovery Program Contract Number 20-065-001-B947 And Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

CDBG-DR FUNDING.PDF

9.T. Consider For Approval Change Order #1 To The Contract With Angel Brothers Enterprises, LTD, For The Seawall Boulevard Mill And Overlay Project From Boddeker Road To SH87 (Ferry Road) In The Amount Of $132,059.71. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

ANGEL BROTHERS LTD.PDF

9.U. Consider For Approval An Agreement Between Health Management Systems ("HMS") And The Chapter 172 Health Benefits Plan Board Of Trustees, Allowing HMS To Perform An Examination, Audit Or Other Evaluation Of The Documents, Files, Books And/Or Other Records Pertaining To The Health Care Benefit Claims Paid By A Claims Administrator For The City's Group Health Plan(K. Etienne).

Documents:

STAFF REPORT--HMS BUSINESS ASSOCIATE AGREEMENT.PDF

9.V. Receive And File The Following Documents:

1. Park Board Financial Forecast 2020
2. Wharves Board Financial Forecast 2020

3. Sandpiper Cover Letter of Support

Documents:

PARK BOARD FINAL FORECAST 2020 - CONSOLIDATED.PDF
SANDPIPER COVE SUPPORT LETTER.DOCX.PDF
REVISED 2020 -B BUDGET.PDF

10. ACTION ITEMS

10.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Supporting The Port Of Galveston's Proposed West End Cargo Corridor Complex Project; Making Various Findings And Provisions Related To This Subject; And Providing For An Effective Date. (Brown/Yarbrough)

Documents:

PORT WEST END CARDO CORRIDOR PROJECT.DOCX

10.B. Discuss And Consider For Action A Request For Approval Of Sale Of Narrow Strip Of Land Located Between 1319 Pilot Lane And The Crash Boat Basin (M. Jadidi)

Documents:

1319 LAND SALE STAFF REPORT.DOCX
1319 PILOT POTENTIAL ROW PURCHASE (002).JPG

10.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing The Recycling Ad Hoc Committee; Providing For The Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure; Providing For Findings Of Fact And Providing For An Effective Date. (Cole/Yarbrough)

Documents:

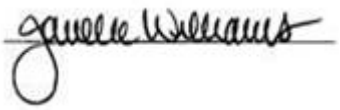
RECYCLING AD HOC COMMITTEE 2020.DOC

10.D. Consider For Approval Appointments To The Following City Boards, Commissions, And Committees:

1. Galveston Island Redevelopment Authority/Galveston Housing Finance Corporation/Galveston Property Finance Authority
2. Recycling Ad Hoc Committee
3. Zoning Board of Adjustments and Appeals

11. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on May 22, 2020 at 12:00 P.M.



Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT

THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

City of Galveston

Grants & Housing Department
Staff Report

2508 Ball Avenue / Galveston, TX 77550
(409) 797-3820 / Fax (409) 291-4553

May 28, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Alice T. Law, Director of Grants & Housing

RE: Conduct a Public Hearing and Consider for Approval the 2020 Community Development Block Grant-CV (CDBG-CV) Coronavirus Aid, Relief, and Economic Security (CARES Act) supplemental funding in the amount of $442,934. Amendment to the 2019 Consolidated Plan to implement coronavirus pandemic disaster projects for the CDBG-CV funding of $714,670. Authorize the City Manager to file a grant application (amendment) with the U.S. Department of Housing and Urban Development (HUD) and execute all necessary contracts, certifications, and documents for the Programs.

I. Background

A. The CARES Act made supplemental CDBG funding available through the U.S. Dept. of Housing and Urban Development (HUD) for grants to prevent, prepare for, and respond to the coronavirus. HUD has awarded the City $714,670 in CDBG-CV funding.

B. All activities or projects funded under the CDBG-CV Program must be in prevention and response to the coronavirus and be eligible CDBG activities.

C. The CARES Act allows waivers to the CDBG regulations to eliminate the 15% cap on public services activities, allow for a citizen participation period of no less than 5-days, and allow for virtual public hearings.

D. HUD is in the process of preparing requirements and waivers specific to the CDBG-CV and will allow amendments as needed to projects. HUD has directed cities to proceed with CDBG-CV approval of projects and submittal of amendments before the notice is published.

II. Current Situation

A. The City has developed the following projects for consideration of funding:

1. University of Texas Medical Branch (UTMB) COVID-19 Testing $300,000 - fund additional COVID-19 testing and re-testing to focus on low-moderate income hospitality industry workers and low-

moderate income population as needed and provide for the health and safety of the citizens, would provide for an estimated 3,000 tests at the Galveston facility. This is a public service activity.

2. CDBG-CV Administration $142,934 - fund administration costs at no more than 20% of the grant (regulatory allowance) for the CDBG-CV program to ensure regulatory requirements are met and implementation of the projects.
3. Unprogrammed Balance $271,736

B. The City will amend its 2019 Consolidated Plan to implement coronavirus pandemic disaster projects for the CDBG-CV funding of $714,670.

C. The City implemented the citizen participation process to allow for a 5-day citizen comment period to be completed on May 27, 2020.

III. Issues

A. Consistency with HUD Consolidated Plan – All activities or projects funded under the CDBG-CV Program are in compliance with the City's Consolidated Plan. The amendment will provide the CDBG-CV Program implementation information.

E. Compliance with Regulatory Requirements – The City has met the requirements for these funds and amendment per the CARES Act and allow projects to assist with response to COVID-19.

F. Impact or Ramifications – Failure to approve the CDBG-CV Program and amendment will delay the implementation of programs.

IV. Recommendation

1. Approve the Approval the 2020 Community Development Block Grant-CV (CDBG-CV) Coronavirus Aid, Relief, and Economic Security (CARES Act) supplemental funding in the amount of $442,934. Amendment to the 2019 Consolidated Plan to implement coronavirus pandemic disaster projects for the CDBG-CV funding of $714,670. Authorize the City Manager to file a grant application (amendment) with the U.S. Department of Housing and Urban Development (HUD) and execute all necessary contracts, certifications, and documents for the Programs.

V. Fiscal Impact Report

Requested by:	Alice T. Law, Director of Grants & Housing
Funding Source:	U.S. Dept. of Housing & Urban Development (HUD) 2020 Community Development Block Grant-CV Program
Costs of implementation:	Total $442,934

Respectfully Submitted,

Alice T. Law
Director of Grants & Housing

City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

May 28, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Michael Loftin, Assistant City Manager Finance

RE: Consider for action approval of amending the procedures of the Arts and Historical Preservation Advisory Board for allocating net disbursable HOT funds as outlined in the document entitled "Criteria and Selection Procedures for Contributions for Hotel Occupancy Tax to Arts and Historical Preservation".

I. Background

A. Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic distribution of HOT funds to applicant organizations.

B. Section 33-92 of the Code contains the allocation methodology and procedures for the Arts and Historic HOT funds.

II. Current Situation

The Hotel Occupancy Tax revenue is being reduced significantly due to the COVID-19 pandemic related closures in the hotel industry. It is estimated that HOT revenue will be reduced to 10 – 35% of budgeted revenue for April through September 2020. The Arts and Historical Preservation 6/8 value of the penny could potentially be reduced to as low as $756,000. The estimate is based on the assumption that facilities and businesses will reopen in May and gradually recover to pre-COVID-19 operations over time.

III. Issues

A. The Arts and Historical Preservation 6/8 penny of Hotel Occupancy Tax revenue is at risk of not reaching the gross projected amount of $1.4M for fiscal year 2020.

B. The Galveston City Code does not provide a methodology to follow in the event of an underrun of the gross projected amount of the 6/8 of the penny for any fiscal year to Arts and Historical Preservation organizations.

C. City staff recommends amending the City Code to provide a specific allocation method to re-allocate awarded amounts to Arts and Historical Preservation organizations when there is a significant reduction to the projected Hotel Occupancy Tax revenue.

   a. For any fiscal year that the value of the HOT fund is over estimated or the fund is impaired as a result of adverse economic conditions, the awarded amounts to Arts and Historical Preservation organizations will be reduced by a pro rata adjustment of the reduced amount.

D. **Impact or ramifications** – Provide clarification and guidance to the City of Galveston Arts and Historical Preservation Advisory Board when faced with applying a reduction to awarded amounts of organizations as a result adverse economic conditions.

IV. Recommendations

Amend Section 5. Allocations of Exhibit A, the document entitled "Criteria and Selection Procedures for Contributions for Hotel Occupancy Tax to Arts and Historical Preservation", of City Code Chapter 33-92.

V. Fiscal Impact Report

Requested by:	Michael W. Loftin Assistant City Manager Finance
Funding Source:	Hotel Occupancy Tax revenues
Cost of implementation:	None

RESOLUTION NO. 19-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DISTRIBUTING AND AWARDING FISCAL YEAR 2020 AND FISCAL YEAR 2021 HOTEL OCCUPANCY TAX REVENUES TO ELIGIBLE ARTS AND HISTORIC PRESERVATION ORGANIZATIONS UNDER MULTI-YEAR AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH SUCH RECIPIENTS; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THE RESOLUTION TO THE PARK BOARD OF TRUSTEES; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes certain cities to levy a hotel occupancy tax; and

WHEREAS, Article III, Chapter 33 of The Code of the City of Galveston 1982, as amended ("The City Code"), levies a hotel occupancy tax and provides for distribution of the receipts; and

WHEREAS, Section 33-92(5) of the City Code designates arts and historic preservation organizations as eligible recipients of the hotel occupancy tax proceeds levied pursuant to Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to award multi-year agreements to certain eligible entities to receive portions of the 2020 fiscal year and 2021 fiscal year hotel occupancy tax proceeds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas, hereby awards a multi-year agreement to each entity. Each entity shall receive the following distributions of the fiscal year 2020 and fiscal year 2021 hotel occupancy tax revenues as shown below. Dollar amounts are approximate and are not guarantees of the actual amount each entity will receive:

Recipients and Amounts Awarded

Entities	Amount Granted from HOT funds (Estimate)
East End Historic District Association	$6,900.00
International Oleander Society	$3,200.00
Galveston Ballet	$8,500.00
LULAC	$5,850.00

Galveston Art League	$10,000.00
Galveston Children's Museum	$20,000.00
Island ETC	$27,000.00
Galveston Island Nature Tourism Council	$36,000.00
Island Star Performances	$40,000.00
Center for 20th Century Studies	$30,000.00
Galveston Symphony Orchestra	$30,000.00
Turtle Island Restoration Network	$9,100.00
Offshore Oil Rig Museum	$47,000.00
Galveston Arts Center	$42,000.00
Cavalla Historical Foundation	$73,000.00
Artist Boat	$87,000.00
Railroad Museum	$100,00.00
Bryan Museum	$213,000.00
Grand Opera House	$296,900.00
Galveston Historic Foundation	$326,357.00
Total	$1,411,807.00

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute agreements with each entity, upon final approval by the City Attorney.

SECTION 4. The City Council hereby directs the City Secretary to send a certified copy of this Resolution to the Galveston Park Board of Trustees.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 22nd day of August, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 27 th day of Aug., 2019

Janelle Williams
Secretary for the City Council
of the City of Galveston

CITY OF GALVESTON ★ 1839 ★

ORDINANCE NO. 19-069

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 33, "TAXATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY AMENDING THE REGULATIONS OF APPOINTMENTS OF THE ARTS AND HISTORICAL PRESERVATION ADVISORY BOARD; MAKING CHANGES TO THE PROCEDURES OF THE ARTS AND HISTORIC PRESERVATION BOARD BY REQUIRING QUARTERLY REPORTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, Section 33-92 of the Code contains the distribution and procedures for the Arts and Historic HOT funds; and,

WHEREAS, City Council has deemed it necessary to change the manner of appointment to the Arts and Historic Preservation Board; and,

WHEREAS, in its last review, staff and members of the Arts and Historic Preservation Board discovered that the procedures governing the distribution of HOT required the addition of quarterly reports, in addition to the end of year report, to maintain accountability for funds.

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to amend Section 33 of the Code regarding who may be appointed to the Arts and Historic Preservation Board, and adding quarterly reports to the procedures regarding distribution of HOT funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Section 33-95, "Advisory Board" is hereby amended to read and provide as follows:

Sec. 33-95. – Advisory Board.

(a) There is hereby created a board known as the Arts and Historical Preservation Advisory Board which shall consist of seven (7) persons selected and appointed by the city council for overlapping terms of three (3) years, commencing November 1, of each year, as follows:

Seven (7) ~~Three (3)~~ board members shall be citizens-at-large ~~(positions one (1), two (2), and three (3)) and these at-large appointments shall not be board members of the chamber of commerce or the hotel/motel association; three (3) board members shall be nominated by the hotel/motel association (positions four (4), five (5), and six (6)); one (1) board member shall be nominated by the chamber of commerce (position seven (7));~~ and one board member shall be an ex-officio, nonvoting member, who may be a city council representative or a member of city staff (position eight (8)).

The first board shall serve as follows:

(1)Positions 1 and 2: October 2019 to October 2020 ~~November, 1994 to November, 1995.~~

(2)Positions 3 and 4: October 2019 to October 2021 ~~November, 1994 to November, 1996.~~

(3) Positions 5, 6 and 7: October 2019 to October 2022 ~~November, 1994 to November, 1997.~~

(4) Position 8:The ex officio shall serve ~~November, 1994~~ until their term as councilmember expires or ~~member~~ otherwise ceases to serve as councilmember. Thereafter, all members, except the ex-officio member, shall be appointed for a three-year term. "Term" shall be defined as November to November of each year. No member, except the ex-officio member, shall serve more than two (2) consecutive terms. The ex-officio member shall serve a term as determined by city council. All appointments shall be made by city council and all terms shall be staggered. No board member shall be an employee, officer, or board member of any organization receiving or requesting funds. However, any board member, may be a volunteer of an organization requesting or receiving funds.

SECTION 3. Section 33-92 - Distribution of tax proceeds.

For changes to the Criteria and Selection Procedures for Contributions of Hotel Occupancy Tax to Arts and Historical Preservation, see the attached Exhibit A.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 14th day of November, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 15th day of NOV., 2019.

Janelle Williams
Secretary for the City Council
of the City of Galveston

CITY OF GALVESTON ★ 1839 ★

This program shall begin for 2019-2020 Fiscal Year.

EXHIBIT 'A'

ARTS AND HISTORY FUND ADVISORY BOARD CRITERIA AND SELECTION PROCEDURES FOR CONTRIBUTIONS OF HOTEL OCCUPANCY TAX TO ARTS AND HISTORICAL PRESERVATION

The purpose of the Arts and History Fund Advisory Board of the City of Galveston (Advisory Board) is to allocate hotel motel occupancy tax (HOT) funds to arts and historic preservation groups pursuant to section 33-92(5) of **The Code of the City of Galveston, 1982, as amended.**

All applicants and current recipients are required to attend mandatory meetings. All meetings will be posted by the City Secretary's Office, which shall follow the laws as set out in the Texas Open Meetings Act.

1. Eligibility Requirements for all applicant organizations

Applicant organizations must:

1. demonstrate tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code or other non profits the City of Galveston deems appropriate;

2. have been in operation for at least one (1) calendar year before the grant application deadline;

3. produce financial statements showing activity for one (1) calendar or fiscal year before the grant application deadline;

4. be headquartered in Galveston. An organizational history/philosophy statement shall be attached to the application;

5. provide programs and events available to City residents and tourists;

6. demonstrate that the request for hotel tax funds does not constitute more than 20 percent of the operational budget.

7. comply with all City ordinances and City procurement procedures when using funds received from the City of Galveston

2. Financial Documentation Required to Apply for Funding

All organizations shall include with their application to the Advisory Board a

proposed annual budget. The proposed budget shall include an itemized description of how the organization shall spend the hotel tax funds during the award year.

3. Criteria for Evaluation

The following criteria are intended to encourage organizations to reach the highest artistic, programmatic and organizational standards. All applications shall be ranked by the Board based on the following criteria:

Program quality (40 points) and;
Visitor appeal (40 points) and;
Administrative ability (20 points)

The primary purpose of all applying entities shall be to market their event or product to attract tourism to the City of Galveston. All awarded entities will participate in and complete the attached Standard Operation Procedure to ensure compliance with this purpose.

The Advisory Board shall use the above criteria and award points based on the organization's application.

Following are general guidelines applicable to each component of the Advisory Board's criteria:

A. Program Quality (40 Points):

- High artistic and/or programmatic quality as perceived by peers, critics and others, as appropriate;
- Innovative and creative programs;
- Vision and leadership demonstrated by the organization;
- Activities that further applicant's artistic and/or programmatic goals and objectives;
- Effective use of community resources; and
- Quality of marketing materials used for promotional purposes, and the scope of distribution of those materials. (Organizations should provide examples with the applications).

B. Visitor appeal (40 points):

- Organization's commitment to attract visitors;

- verifiable information regarding the organization's ability to attract visitors with proof of actual attendance of the event, program, or attraction, with details regarding attendance from off-island and on-island visitors, and, if possible, number of room nights related to the event;

- number of days per year attractions are open to the public; number of events and/or programs open to the public. (Organizations should provide a list of programs and activities with applications).

C. Administrative ability (20 points):

- continuing history of growth, stability and vision;

- long-range and/or short-range plan;

- governing board that is representative of the community, meets regularly and sets policies for the organization;

- evidence of ability to deliver services effectively, including qualified staff and volunteers;

- realistic budget and accurate appropriate financial reports;

- diverse funding sources, both earned and unearned and both public and private;

- effective use of available resources;

- demonstrated effective use of hotel tax funds in the past and/or effective proposed utilization of future tax funds, with credible references.

- a demonstration of efforts to involve individuals of diverse ethnic backgrounds;

- demonstrated willingness to collaborate with other groups;

- responsiveness to needs of culturally under-served audiences; and

- community contributions to the organization.

Historic Preservation. Entities wishing to engage in Historic Preservation may also apply for HOT funds pursuant to Section 33-92(5) of the Code of the City of Galveston. Such entities will submit a master plan demonstrating their ability and strategy to accomplish their goal of historic preservation, and detail how such historic preservation will benefit tourism. Such master plan shall include references and examples for past completed projects in the area of historic preservation. Such entities must demonstrate their proposed use complies with legally allowable

uses of HOT funds. Such entities shall also demonstrate that they will not gain any private benefit from the receipt of HOT funds, if they are awarded.

4. Evaluation and Award of Funds

A. The Advisory Board will coordinate the process of selecting recipients for funds for this program. Advisory Board members shall review the applications, establishing that all required documentation has been provided. A minimum of two Advisory Board members shall be assigned to each applicant organization, ensuring that at least two Advisory Board members are intimately familiar with the operations and the application of each organization.

B. The Advisory Board shall schedule public hearings on the second Wednesday of May of each year in which applicants shall be allowed to publicly address the Advisory Board. All applicants will be notified of the hearing date and all applicants shall address the Advisory Board during the public hearings. **The Advisory Board shall make funding recommendations to City Council, based on the ranking of organizations pursuant to the award of criteria points, in the first available City Council meeting in July. City Council shall make the decision on which entities are awarded funds, and the amount of such funds. The City Council's decisions shall be final.**

C. Each recipient shall execute a contract with the City of Galveston and comply with all City and State expenditure reporting requirements.

D. The Advisory Board shall hold a mandatory meeting on the second Wednesday in August for all entities who have been awarded funding by City Council following the City Council's decision. The purpose of the meeting shall be to instruct all recipients on the reporting requirements of the Advisory Board, state procurement laws, and to give an overview of the process of distribution. A copy of the procurement laws will be made available at the meeting. Each recipient shall have two (2) representatives present at the meeting who shall have authority to execute the contract with the City of Galveston.

E. It is the sole responsibility of the recipient to comply with all requirements of disbursement of hotel/motel occupancy funds and to obtain the funds within the year of allocation. All entities that are awarded funds must obtain and spend all disbursed funds by the end of the calendar year following the year in which funds are awarded. Recipients are subject to be audited by the City of Galveston at any time to ensure compliance.

5. Allocations.

Allocated funds will be disbursed on a fixed dollar amount for two year periods and will be based on a pro rata adjustment of the 6/8 made available, as provided in the City Code. The City will allocate up to ninety-five percent (95%) of available funds to qualifying organizations. Funds will be distributed on a monthly basis. No entity shall be awarded more than 25% of net disbursable

funds in any fiscal year. Net disbursable funds is the gross projected amount of 6/8 of the penny minus the Cultural Arts Commission $50,000 and the 5 percent reserve.

Annually, $50,000 of available funds will be used to fund public art as recommended by the Cultural Arts Commission per fiscal year. The Cultural Arts Commission shall manage their own projects in compliance with state law.

The remaining five percent (5%) shall be placed in a reserve fund balance. Once this reserve fund reaches 15% of the projected 6/8 of the penny in any given year, the City Council and the Advisory Board may make interim grants out of any excess available funds.

Interim Grants are only available to entities who were grant recipients for previous standard award cycles. The Board may make recommendations for such interim grants, and City Council will make a final decision on whether to fund such application.

All forfeited and excess funds generated from an under estimate of the value of the HOT fund will be placed in the reserve fund for future use consistent with this program.

Two Year Allocations

1. Applicant organizations shall meet the general eligibility requirements in Section 1. The Advisory Board shall evaluate the applicant organizations based on the criteria for evaluation established in Section 2.

2. End of year report. Each entity receiving funding shall submit quarterly financial reports and an end of year report to the City Finance Department. The End of Year report shall cover the fiscal year of the entity which has received funds. The annual report shall include a complete and duly executed copy of the Report Form. The end of year report shall be prepared on the cash basis of accounting, shall include budgets based on approved annual itemized HOT revenues and expenditures, and shall state the organization's intended use of the funds has not changed from the use indicated on the entity's original application. Failure to submit the end of year report will result in that entity not being considered for funding for the subsequent award year. The reporting deadlines are as follows:

1st Quarterly report due 60 days after December 31st.

2nd Quarterly report due 60 days after March 31st.

3rd Quarterly report due 60 days after June 30th.

End of Year Report due 90 days after September 30th.

Failure to submit the quarterly reports within the deadlines will result in the following forfeiture of remaining funds for the following fiscal quarter:

1 to 7 days 10% forfeiture

8 to 14 days	15% forfeiture
15 to 21 days	20% forfeiture
22 to 31 days	25% forfeiture

Failure to submit the end of year report within the deadline will result in the following forfeiture of remaining funds for the following fiscal year:

1 to 7 days	10% forfeiture
8 to 14 days	15% forfeiture
15 to 21 days	20% forfeiture
22 to 31 days	25% forfeiture

6. Use of Funds

Organizations shall use all funds allocated for the:

- Purpose of increasing tourist visitation in the areas of historical preservation and restoration, commemoration of historic events or locations, in the encouragement, promotion, improvement and application of the arts, including music (instrumental and vocal), dance, drama, folk art, creative writing, architecture design and allied fields, painting sculpture, photography, graphic and craft arts, motion pictures, television, radio, tape and sound recording, theater arts, and the arts related to the presentation, performance, execution and exhibition of these major art forms. The use of these funds shall be for any purpose that is allowed under Texas State Law for the use of HOT.

Organizations, in the use of funds received from the City, shall follow all federal, state, and local procurement laws, rules, and regulations.

At no point shall awarded funds be used by the entity for operations or salaries of the entities.

7. Forfeit of award:

(A) Allocated funds shall be forfeited to the City in the event the following occurs:

(1) the organization awarded the funds uses the funds for a purpose not approved by the City as noted under this chapter or subsequent contract;

(2) the organization awarded the funds fails to use the funds by the end of the City's calendar year for which the funds were awarded,

(3) an organization ceases to qualify for the allocated funds. An organization may cease to qualify for the allocated funds by a failure to follow the procedures as set out in this ordinance.

(B) Any funds that are discovered to have been misused or unused shall be returned to the

City.

8. Sunset

This ordinance shall be reviewed by the City of Galveston ten years from the date of its adoption.

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 33, "TAXATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY AMENDING THE PROCEDURES FOR ALLOCATING NET DISBURSIBLE FUNDS TO ELIGIBLE GROUPS BY ALLOWING FOR RE-ALLOCATION IN THE EVENT OF SIGNIFICANT REDUCTIONS TO HOTEL OCCPANCY TAX; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, Section 33-92 of the Code contains the distribution and procedures for the Arts and Historic HOT funds; and,

WHEREAS, Hotel Occupancy Tax is being reduced significantly due to the COVID 19 pandemic related closured in the hotel industry; and,

WHEREAS, it is estimated that HOT revenue will be reduced by 10 to 35 percent of budgeted revenue for April through September 2020; and,

WHEREAS, the Arts and Historic Preservation 6/8 value of the penny could be potentially be reduced to as low as $756,000.00, short of its projected amount of $1,400,000.00 for Fiscal Year 2020; and,

WHEREAS, there is currently no methodology to allow for reallocation for awarded amounts to eligible entities when there is a significant reduction to the projected HOT revenue; and,

WHEREAS, staff is proposing the awarded amounts to organization be reduced by a pro rata adjustment of the reduced amount; and

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to amend the procedures located in Arts and Historic Fund Advisory Board Criteria and Selection Procedures to allow for reallocation for awarded amounts in the event of significant reductions in the projected amount of HOT revenue.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The Arts and Historic Fund Advisory Board Criteria and Selection Procedures for Contributions of Hotel Occupancy Tax to Arts and Historical Preservation is hereby amended to read and provide as follows:

5. Allocations

Allocated funds will be disbursed on a fixed dollar amount for two year periods and will be based on a pro rata adjustment of the 6/8 made available, as provided in the City Code. The City will allocate up to ninety-five percent (95%) of available funds to qualifying organizations. Funds will be distributed on a monthly basis. No entity shall be awarded more than 25% of net disbursable funds in any fiscal year. Net disbursable funds is the gross projected amount of 6/8 of the penny minus the Arts Commission $50,000 and the 5 percent reserve.

Annually, $50,000 of available funds will be used to fund public art as recommended by the Arts Commission per fiscal year. The Arts Commission shall manage their own projects in compliance with state law.

The remaining five percent (5%) shall be placed in a reserve fund balance. Once this reserve fund reaches 15% of the projected 6/8 of the penny in any given year, the City Council and the Advisory Board may make interim grants out of any excess available funds.

Interim Grants are only available to entities who were grant recipients for previous standard award cycles. The Board may make recommendations for such interim grants, and City Council will make a final decision on whether to fund such application.

All forfeited and excess funds generated from an under estimate of the value of the HOT fund will be placed in the reserve fund for future use consistent with this program.

<u>In the event of a declared disaster or state of emergency, initiated by either the City of Galveston or the State of Texas, if there is projected to be a revenue shortfall of initial projection of HOT revenue as a result of the disaster or state of emergency, the City Council shall have the option and ability to reduce awarded amounts by a pro rata adjustment of the reduced amount. This adjustment would occur to all organizations awarded funds for the fiscal year which experience HOT revenue shortfalls. This adjustment would affect only upcoming disbursed funds. Should the City Council decide to reduce awarded amounts by a pro rata adjustment, the monthly disbursements would be reduced by that pro rata adjustment.</u>

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 28th day of May, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 20-XXX

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ADOPTING THE HOMESTEAD, ELDERLY, AND DISABLED AD VALOREM TAX EXEMPTIONS FOR TAX YEAR 2020, PURSUANT TO CHAPTER 33, SECTION 33-24 OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED"; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, "The City Code" provides that a family or single adult is entitled to an exemption from taxation by the City of twenty percent (20%) of the appraised value of his or her residence homestead, as defined in Section 11.13 of the Texas Tax Code; and

WHEREAS, "The City Code" provides that in addition to the residential exemption, a person who is sixty-five (65) years of age or older is entitled to an exemption from taxation by the City of fifteen thousand dollars ($15,000.00) of the appraised value of his or her residence homestead, as defined and limited in the Texas Tax Code; and

WHEREAS, "The City Code" further provides that a person who is disabled is entitled to an exemption from taxation by the City of ten thousand dollars ($10,000.00) of appraised value of his or her residence homestead, as defined and limited in the Texas Tax Code; and

WHEREAS, an individual who is eligible both for the elderly exemption and the disability exemption may not receive both exemptions but may choose either, and

WHEREAS, the estimated total tax value of those combined exemptions is $4.6 million based on last year's (2019) tax rate of $0.579885 cents per $100 of valuation and this year's (2020) approximate initial exemption total of $795 million for those exemption categories; and

WHEREAS, the City Council deems it in the public interest to renew the ad valorem tax exemptions for Tax Year 2020 by the state's deadline of June 30th.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council hereby renews the ad valorem tax exemptions for Tax Year 2020 pursuant to Section 33-24, "Homestead exemption; disabled; elderly" of "The Code of the City of Galveston 1982, as amended."

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase,

clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on the 28th day of May 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 28th day of May 2020.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

May 28, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager-Finance

RE: Consider for action an ordinance of the City of Galveston, Texas, adopting the homestead, elderly, and disabled ad valorem tax exemptions for tax year 2020, pursuant to Chapter 33, Section 33-24 of the Code of the City of Galveston 1982, as amended; making various findings and provisions related to the subject.

I. Background

A. The State Property Tax Code provides for a wide range of exemptions from having to pay property taxes that extend to non-profits and property owners statewide. Among these are exemptions for homeowner-occupants who occupy their property as their primary residence. Cities in Texas are given the local option to adopt and maintain certain of these exemptions that pertain to homeowner occupants.

B. The Galveston County Appraisal District (GCAD) administers all exemptions as provided under State law and local ordinances. The Galveston County Tax Assessor-Collector (GTAC) administers the tax assessment process using information from GCAD. This includes tax freezes for homeowner occupants who are certified as over 65, a veteran or disabled by GCAD.

C. Each year, cities that wish to change their exemptions for that tax year are required to adopt changes by June 30 and notify the local county appraisal district and tax assessor-collector of any change made. This agenda item affords the City Council the opportunity to consider whether they wish to make any changes.

II. Current Situation

A. The City of Galveston currently provides a twenty percent exemption for homeowners who occupy their home. This is the maximum allowed by State law. After qualifying for the basic homestead exemption, a homeowner occupant can then qualify for the over 65, disabled or veteran's exemptions as described on the next page.

B. Exemptions themselves apply to market value as established by the Galveston County Appraisal District reducing the amount of value that can be taxed ("taxable value"). The over 65 and disabled tax freezes apply to the actual amount of taxes paid each year subsequent to the original granting of the over 65 or disabled exemption.

C. The year a homeowner turns 65 or qualifies for a disabled person exemption, the percentage homestead and then appropriate O65 or disabled person exemption is applied to the market value to establish the qualifying year tax amount. The same process is applied the following year and the tax ceiling is established for the year in which the lowest tax amount is due. This amount then becomes the maximum amount of taxes that may be assessed. The same process is applied to disabled homeowners' taxes to determine the amount at which taxes are frozen in future years.

D. The chart below summarizes the City of Galveston's current exemptions which provide an estimated total of $4.6 million in tax relief based on the 2020 preliminary tax roll. The freeze on taxes for homesteaders over 65 and who are disabled cannot be repealed or modified. The City Council has the option to:
   1. Reduce the homestead exemption percent (it cannot be increased) and/or set a different higher minimum amount of assessed value exempted from taxation.
   2. Increase the over 65 exemption from $15,000 to a higher amount;
   3. Increase the disabled exemption from $10,000 to a higher amount; and/or
   4. Increase the veteran's exemption from $10,000 to a higher amount.

E. The Veteran's Survivor's exemption is extended to survivors of veterans whose lives were lost in military action.

Description	Tax Exemption Basis	Tax Exemption Description	Number of Exemptions from Tax Year 2020 Preliminary Roll	Value Exempted from Tax Year 2020 Preliminary Roll	Estimated Tax Break at $0.579885 Rate	Estimated Tax Break per Exemption
Homestead	20% of Assessed Value or minimum of $5,000 of Assessed Value	COG at max for % but not minimum amount.	9,333	$425,241,749	$2,465,913	$264
Over 65 Exemption	$15,000 off Assessed Value	COG at minimum; can be increased	4,629	$68,373,978	$396,490	$86
Disabled Exemption	$10,000 off Assessed Value	COG at minimum; can be increased	469	$4,398,400	$25,506	$54
Veteran's Exemption	$5,000 (10%-30%), $7,500 (30%-50%), $10,000 (50%-70%), or $12,000 (70% and over) off Assessed Value based on Disability Rating percentages noted above	COG at what's allowed by State law; no local option to increase exempted amounts	208	$2,232,590	$12,946	$62
Veteran's Survivors Exemption	100% Exempt	State Mandated	102	$22,531,048	$130,654	$1,281
Over 65 Freeze	N/A	Taxes paid frozen at amount paid at age 65	4,311	$251,045,891	$1,455,777	$338
Disabled Freeze	N/A	Taxes paid frozen at amount paid once disabled	460	$20,947,720	$121,473	$264
			19,512	**$794,771,376**	**$4,608,760**	**$236**

F. The City of Galveston preliminary property tax roll includes 22,954 single family residences. These properties include the 9,333 homes getting the twenty percent homestead exemption, second homes, short term rentals, abandoned or condemned homes, and as well as vacant homes.

G. A total of 9,333 homeowner occupants (the same as the number shown above who receive the basic twenty percent homestead exemption) receive exemptions as shown below.

Taxpayers Category	Exemption Granted	Number
Basic Homestead Exemption	Twenty Percent of Assessed Value	3,925
First Year Taxpayer Over 65	Homestead Exemption (20%) plus Over 65 Exemption ($15,000)	318
Other Taxpayers Over 65	Homestead Exemption (20%) plus Over 65 Exemption ($15,000) or Over 65 Tax Freeze whichever is lesser tax due amount.	4,311
First Year Taxpayer Disabled	Homestead Exemption (20%) plus Disabled Exemption ($10,000)	9
Other Taxpayers Disabled	Homestead Exemption (20%) plus Disabled Exemption ($10,000) or Disabled Tax Freeze whichever is lesser tax due amount	460
Veteran's Exemption	Homestead Exemption (20%) plus Veteran's Exemption based on percent disabled	208
Veteran's Survivor's Exemption	Veteran's Survivor's exemption (100%)	102
	Total Homeowners with Exemptions	**9,333**

H. Additional information regarding property tax exemptions can be obtained from the Texas Comptroller of Public Accounts website (https://comptroller.texas.gov/taxes/property-tax/exemptions/) is presented as Attachment A.

III. Issues

1. Cost – No additional administrative cost to the city is incurred if exemptions are changed, but every change in an exemption has a direct revenue impact (see chart on previous page).
2. Timing – Approval of changes is required prior to June 30 for the current tax year.
3. Impact or ramifications – Revenue losses impact the City's ability to provide services.
4. Term – Exemptions addressed by the ordinance will apply to tax year 2020 for which bills will be mailed this fall.

IV. Alternatives in order of priority

A. City approves no change in current exemptions.
B. City approves selected changes to exemptions as determined by Mayor and City Council.

V. Recommendation

Concur in Alternative A and approve the ordinance without amendment.

ATTACHMENT A

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Taxes

Property Tax Assistance

Property Tax Exemptions

Property tax in Texas is a locally assessed and locally administered tax. **There is no state property tax**. Property tax brings in the most money of all taxes available to local government to pay for schools, roads, police and firemen, emergency response services, libraries, parks and other services provided by local government.

Texas offers a variety of partial or total (absolute) exemptions from appraised property values used to determine local property taxes. A partial exemption removes a percentage or a fixed dollar amount of a property's value from taxation. A total (absolute) exemption excludes the entire property from taxation. Taxing units are mandated by the state to offer certain (mandatory) exemptions and have the option to decide locally on whether or not to offer others (local option).

Exemptions from property tax require applications in most circumstances. Applications for property tax exemptions are filed with appraisal districts. The general deadline for filing an exemption application is before May 1. Appraisal district chief appraisers are responsible for determining whether or not property qualifies for an exemption.

Tax Code exemption requirements are extensive. Property owners should read applicable statutes carefully. The Comptroller's publication *Property Tax Exemptions* [comptroller.texas.gov/taxes/property-tax/docs/96-1740.pdf] offers a short summary of the exemption provisions.

Expand All

Residence Homestead

Tax Code Section 11.13(b) requires school districts to offer a $25,000 exemption on residence homesteads and Tax Code Section 11.13(n) allows any taxing unit the option to decide locally to offer a separate residence homestead exemption of up to 20 percent of a property's appraised value. The local option exemption cannot be less than $5,000. Tax Code Section 11.13(a) requires counties that collect farm-to-market or flood control taxes to offer a $3,000 residence homestead exemption.

There are no specific qualifications for the general homestead exemption other than the owner has an ownership interest in the property and uses the property as the owner's principal residence. An applicant is required to state that he or she does not claim an exemption on another residence homestead in or outside of Texas.

Additional Resources

- FAQ - Residence Homestead Exemption [comptroller.texas.gov/taxes/property-tax/exemptions/residence-faq.php]
- Form 50-114, Application for Residence Homestead Exemption [comptroller.texas.gov/forms/50-114.pdf]

Inherited Residence Homestead

Heir property is property owned by one or more individuals, where at least one owner claims the property as a residence homestead, and the property was acquired by will, transfer on death deed, or intestacy. An heir property owner not specifically identified as the residence homestead owner on a deed or other recorded instrument in the county where the property is located must provide the county appraisal district:

- an affidavit establishing ownership of interest in the property;
- a copy of the prior property owner's death certificate;
- a copy of the property's most recent utility bill; and
- a citation of any court record relating to the applicant's ownership of the property, if available.

Each heir property owner who occupies the property as a principal residence, other than the applicant, must provide an affidavit that authorizes the submission of this application.

An owner may record their interest in the heir property in the county where the property is located with the local county clerk. Applicants may find a list of individuals and organizations that may provide free or reduced-fee legal assistance with the State Bar of Texas at https://www.texasbar.com/.

Age 65 or Older or Disabled Persons

For persons age 65 or older or disabled, Tax Code Section 11.13(c) requires school districts to offer an additional $10,000 residence homestead exemption and Tax Code Section 11.13(d) allows any taxing unit the option to decide locally to offer a separate residence homestead exemption. This local option exemption cannot be less than $3,000.

To qualify for the age 65 or older local option exemption, the owner must be age 65 or older and live in the house. If the age 65 or older homeowner dies, the surviving spouse may continue to receive the local option exemption if the surviving spouse is age 55 or older at the time of death and lives in and owns the home and applies for the exemption.

A disabled person must meet the definition of disabled for the purpose of receiving disability insurance benefits under the Federal Old-Age, Survivors and Disability Insurance Act.

An eligible disabled person age 65 or older may receive both exemptions in the same year, but not from the same taxing units. Contact the appraisal district for more information.

Additional Resources

- FAQ - Age 65 or Older or Disabled Exemption [comptroller.texas.gov/taxes/property-tax/exemptions/age65older-disabled-faq.php]
- Form 50-114, Application for Residence Homestead Exemption [comptroller.texas.gov/forms/50-114.pdf]

Veterans

Tax Code Section 11.22 provides partial exemptions for any property owned by disabled veterans and surviving spouses and children of deceased disabled veterans and Tax Code Section 11.132 provides a partial exemption for residence homesteads donated to disabled veterans by charitable organizations that also extends to surviving spouses who have not remarried. The amount of exemption is determined according to percentage of service-connected disability. More information on the amount of the exemption can be found in the FAQ- Disabled Veterans Exemption. [comptroller.texas.gov/taxes/property-tax/exemptions/disabledvet-faq.php]

Tax Code Section 11.131 entitles a disabled veteran who receives 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability to a total property tax exemption on the veteran's residence homestead.

This exemption extends to a surviving spouse who was married to a disabled veteran who qualified or would have qualified for this exemption if it has been in effect at the time of the veteran's death provided:

- the surviving spouse has not remarried;
- the property was the residence homestead of the surviving spouse when the veteran died and;
- the property remains the residence homestead of the surviving spouse.

Tax Code Section 11.133 entitles a surviving spouse of a member of the U.S. armed services killed in action to a total property tax exemption on his or her residence homestead if the surviving spouse has not remarried since the death of the armed services member.

Additional Resources

- FAQ - Disabled Veterans Exemption [comptroller.texas.gov/taxes/property-tax/exemptions/disabledvet-faq.php]
- FAQ - 100 Percent Disabled Veterans and Surviving Spouses Exemption [comptroller.texas.gov/taxes/property-tax/exemptions/disabledvet-100-faq.php]
- Form 50-135, Application for Disabled Veteran's or Survivor's Exemption [comptroller.texas.gov/forms/50-135.pdf]
- Form 50-114, Application for Residence Homestead Exemption [comptroller.texas.gov/forms/50-114.pdf]

Solar and Wind-Powered Energy Device

The Comptroller's *Solar and Wind-Powered Energy Device Exemption Guidelines* [comptroller.texas.gov/taxes/property-tax/docs/96-1569.pdf] assist local officials in the administration of the exemption for solar and wind-powered energy devices and are published by the Texas Comptroller of Public Accounts as required by Tax Code Section 11.27. The application for this exemption is Form 50-123, Exemption Application for Solar or Wind-Powered Energy Devices [comptroller.texas.gov/forms/50-123.pdf].

Additional Resources

- Solar and Wind-Powered Energy Device Exemption Guideline [comptroller.texas.gov/taxes/property-tax/docs/96-1569.pdf]
- Form 50-123, Exemption Application for Solar or Wind-Powered Energy Devices [comptroller.texas.gov/forms/50-123.pdf]

Charitable Organizations and Businesses

Texas law allows for a number of exemptions for charitable organizations and businesses. Please refer to the Comptroller's publication *Texas Property Tax Exemptions* [comptroller.texas.gov/taxes/property-tax/docs/96-1740.pdf] for more information about these exemptions. Most of these exemptions have specific application forms that can be found through the exemption forms link in the box above.

ORDINANCE NO. 20- ___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DECLARING A STATE OF DISASTER AND EMERGENCY IN THE CITY OF GALVESTON RELATED TO THE EMERGENCE OF THE CORONA VIRUS/COVID 19; EXTENDING THE STATE OF DISASTER AND EMERGENCY IN THE CITY OF GALVESTON UNTIL JUNE 30, 2020; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council finds that the threat posed by the prevalence of the Coranavirus/Covid 19 is continuing with Galveston County having the tenth highest reported number of cases in the entire State according to data published on the Texas Department of Health and Human Services and the disease is a clear and present threat to the health and welfare of the citizens of the City of Galveston; and

WHEREAS, City Council finds that the threat posed by the prevalence of the Coranavirus/Covid 19 in adjoining Harris County, which has the highest reported number of cases in the entire state, according to data published on the Texas Department of Health and Human Services, is also a clear and present threat to the health and welfare of the citizens of the City of Galveston given the propensity of Harris County residents to crowd attractions in Galveston; and

WHEREAS, City Council finds the Center for Disease Control continues to urge that preventive measures be taken to control the spread of the disease through the implementation of control measures; and

WHEREAS, City Council finds the continued spread of the disease in this area requires ongoing extraordinary measures to preserve the public health, control the spread of the disease, and protect the welfare of the citizenry people and preserve the delivery of services; and

WHEREAS, the City of Galveston's Emergency Management Plan has previously been activated by Declaration of Local Disaster By Proclamation of the Mayor of the City of Galveston, dated March 16, 2020; and

WHEREAS, the Governor of the State of Texas has declared a state of disaster for the entire State of Texas which remains in effect; and

WHEREAS, Tex. Health & Safety Code §112.006 allows a home rule municipality to adopt rules to protect the health of persons in the municipality against communicable disease; and

WHEREAS, the City Council has previously extended the State of Disaster and Emergency in the City of Galveston until May 31, 2020; and

WHEREAS, the City Council finds it prudent to continue the State of Disaster and Emergency in the City of Galveston until June 30, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS;

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. In accordance with Section 418.108 of the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of Ordinances, the City Council finds and declares a state of disaster and emergency continues to exist in the City of Galveston as a result of the prevalence of the Coronavirus/Covid 19 in Galveston City and County.

SECTION 3. The declaration of the State of Disaster and Emergency be and is hereby extended in the City of Galveston until May 30, 2020 subject to further action of Council.

SECTION 4. The Mayor, as Director of Emergency Management, by virtue of this Ordinance and the laws of the State, is hereby authorized to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to affect the coordination of relief and aid programs, and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Emergency.

SECTION 5. This continued declaration of local disaster and emergency activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration. All aspects of the City of Galveston Emergency Management Plan not already activated are hereby activated as provided in the plan.

SECTION 6. A violation of any emergency order issued by the Mayor pursuant to this Declaration shall be a Class C misdemeanor punishable by fine as allowed by law and as set forth in the specific Order.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 8. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 9. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 10. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, _____, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the _____ day of _____, _____, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, _____.

_____
JANELLE WILLIAMS
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") WHEREBY THE CITY OF GALVESTON WILL PROVIDE GALVESTON POLICE OFFICERS FOR LAW ENFORCEMENT AND TRAFFIC CONTROL OPERATIONS ON FERRY ROAD AND AT THE GALVESTON FERRY LANDING; AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston Police Department, pursuant to an Interlocal Agreement, has historically provided uniformed police officers and equipment for law enforcement operations at the Galveston Ferry Landing for the purpose of providing general law enforcement and traffic control duties during busy weekends, special events, and peak tourist seasons; and

WHEREAS, the funding for the Galveston Police Department personnel providing these services on Ferry Road and at the Galveston Ferry Landing is provided by the Texas Department of Transportation ("TxDOT") pursuant to the terms of an Interlocal Agreement; and

WHEREAS, TxDOT and the City of Galveston agree that it is to the mutual benefit of the local citizenry and to the citizens of the State of Texas that local Galveston police officers continue to provide such law enforcement and traffic control services at the Galveston Ferry Landing and that TxDOT and the City of Galveston enter into a new interlocal agreement; and

WHEREAS, TxDOT and the City of Galveston are authorized to enter into the proposed Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code and Section 201.209 of the Texas Transportation Code; and

WHEREAS, TxDOT requires the City of Galveston to adopt a Resolution approving the proposed Interlocal Agreement for law enforcement and traffic control operations at the Galveston Ferry Landing; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest that the City of Galveston enter into the proposed Interlocal Agreement with TxDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves entering into the proposed Interlocal Agreement with the Texas Department of Transportation to provide law enforcement and traffic control operations on Ferry Road and at the Galveston Ferry Landing, and authorizes the City Manager to execute the proposed Interlocal Agreement identified as TxDOT attached herein as Exhibit A.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified copy of this Resolution to the Texas Department of Transportation.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 15th day of May, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

_____
Secretary for the City Council
of the City of Galveston

Interlocal Agreement

Contract Services Transmittal Form

From: Houston/Galveston Ferry (District/Division/Office)	Contact Person: Loretta Loftin Phone No.: (409) 795-2234
Subject: Peace Officer Enforcement	
Other Entity City of Galveston	Contract Maximum Amount Payable $279,347.90
Are any federal funds used in this contract? No If yes, what kind of federal funds.	
Was the standard interlocal or amendment format modified? Yes __X___ No _____ If modified, date of Contract Services approval: _____ Modifications made are as follows: V. Term of Contract is modified to state that the contract expires one year from the date the last party has signed the agreement instead of providing a specific date.	

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL WORK ZONE ENFORCEMENT AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
City of Galveston	Local Government

II. PURPOSE: To provide uniformed, armed peace officers and equipment for law enforcement, general surveillance, and traffic control for the Galveston/Port Bolivar Ferry Operation.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed $279,347.90 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins May 31, 2020 and terminates on May 30, 2021 with one (1) optional one (1) renewal period or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the Scope of Services.

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, and **Attachment D,** Location Map Showing Project.

TxDOT	**LOCAL GOVERNMENT**
Texas Department of Transportation	City of Galveston NAME OF LOCAL GOVERNMENT
BY:	BY:
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Kenneth Stewart Director of Contract Services	
TYPED OR PRINTED NAME AND TITLE	TYPED OR PRINTED NAME AND TITLE
DATE:	DATE:

ATTACHMENT A

Scope of Services

The Local Government will provide uniformed, armed, peace officers and equipment for law enforcement, general surveillance, and traffic control for the locations, time periods, and hours to be determined by TxDOT.

The officers on duty will:

1. be in full uniform and armed at all times while on duty;
2. provide law enforcement, general surveillance, and traffic control for the dates, location, and time periods, as assigned;
3. project as much visibility as possible to the public during the entire scheduled shift through the presence of marked patrol vehicles and uniformed officers to deter speeding, vandalism, and any other types of undesirable behavior;
4. continue operations as scheduled during conditions arising from force majeure such as hurricanes, floods, or other major disasters occurring in other parts of the State, which is subject to the discretion of the Local Government and the availability of manpower;
5. ensure that transportation of alleged perpetrators will not interfere with the contract responsibilities of any officers on duty;
6. perform a radio check and identify himself or herself by name, upon reporting for duty at the designated location; and
7. use a marked patrol car fully equipped with all necessary equipment to provide traffic control.

The Local Government will:

1. supply equipment and vehicles for officers during their patrol;
2. provide the appropriate number of officers per shift in accordance with the requirements set by TxDOT;
3. be responsible for all complaints against officers;
4. provide TxDOT with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with TxDOT's representative; and
5. appoint a supervising officer to coordinate scheduling and duties to include mitigation of any traffic control of law enforcement matters with the designated TxDOT representative. This appointed supervising officer shall specify the rank of each scheduled individual.
6. issue invoices and work reports as the work is completed to the TxDOT's Houston District Office.
7. patrol Ferry Road and not be stationary for more than 30 minutes
8. move barricades and/or cones from the roadway at the end of the last shift if not scheduled to work the following day

TxDOT will:

1. provide the Local Government with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with the Local Government's representative;
2. establish logging in and reporting procedures for the Local Government to follow; and
3. terminate the contract as outlined in the provisions of Article 6, Attachment C, General Terms and Conditions, if the Local Government fails to have an officer on duty during TxDOT scheduled work hours any three times during the 12 month term of service.

Right of Access - If any party is the owner of any part of the location site needed to perform requested services, then that party shall permit the other party or their authorized representative access to the site to perform any activities required to carryout the work.

ATTACHMENT B - Budget

Estimated Budget FY 2020

Position/Rank	Total Hours	Rate*	Estimate Cost
Police Officer II	700	$58.07	$40,649.00
Police Officer III	1000	$62.05	$62,050.00
Police Officer IV	200	$66.01	$13,202.00
Police Officer V	700	$69.98	$48,986.00
Sr. Police Officer	1000	$73.96	$73,960.00
Sergeant I	165	$77.79	$12,835.35
Sergeant II	165	$81.82	$13,500.30
Sergeant III	165	$85.85	$14,165.25
Total	4095		$279,347.90

*A vehicle utilization fee of$1.49 per vehicle per hour is included in the above rate.

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs
TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest
The Local Government shall not assign an employee to a project if the employee:
A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
B. has a direct or indirect financial interest in the outcome of the project;
C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources
All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts
A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes
The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. Records and Ownership
A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract or until any impending claims are resolved. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for

inspection and copying by the U.S. Department of Transportation, the Office of the Inspector General, and the Federal Highway Administration.

B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
E. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 16. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles establish in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 17. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 18. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.
B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
D. Information and Reports: The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal

Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
   b. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 19. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 20. Cost Principles
The parties shall comply with the cost principles established in 2 CFR 200.

Article 21. Procurement and Property Management Standards
The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

Article 22. Office of Management and Budget (OMB) Audit Requirements
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 23. Disadvantaged Business Enterprise Program Requirements
The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Local Government's program is subject to approval by TxDOT.

Article 24. Debarment Certifications
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by TxDOT, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

Article 25. Lobbying Certification
In executing this agreement, each signatory certifies that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.]

Article 26. Non-Discrimination Provisions

A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
B. Disability:
    a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
    b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
D. Race, Creed, Color, National Origin, or Sex:
    a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
    b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
    c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
    d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

Article 27. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Attachment D

Location Map Showing Project

SCHOLES INTERNATIONAL AIRPORT GALVESTON

Scholes International Airport

AIRPORT ADMINISTRATION
2115 Terminal Dr. | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

May 18, 2020

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Texas Department of Transportation, Aviation Division to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency on Airport Operations for Fiscal Year 2020.

I. Background:

A. The U.S. Department of Transportation has made Coronavirus Aid, Relief, and Economic Security (CARES) Act Grants available to general aviation airports, through the Texas Department of Transportation (TxDOT).

B. TxDOT acts as agent for the U.S. Department of Transportation for the purposes of applying for, receiving and disbursing all aviation grant funds and for the administration of contracts necessary for the implementation of these improvements.

C. Although CARES Act funds are referred to as an "airport grant", typical Airport Improvement Program grant restrictions do not apply.

D. The funds can be used to cover revenue shortfalls, for capital expenditures and for general operating expenses, including payroll, and other purposes for which airport revenues may be lawfully used provided the Airport continues to employ, through December 31, 2020, at least 90% of the number of individuals employed as of March 27, 2020.

II. Current Situation:

A. The City of Galveston has received a CARES Act Grant offer of approximately $30,000 in the form of a 100% grant from TxDOT.

III. Issues:

To be eligible for the CARES Grant, TxDOT is requesting a Resolution from City Council authorizing TxDOT as the Agent for the City for the purposes of applying for, receiving, and disbursing all funds.

IV. Alternatives:

A. City Council approves the Resolution to accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Texas Department of Transportation, Aviation Division to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency on Airport Operations for Fiscal Year 2020

B. City Council does not approve the Resolution.

V. Recommendation:

Staff recommends City Council approve the Resolution to accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Texas Department of Transportation, Aviation Division to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency on Airport Operations for Fiscal Year 2020.

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	Airport Operating Funds
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution

Respectfully submitted:

Mike Shahan

Mike Shahan
Airport Director

Encl.

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION TO PREVENT, PREPARE FOR, AND RESPOND TO THE IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY ON AIRPORT OPERATIONS FOR FISCAL YEAR 2020; AUTHORIZING THE TEXAS DEPARTMENT OF TRANSPORTATION AS AGENT FOR THE CITY OF GALVESTON FOR THE PURPOSES OF APPLYING FOR, RECEIVING, AND DISBURSING ALL FUNDS; DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE GRANT; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THE RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 31, 2020, City Council approved Ordinance No. _____ relative to the continuation of the proclamation of a local state of disaster, authorizing additional authority related to local state of disaster, and adopting and approving certain rules to protect the health of persons in the City of Galveston; and

WHEREAS, the U.S. Department of Transportation has made Coronavirus Aid, Relief, and Economic Security (CARES) Act Grants available to general aviation airports, through the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation acts as agent for the U.S. Department of Transportation for the purposes of applying for, receiving and disbursing all aviation grant funds and for the administration of contracts necessary for the implementation of these improvements; and

WHEREAS, the City of Galveston has received an offer of financial assistance in the form of a 100% grant of approximately $30,000, from the Texas Department of Transportation: and

WHEREAS, the funds can be used to cover revenue shortfalls, for capital expenditures, for general operating expenses of the Scholes International Airport, including payroll, and other purposes for which airport revenues may be lawfully used provided the Scholes International Airport continues to employ, through December 31, 2020, at least 90% of the number of individuals employed as of March 27, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City of Galveston hereby directs the City Manager to execute on behalf of the City of Galveston, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, necessary to receive the offered grant. The grant reimburses the Scholes International Airport for 100% of qualifying expenses and revenue shortfalls and requires no matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager to execute all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the acceptance of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant for the Scholes International Airport, upon final approval by the City Attorney.

SECTION 3. The City of Galveston hereby designates the City Manager as the City of Galveston authorized representative for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Galveston.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Resolution.

SECTION 5. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified and true copy of this Resolution to the Texas Department of Transportation – Aviation Division.

SECTION 6. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
Donald S. Glywasky
City Attorney

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston, Texas, at its regular meeting held on the _____ day of May, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of May, 2020.

_____
Secretary for the City Council
of the City of Galveston, Texas

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manage
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.go

April 24, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manger

Re: Consider for acceptance a grant award from the Moody Foundation for the purchase of Technology equipment for the City's first responders, and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

I. Background

A. The City is currently responding to the COVID-19 pandemic that has resulted in a threat to the Public Health and Safety wellbeing of our first responders.

B. The shortage of Technology equipment has created a less than optimal environment for City first responders.

C. The City Requested $150,000 in grant funding from the Moody Foundation.

II. Current Situation

A. The Moody Foundation has awarded the City a grant for $150,000 for the purchase of technology for first responders.

B. The City will utilize the grant funding to purchase additional Mobile Computer Terminals (MCT) to eliminate the current practice of shared use of systems in patrol vehicles by law enforcement officers; and to provide critically needed vehicle routers and licenses for rapid response to COVID-19.

C. City Council needs to accept the grant and authorize the City Manager to sign all necessary documents related to the grant.

III. Issues

1. Cost – The Moody Foundation grant award for $150,000 will enable the City to purchase much needed technology for first responders to provide protection against COVID-19.
2. Timing – The timing is immediate.
3. Impact or ramifications – The Moody Foundation grant will enable the City to purchase vital Technology equipment to protect first responders from COVID-19.

Tesa Wrobleski, FEMA Public Assistance Program Manage
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.go

IV. Alternatives in order of priority

1. Accept the Moody Foundation grant award for $150,000 for Technology for first responders.
2. Do not accept the Moody Foundation grant for $150,000 for Technology for first responders.

V. Recommendation

Staff recommends acceptance of the Moody Foundation grant for the purchase of $150,000 for the purchase of Technology for first responders and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski, FEMA Public Assistance Program Manager
Funding Source:	Moody Foundation Grant for $150,000

Respectfully Submitted,

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

Approved,

_____

Brian Maxwell
City Manager

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS FROM THE MOODY ENDOWMENT FOR THE PURPOSE OF ASSISTING THE CITY RESPONSE TO THE COVID-19 CRISIS; DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE GRANT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the impact of the COVID-19 crisis has had a financial impact on the City of Galveston which is ongoing and has resulted in the restriction of some City services; and

WHEREAS, the Moody Endowment has generously awarded Grant Number 2020-97 to the City of Galveston in the amount of $150,000 to assist to City in responding to the COVID-19 crisis; and

WHEREAS, the City Council must accept that grant on behalf of the City and authorize the City Manager to execute all associated documents for the receipt of those funds; and

WHEREAS, the City Council further wishes to express its thanks to the Moody Endowment for their assistance in these difficult times.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The grant of $150,000 to the City of Galveston by the Moody Endowment is accepted with the thanks of the City Council.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager to execute all contracts and agreements with the Moody Endowment to finalize acceptance of the grant upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston hereby directs the City Manager to ensure that all general conditions of the grants are complied with including the filing of a short written report to the Foundation a description of how the grants funds were used along with a financial summary of those uses.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution be declared invalid by the final judgment

or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Resolution.

SECTION 6. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston, Texas, at its regular meeting held on the ___ day of May 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 20____.

_____
Secretary for the City Council
of the City of Galveston, Texas

MOODY
FOUNDATION

2302 POSTOFFICE STREET, SUITE. 704, GALVESTON, TEXAS 77550
(409) 797-1500 • FAX (409) 763-5564

April 27, 2020

Mr. Brian Maxwell
City Manager
The City of Galveston
P. O. Box 779
Galveston, TX 77553-0779

Dear Mr. Maxwell:

The Trustees of The Moody Foundation are pleased to advise you that a grant award of $150,000 has been approved to assist your organization with responding to the COVID-19 crisis.

This grant was approved subject to the conditions set forth in the attached Grant Contract. It is important that you carefully review the terms and provisions of this grant award. If your organization is willing to comply with the conditions stated herein, please obtain the required signatures on the fourth page of the contract and email a copy of the entire contract to The Moody Foundation as soon as possible. **We will forward you a complete copy of the fully executed contract.**

Under the Internal Revenue Code, The Moody Foundation is required to establish proper use of all funds disbursed by The Foundation. Therefore, it is particularly important that records be kept as outlined for a final report to The Foundation. Please understand that Moody Foundation grants are considered individually and no grant award should be construed as a precedent for subsequent gifts.

Sincerely,

Allan W. Matthews/ct

Allan W. Matthews
Director of Grants

AWM/ct
Enclosure

THE MOODY FOUNDATION
2302 POSTOFFICE STREET, SUITE 704 GALVESTON, TEXAS 77550-1994

GRANT CONTRACT: TERMS AND PROVISIONS

This Grant Contract (the "Agreement") is entered into by and between The Moody Foundation, acting by and through its duly authorized Trustees, hereinafter referred to as the "Foundation" and the City of Galveston, hereinafter referred to as "Grantee."

In reply refer to: GRANT NUMBER 2020-97

GRANTEE:
City of Galveston
P. O. Box 779
Galveston, TX 77553-0779

DATE APPROVED 4/24/2020

AMOUNT $150,000

PERIOD One Year

PURPOSE:
The purpose of these funds is to assist your organization in responding to the COVID-19 crisis.

SPECIFIC CONDITIONS:

1. Grant will be paid in one (1) installment upon execution of this contract.

2. Grantee also agrees to comply with the general conditions on the following pages.

GENERAL CONDITIONS:

1. Report to the Foundation

A short written report must be furnished to the Foundation promptly following the expenditure of the funds, but in no event later than January 31, 2021. The report must refer to the Moody Foundation grant number and amount of grant and must include a description of how the grant funds were used, along with a financial summary of that information.

2. Use of Grant Funds

All grants made by The Moody Foundation must be in compliance with the requirements pertaining to organizations that are exempt from federal income taxes and described in section 501(c)(3) of the Internal Revenue Code.

a. All funds awarded by the Foundation under this Agreement must be used by the Grantee in compliance with the restrictions set forth in Sections 4941 through 4945 of the Internal Revenue Code so that no excise tax is imposed under any such section.

b. All funds awarded by the Foundation under this Agreement must be used for the purpose on the first page of this Grant Contract.

c. All grant funds awarded by the Foundation will be returned to the Foundation if:

(1) The grantee loses its United States Internal Revenue Service tax-exempt status.

(2) If the funds are not expended or committed for the purposes of the grant within the stated period of time.

3. Public Announcements

The Foundation may, at the Trustees' discretion, release information regarding this grant to the press and news media. Should you wish to release additional information after accepting this grant, you may do so without prior clearance. However, the Foundation should be furnished with copies of all news releases and any other published material, pictures, etc. which may develop in connection with this grant award.

4. Other Provisions

a. This grant award has been approved by the Trustees of The Moody Foundation and is accepted by the grantee with the understanding that the Foundation is not obligated to provide additional support.

b. It is understood that under the Trust Indenture of The Moody Foundation, this grant must be limited to supporting activities that will benefit the people of the State of Texas.

c. The applicant must notify The Moody Foundation immediately of any changes that occur in its tax-exempt status.

d. Except as otherwise provided herein, to the full extent possible

(1) all representations, obligations and undertakings of each of the Parties to this Agreement shall be performable in Galveston County, Texas; and

(2) the proceeds of this Grant shall be funded in Galveston County, Texas.

e. In the case of any Dispute (as defined herein) between the Foundation and Grantee, the Foundation, at its sole and absolute discretion, may elect to submit such Dispute to binding and final arbitration in lieu of a civil lawsuit. In that regard, Grantee agrees that if the Foundation elects to submit any Dispute to binding arbitration, Grantee waives any right to bring a lawsuit. If a lawsuit is pending at the time of the Foundation's election and such suit has been filed for one hundred twenty (120) days or less after service of process on the Foundation, then Grantee shall immediately dismiss such lawsuit and submit such Dispute to binding arbitration.

For purposes of this Agreement, the term "Dispute" shall be interpreted broadly to mean any controversies, claims, counterclaims, or other disputes of any kind arising from or relating in any way to the parties hereto, this Agreement or its interpretation, the Grant, or the use of the Grant Funds and shall include, without limitation, any contractual, tort, statutory, caselaw or any other claims made by either party hereto.

In the event the Foundation elects to submit a Dispute to binding arbitration, such arbitration shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules") and shall apply Texas law. The arbitration will be heard and determined by a single arbitrator and all arbitration proceedings shall be held in Galveston, Texas. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

<u>This section limits certain rights, including the right to maintain a court action, the right to a jury trial, the rights to certain forms of relief and other rights that Grantee may have outside of an arbitration proceeding</u>.

This provision shall survive termination of this Agreement.

f. In the event the Foundation elects to proceed with a civil lawsuit under Section 5(e) above, it is agreed by the parties hereto that venue shall lie in the District Courts of Galveston County, Texas for the purpose of any lawsuit to:

(a) enforce the obligations of any party hereto;

(b) interpret the provisions of this Grant Contract and Agreement; or

(c) seek monetary damages for the breach of any provision or obligation hereof.

6. This Contract is executed in Galveston County, Texas, this _____day of_____, _____.

ACCEPTANCE:

We accept this grant subject to the terms and provisions stated above.

_____(Sign)_____
Chief Executive Officer President or Chairman of the Board

_____ _____
Date Date

_____
THE MOODY FOUNDATION

_____
Date

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

May 18, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval of a contract with Plexos Group LLC, for the Community Development Block Grant (CDBG) Regional Administrative Services (RFP-20-12). Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant (CDBG-MIT) Regional funding to communities affected by Hurricane Harvey.

C. The GLO CDBG Regional Mitigation funding is eligible to impacted communities through a Regional competition.

D. The current deadline for the Regional application is pending guidance and publication.

E. The City will make application to the HGAC region for projects based on the criteria and funding levels available.

II. Current Situation

A. The City received Competitive Sealed Proposals for RFP #20-12 on March 25, 2020 for grant administrators to develop grant proposals for the program in accordance with the GLO CDBG MIT Administrative Plan.

B. Nine (9) responsive proposals were received and scored as follows:

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

a. Plexos Group LLC.....879.08
b. Tetra Tech.....833.68
c. Traylor & Associates.....685.90
d. DCMC Partners.....676.46
e. Ardurra Group.....673.18
f. IBTS.....606.42
g. ProSource Group.....456.06
h. Langford.....400.00
i. TLC.....385.00

C. The City interviewed the two highest scoring firms.

D. It was determined that Plexos Group LLC, was the most qualified firm based upon their response to the RFP and the interview.

III. Issues

The City needs to select a firm to develop the grant proposals in accordance with the CDBG-MIT Regional requirements. There is no cost for the development and submittal of the grant submittal.

IV. Alternatives in order of Priority

A. Approve the contract with Plexos Group LLC for the Community Development Block Grant (CDBG) MIT Regional Administrative Services (RFP 20-12). Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

B. Do not approve the contract with Plexos Group LLC, for the Community Development Block Grant (CDBG) MIT Regional Administrative Services (RFP 20-12).

V. Recommendation

Approve the contract with Plexos Group LLC, for CDBG-MIT Regional Administrative Services RFP 20-12. Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	No Cost for Grant Development

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

_____
Brian Maxwell
City Manager

CITY OF GALVESTON
SERVICES CONTRACT

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

Community Development Block Grant – CDBG - Regional Mitigation Program Administrative Services

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

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

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

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

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

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

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

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

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. Compensation - The maximum amount of compensation to be paid hereunder shall not exceed the dollar amounts set forth in Exhibit A. Compensation shall be paid to COMPANY only in the event the City is awarded grant funds resulting from applications submitted by COMPANY on behalf of the City. In the event that unforeseen additional services will be needed from COMPANY in the administration, implementation, or close out of any grant(s) contemplated by this agreement, COMPANY agrees to perform those services under the fixed fee basis as provided in Exhibit A and will not seek an increased scope change. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.

8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation

9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

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

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.

12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.

13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.

16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

    a. **Commercial general liability insurance**:

       $2,000,000 general liability (includes products and personal, etc.)

       $1,000,000 fire damage

$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

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

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

CITY OF GALVESTON, TEXAS	**PLEXOS GROUP, LLC**
BY: _____	BY: David Odom
NAME: Brian Maxwell	NAME: David Odom
TITLE: City Manager	TITLE: President/CEO
DATE: _____	DATE: 5/14/2020

Approved As To Form

_____
City Attorney's Office

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

THE STATE OF Louisiana §
§
East Baton Rouge **COUNTY / PARISH** §

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-619438

Date Filed:
05/14/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Plexos Group, L.L.C.
Baton Rouge, LA United States

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

City of Galveston, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-076
Regional Mitigation Program Administrative Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David Odom, and my date of birth is 02/13/1965.

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

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

Executed in East Baton Rouge Parish County, State of Louisiana, on the 14th day of May (month), 20 20 (year).

David Odom

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2020

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

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

PRODUCER
BXS Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME:
PHONE (A/C, No, Ext): 225-336-3200 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLEXGRO-01
Plexos Group, LLC
1800 City Farm Dr, Ste B, Bldg 4
Baton Rouge LA 70806

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edwin Jenkins

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: PLEXGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

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EXHIBIT A

March 25, 2020 (11:00 am)

Response to Request for Proposal

Submitted to:

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

Closing Date/Time:
March 25, 2020 11:00 am

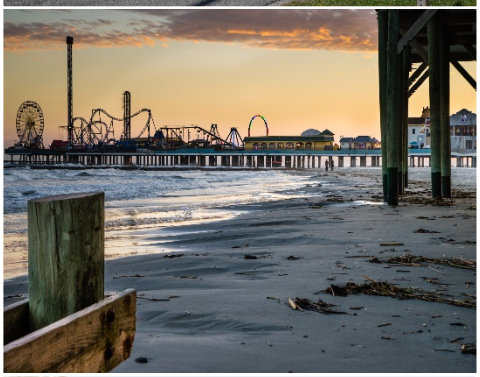
City of Galveston
RFP 20-12
CDBG- Regional Mitigation Program
Administrative Services

ORIGINAL PROPOSAL

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

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

PLEXOS GROUP



City of Galveston

Best and Final Offer

May 5, 2020

RFP 20-12

CDBG REGIONAL MITIGATION PROGRAM FOR ADMINISTRATIVE SERVICES

Submitted via electronic mail to
Purchasing@galvestontx.gov

PLEXOS GROUP

Developing Recovery Solutions.
TOGETHER.

BEST AND FINAL OFFER (BAFO) | RFP 20-12

CDBG Regional Mitigation Program Administrative Services

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

All services described in the Plexos CDBG Regional Mitigation Program Administrative Services proposal dated March 25, 2020 will be provided for the costs listed in Schedule C of the BAFO response. A listing of these services includes, but is not limited to, the following:

Pre-Funding Services

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

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

Post-Funding Services

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

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

Schedule B— Application Preparation

Based upon the HUD approved Action Plan, there is not currently a limit to the number of applications that can be submitted for funding from the Regional Mitigation Program. Therefore, Plexos will prepare applications for City of Galveston projects that meet the selection criteria of the program which is currently under development.

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

Schedule C— Cost Proposal

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

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

EXHIBIT C

Cost of Services: Infrastructure

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

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

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

COVER LETTER

March 25, 2020

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

Re: Response to Request for Proposal Number 20-12 for City of Galveston CDBG-Regional Mitigation Program - Administrative Services

Dear Members of the Selection Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contact Information

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

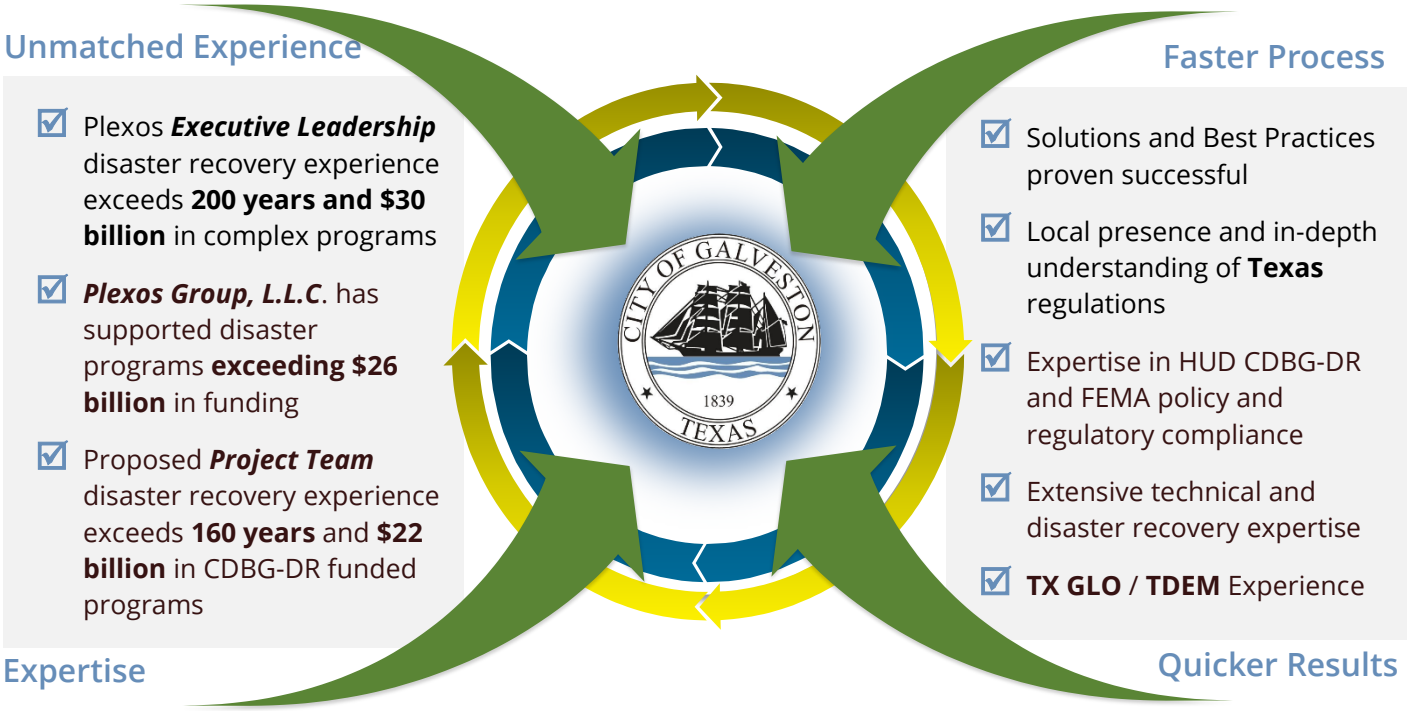
Plexos accepts the terms and conditions of the requirements of this Request for Proposal as stated in RFP 20-11. We further state that neither the proposing entity, Plexos Group, L.L.C., nor any of its key employees, has a conflict of interest with the services to be performed under the requirements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

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

Sincerely,

Plexos Group, L.L.C.

David F. Odom
President and CEO



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Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

_X_ Appendix A (pages _9_ through _18_) must be included in the bid submittal.

_X_ Appendix B – G (pages_19_ through _25_) all forms must be complete and included in the bid submittal.

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

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

_X_ Appendix J (pages_28_ through _56_) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
RFP Number:	**20-12**		
Project Title:	**Community Development Block Grant CDBG-Regional Mitigation Program Administrative Services**		
Submittal Deadline:	**Wednesday, March 25, 2020 @ 11:00 a.m. CST**		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Offeror Information:			
Offeror's Legal Name:	Plexos Group, L.L.C.		
Address:	1800 City Farm Drive, Building Four, Suite B		
City, State & Zip	Baton Rouge, LA 70806		
Federal Employers Identification Number #	45-5040799		
Phone Number:	225-757-5344	**Fax Number:**	225-407-4742
E-Mail Address:	Plexosbd@plexosgroup.com		

Offeror Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: David F. Odom, President and CEO

Signature of Authorized Representative: _____

Signed this 19th (day) of March (month), 2020(year)

Appendix A – Proposal Document (continued)

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

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

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

3. Term of Contract and Option to Extend:

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

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

B. Escalation Clause: This section left intentionally blank.

C. This section left intentionally blank.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 8 ; and the number of employees: 120 .

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

5. References

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

6. Trade Secrets and/or Confidential Information

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

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: Not Applicable.

B. Prime contractor HUB / MWBE registration number: Not Applicable.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #_____-_____-_____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 079421159.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: https://www.sam.gov/portal/SAM/##11#1.

8. Emergency Business Services Contact Notice

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

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

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

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

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

Contract #: _____

Description: _____

Primary Contact (Name): David F. Odom

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

Secondary Contact (Name): Derrick Stensrud

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

After Hours emergency opening fee, if applicable: $ N/A

9. Cooperative Governmental Purchasing Notice

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

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

[X] Yes, Others can purchase **[ ] No, Only the City can purchase.**

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

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

H. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

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

2. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

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

3. Financial Responsibility Provisions

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

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

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

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

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

i. Bid bonds are required for bids over $25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.

ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and

iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Not Applicable

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

Not Applicable

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

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

Not Applicable _____

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ 3/19/2020

Signature of person doing business with the governmental entity Date Adopted 06-29-2007

David F. Odom, President and CEO

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

Appendix C - House Bill 89 Verification

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

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, David F. Odom (Person name), the undersigned representative of (Company or

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

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

3/19/2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF LA §
COUNTY OF East Baton Rouge Parish §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of March, 20 20

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

NOTARY PUBLIC in and for the State of LA

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

Appendix D – Property Tax Statement

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

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

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

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

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

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

_____

_____

David F. Odom, President and CEO

Proposer's Printed or Typed Name

Proposer's Signature

3/19/2020

Date

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

Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: Not Applicable

Relationship: Not Applicable

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR Plexos Group, L.L.C.

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

PHONE 225-757-5344

FAX 225-407-4742

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) David F. Odom

POSITION WITH COMPANY President and CEO

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL _____

COMPANY OFFICIAL (PRINTED NAME) David F. Odom

OFFICIAL POSITION President and CEO

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

Appendix G – Document 00435

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

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

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

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

David F. Odom, President and CEO
(Printed or typed Name of Signatory)

(Signature)

March 19, 2020
(Date)

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

END OF DOCUMENT 00435-FAA

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

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.
Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.
This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Capital One

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

Routing Number: 065000090

Account Number: 2082667175

SWIFT Code: (if applicable) _____

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

Signature

Company Name: Plexos Group, LLC

Authorized Signature: David Odom

Printed Name: David Odom Title: President/CEO

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

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: RFP 20-12 Community Development Block Grant – CDBG – Regional Mitigation Program Administrative Services.**

2. **Scope of Services Contact**

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

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

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

CITY OF GALVESTON RFP # 20-12
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS

CONTENTS

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

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

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

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

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

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

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

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

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

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

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

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

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

David F. Odom, President and CEO		3/19/2020
(printed name of signatory)	(signature and date)	

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

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

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

7. LOBBYING

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Executed this 19th day of March, 2020

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

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

President and CEO
Title of Authorized Official

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

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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

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

David F. Odom, President and CEO
(printed name of signatory)

3/19/2020
(signature and date)

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

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

David F. Odom, President and CEO
(printed name of signatory)

3/19/2020
(signature and date)

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

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

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

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

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

4. Proposal Evaluation Factors

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

5. Brand Manufacture Reference

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

6. Key Events Schedule

Proposal Release Date	March 4, 2020
Deadline for Submittal of Written Questions	March 17, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	March 25, 2020 @ 11:00 a.m. CST
Anticipated Committee Evaluation Review Date	March 2020
Anticipated Award Date	April 2020

7. Scope of Services

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

Re: Proposed Contract Funding through the General Land Office ("GLO") Community Development BLOCK GRANT – CDBG – Regional Mitigation Program

Dear Administrative Service Providers:

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

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

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

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

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

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

RFP for Administration/Professional Services

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

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

Pre-Funding Services*

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

Post-Funding Services

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

General Administration Services – General
- Administrative Duties
- Construction Management

Grant Administration Services – Infrastructure
- Administrative Duties
- Acquisition Duties
- Environmental Services

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

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

II. Statement of Qualifications - The City of Galveston is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:
- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded local public works construction projects – Infrastructure, with an emphasis on directly-related and recent experience;
- A description of work performance and experience with CDBG-Regional funding including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;

- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

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

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

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

Criteria	Weight
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20

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

A. Required Forms – This includes all forms requiring signatures and responses: Appendices A through G, Special Provisions Clauses 1 through 12, and any Addenda.
B. Cost Proposal
C. Statement of Qualifications – include staff and resumes
D. References – Include clients that are not prohibited from providing a reference.
E. History of the firm, capacity to perform, statement of resources, and related experience
F. Methodology – List of tasks and brief description of actual tasks to be performed. Include the information listed in Exhibit A – Scope of Services.
G. Miscellaneous – Please note any exceptions and include a brief description of additional pertinent information in this section.

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

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

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following scope of services:

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

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

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

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

Grant Administration Services – General

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

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

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

Grant Administration Services – Infrastructure

a) Administrative Duties:
    i. Ensure program compliance including all CDBG-Regional Mitigation requirements and all part's therein, current Federal Register, etc.
    ii. Assist subrecipient in establishing and maintaining financial processes.
    iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
    iv. Establish and maintain record keeping systems.
    v. Assist subrecipient with resolving monitoring and audit findings.
    vi. Serve as monitoring liaison.
    vii. Assist subrecipient with resolving third party claims.
    viii. Report suspected fraud to the GLO.

ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.
xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

b) Acquisition Duties:
   i. Submit acquisition reports and related documents.
   ii. Establish acquisition files (if necessary).
   iii. Complete acquisition activities (if necessary).

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

EXHIBIT C

Cost of Services: Infrastructure

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

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

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

Date: 3/18/2020

To: Prospective Proposers

Subject: Addendum No. 1
Questions and Answers

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

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

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

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

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

Can I submit as a subcontractor on multiple teams? Yes

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

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

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

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

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

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

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

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

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

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

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

Page 52 – The RFP requests work performance and experience with CDBG-MIT, including three
references.
a. As this is a new program, is experience with similar programs acceptable? Yes
b. Can these references overlap with those requested on Page 12? Yes

Page 53 -- Exhibit A
a. Given that different types of projects may require substantially different amounts and
intensities of work, can the City provide the bidders information about the type(s) of
project(s) being considered by the City and the expected, approximate size of each? CDBG projects are typically bid in this manner, this is why the scale identifies different funding levels.
b. Is there a need to budget and separate-out tasks for Pre-Funding Services vs. Post—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Will the City extend the deadline for questions? No

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

Is the entire City RFP document containing the Cover Page through the final RFP page Exhibit C to be returned with the proposal response??
If so, is that requirement to be provided in a separate Tab and under what Tab letter/number?
To be clear, please identify exactly which pages of the RFP beyond the RFP FORMS are to be included with our submission.
For example, Section 5 of Appendix A requires references but Appendix A is required in Tab A, are we to repeat the references in Tab D-References? Please see Appendix A for the documents required in the submittal; you may use the "Submittal Checklist". The references do not have to be duplicated; you may mark the reference pages in Section 5 of Appendix A – see references in Section D.

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

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

Authorized Signature	3/18/2020 **Date**
David Odom **Printed Name**	Plexos Group, LLC **Company Name**

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

EXHIBIT B

REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.

2. Each respondent is to be scored by the following scale:

   5 = Exceptional, exceeds and fully meets all requirements
   4 = Advantageous, exceeds some requirements
   3 = Meets minimal requirements
   2 = Addresses most of minimal requirements
   1 = Addresses part of minimal requirements
   0 = Unacceptable

3. Respondent scores are to be multiplied by the weight applied to each evaluation factor. The weight of each evaluation factor is listed on the evaluation matrix and listed within the "WEIGHT" column.

4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.

5. After each evaluation factor has been scored and totaled, add the score of each evaluation factor to determine the overall "PROPOSER SCORE" for each respondent.

6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if $50,000 was the lowest for 25 points, it would look like (50,000/50,000) X 25 = 25. If 65,000 was the second lowest bid……. (50,000/65,000) x 25 = 19.23 points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____

SAMPLE

EVALUATION SUMMARY SHEET

Proposer Name: _____

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

_____

Total Score

SAMPLE

EXHIBIT C

Cost of Services: Infrastructure

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

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

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

C. STATEMENT OF QUALIFICATIONS

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

Key Staff and Resumes

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

Key Staff

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

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

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

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

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

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

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

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

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

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

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

RESUMES OF KEY STAFF FOLLOW THIS SECTION.

WHY THE PLEXOS TEAM?

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

LARA ROBERTSON, AICP

Senior Vice President of Compliance

PROFESSIONAL PROFILE

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

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

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

Disaster Recovery Experience

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

Education

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

Bachelor of Arts. Political Science| Clemson University, SC

Subject Matter Expertise

Executive Program Management of Large Scale, Federally-Funded Programs

Disaster Recovery and Redevelopment

Community Development Block Grant Disaster Recovery (CDBG-DR)

FEMA Hazard Mitigation Grant Programs (HMGP)

Regulatory Compliance

Quality Assurance/Quality Control

Community and Hazard Mitigation Planning

Skills/Certifications/Training

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

Certified Community Development Block Grant (CDBG) Administrator

REPRESENTATIVE PROJECTS

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

Senior Vice President of Compliance

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

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

- Revision of ReBuild NC Housing Manual;
- URA and Optional Relocation Policies and Procedures;
- Buyout and Acquisition Manual;
- NCEM/NCORR Appeals/Grievance Procedures;
- Change Control Board (CCB) Process, Procedures, and Forms;
- Eligibility and Exceptions Panel Process, Procedures, and Forms; and
- HUD Waiver Request related to Section 414 requirements and extension of the reimbursement deadline.

- Provided guidance regarding two major issues: (1) Subsequent Damage Talking Points for Hurricanes Matthew and Florence and (2) 3-Year Deed Restriction / Disparate Impact Issue Resolution

- Responsible for completing the following additional tasks: WOOT Training on Housing Manual Changes, Appeals, Housing Manual Revisions reflecting Reimbursement Extension), training, and implementation, Establishment of the "Enhanced Buyout Disaster Risk Reduction Area (DRRA), Small Rental Repair Program (SRRP) Application and Manual, Multi-Family RFP Manual, Evidentiary Materials List/Sample Documents, Revision to Intake Documents, Infrastructure Manual Revisions, Recapture Policy and Procedures, Matthew/Florence subsequent damage DOB process, Revised Unmet Needs Assessment and Budget (reconsideration of program caps).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) | April 2007 – August 2014

Director, Office of Community Development, Disaster Recovery Unit

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

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

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

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

Local Government Advisor

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

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

Kriss Lowry and Associates, Inc. (KL&A) | January 1996 – January 2006

Project Manager, Community Development

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

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

PLEXOS GROUP

Richard W. Gray

Subject Matter Expert/Policy, Training, Recapture

Qualifications Summary

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

Projects with Similar Experience

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

Relevant Experience

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

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

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

Education

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

B.A. Political Science | Providence College, RI

Subject Matter Expertise

Grant Management of Large-Scale, Federally Funded Programs

Disaster Recovery & Emergency Management

HUD Community Block Grant Policies and Requirements

Community Development Block Grant Disaster Recover (CDBG-DR)

Regulatory Audit & Compliance

Document Management

Community and Hazard Mitigation Planning

Skills/Certifications

Grant Administration

Grant Closeout

Program Development

Affiliations

International Code Council, Class A Member

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

Institute for Building Technology and Safety, Board Member

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

North Dakota Division of Community Services | 1991 – 2006

ADA/Building Code Manager

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

Consolidated Plan Manager

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

Renaissance Zone Manager

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

State Administrative Agency Manager

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

Third-Party Inspections Manager

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

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

Manufactured Home Installation Manager

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

North Dakota Office of Intergovernmental Assistance | 1983-1991

COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SHELTER GRANTS PROGRAM, ND

Program Manager

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

North Dakota Office of Intergovernmental Assistance | 1979 – 1983

Program Manager, Institutional Conservation Program

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

Western North Dakota Health Systems Agency | 1977 –1979

Director, Project Review and Health Services Research Specialist

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

ANIL DESA, PE

Engineering Services

Qualifications Summary

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

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

Programs with similar experience:

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

Relevant Experience

Plexos Group, L.L.C. | 2015 – Present

CITY OF COLUMBIA, SOUTH CAROLINA -- SEVERE FLOODING

Deputy Program Manager

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

FEMA PA responsibilities include:

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

Project Management responsibilities include:

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

FEMA HMGP responsibilities include:

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

Education

M.B.A. | Tulane University

M.S. Civil Engineering | Louisiana State University

B.S. Civil Engineering | University of Bombay

Areas of Expertise

Community Development Block Grant (CDBG) Management and Monitoring

FEMA Public Assistance

Civil, Structural, Electrical, Mechanical, Engineering

Civil Engineering

Engineering Design

Hydraulics

Geotechnical

Policy and Procedures

Public Infrastructure

Regulatory Compliance

Economic Development

Skills/Certifications

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

- Responding to FEMAs comments
- Preparing schedules, flowcharts and tasks needed to execute grants

SOUTH CAROLINA SEVERE FLOODING

Engineering Director

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

CDM Smith | 2008-2015

PLAQUEMINES PARISH HURRICANE RECOVERY

Program Manager

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

GUSTAV/IKE DISASTER RECOVERY CDGB

Program Manager

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

HANCOCK COUNTY JAIL

Project Manager

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

GRETNA POLICE STATION

Project Manager

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

LOUISIANA LAND TRUST (LLT) DEMOLITION PROGRAM

Project Manager

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

ABMB Engineers | 1992-2008

MULTIPLE ENGAGEMENTS

Structural Engineering Division Head

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

PLEXOS GROUP

TINA L. (POWELL) HAUK

Environmental Subject Matter Expert

Qualifications Summary

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

Relevant Experience

Powell Consulting | December 2017- present

Environmental Review Subject Matter Expert (through Hagerty Consulting)

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

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

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

FEMA Subject Matter Expert (through Hagerty Consulting)

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

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

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

Education

B.A. | New Mexico State University

B.S. | New Mexico State University

Master of Psychology | University of the Rockies, Colorado

Areas of Expertise

Environmental Review

Compliance with NEPA and Section 106 of NHPA

HUD programs: HOME, CDBG and CDBG-DR

Davis-Bacon and related acts

Contract Management

CDBG Disaster Recovery

Confliction Resolution and Mediation

Skills/Certifications

FEMA Badged

Certified HOME specialist

FEMA PA 101 Training 2019

CDBG Training 2005 and 2006

Introduction to Claims

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

CDBG Compliance Specialist

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

Louisiana Housing Finance Agency | April 2007- February 2011

Director of Programs

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

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

Field Environmental Review Officer (New Mexico and Louisiana)

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

- Conducted and preformed environmental reviews.
- Monitored HUD funded agencies for compliance with environmental law and HUD policy.
- Conducted site visits to affected areas as needed to gather information and complete reviews.
- Conducted environmental/historical planning to identify opportunities and methods to reduce environmental impacts in accordance with state/federal law.

New Mexico Mortgage Finance Authority | April 2002- October 2006

State Environmental Review Officer/ Program Specialist

- Represent the state housing finance agency in all matters (including federal court) regarding environmental review requirements under 24 CFR Part 58.
- Redesigned and implemented environmental review procedures and policies for state of New Mexico housing programs, including HOME, CDBG, Risk Share, etc.
- Served on implementation committee for State CDBG (administered by Department of Finance and Administration) Environmental Review Procedures.
- Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Costal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- Routinely reviewed Phase 1 and Phase II site assessments for compliance with federal and state requirements.
- Routinely reviewed noise assessments for federal and state compliance.
- Developed and designed Environmental Review web page for organization.
- Trained sub-grantee and MFA support staff in environmental procedures, laws and requirements.
- Trained compliance staff in monitoring requirements for environmental review standards on HOME, CDBG, and Risk Share.
- Conducted more than 100 trainings, public hearings, and presentations to a variety of audiences from legislators, executive directors, support staff and general public on environmental Review, public policy and related housing issues.
- Oversaw and administered housing programs for HUD, USDA, and DOE.
- Developed and implemented policies concerning procurement for services via request for proposals and request for qualifications.
- Managed Department of Energy Weatherization Assistance Program.
- Grew State Weatherization Assistance Program from $1.7 million to $4.2 million in two years.
- Monitored HUD housing programs for compliance with federal, state, and programmatic rules.
- Applied for and was awarded 90% of grant applications, grossing upwards of an additional $10,000,000 in additional housing dollars for the State of New Mexico.
- Developed and grew relationships with various stakeholders including federal and state regulators, non-profit organizations, and general public.
- Developed and implemented policies and procedures for contract administration, training and technical assistance, and programmatic evaluations.
- Project manager for the development of the State of New Mexico 2006-2010 HUD Consolidated Plan.
- Wrote State of New Mexico HUD Action Plans and CAPERS, 2004, 2005, 2006, 2007 and 2008.
- Advised MFA and state officials on federal and state requirements related to programmatic implications for implementation.

PLEXOS GROUP

KIMBERLY D. FLOWERS

Mitigation Specialist

Qualifications Summary

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

Projects with Similar Experience

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

Relevant Experience

CDR Maguire | Aug 2019 – Present

HURRICANE MICHAEL RECOVERY, BAY COUNTY, FLORIDA

Hazard Mitigation Specialist

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

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

GEORGIA RECOVERY

Public Assistance Closeout Specialist

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

Education

General Studies | Southern University

Areas of Expertise

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

FEMA Hazard Mitigation Grant Programs (HMGP)

FEMA Public Assistance (PA)

Emergency Management

Elevation

Uniform Relocation Act (URA)

Regulatory Compliance

Quality Assurance & Controls

Skills/Certifications

IS-00100 Intro to Incident Command System

IS-00393 Intro to Hazard Mitigation Grant Program

IS-00700 Intro to National Incident Management System

Managing Floodplain Development through the NFIP

FEMA / EMI Independent Study Professional Development Series

Microsoft Office

Associates in Emergency Response | Feb 2018 – Jun 2018

PUERTO RICO RECOVERY OF HURRICANES IRMA AND MARIA

Senior Mitigation and Public Assistance Manager

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

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

Mitigation Specialist

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

Hammerman and Gainer | 2013

RENEWJERSEY STRONGER

HMGP Program Manager

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

The Shaw Group, Baton Rouge, LA | 2013

LA OFFICE OF COMMUNITY DEVELOPMENT

HMGP Subject Matter Expert

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

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

VARIOUS LOUISIANA PARISHES

HMGP Project Manager

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

Proposal Writer

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

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

LOUISIANA ROAD HOME PROGRAM

HMGP Grants Manager

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

LOUISIANA SMALL RENTAL PROPERTY PROGRAM

Uniform Relocation Act (URA) Manager

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

Proposal Writer

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

Louisiana Office of Emergency Preparedness | 1998 - 2006

Assistant to the State Hazard Mitigation Officer (SHMO)

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

State Hazard Mitigation Planner

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

comments

Individual and Public Assistance Specialist

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

Hazard Mitigation Grant Program Grants Manager

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

Benefit Cost Analysis (BCA) Specialist

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

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

Nuclear Biological and Chemical (NBC) Warfare Specialist

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

Food Service Supervisor

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

Head Quarters Platoon Sergeant

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

PLEXOS GROUP

PARKER B. COLE

Construction Management

Qualifications Summary

CDBG-DR Housing Expertise: Construction Management

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

Similar Project Experience

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

Relevant Experience

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

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

Project Manager

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

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

Operations Project Manager

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

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

QA/QC Manager

Education

McNeese State University, Lake Charles, LA

University of Southwestern Louisiana, Lafayette, LA

Diploma | Kinder High School, Kinder, LA

Areas of Expertise

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

Hazard Mitigation

Construction Management

New Construction

Quality Control

Home Evaluations

Damage Assessments

Scopes of Work

Xactimate

Project Close Out

Homeowner Assistance

Skills/Certifications

Construction Estimating Software (Xactimate, Worltrac)

Reporting

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

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

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

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

QA/QC Manager

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

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

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

Lead Customer Service Representative

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

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

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

QC Manager

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

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

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

Home Evaluator and Quality Control

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

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

PLEXOS GROUP

GEORGE DUFFEE-BRAUN

Financial Services / Fiduciary Manager

Qualifications Summary

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

Relevant Experience

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

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY | RebuildNC Program

Finance Manager

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

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

UMCOR/UMVIM Disaster Recovery | 2018-2019

UNITED METHODIST COMMITTEE ON RELIEF / UNITED METHODIST VOLUNTEERS IN MISSION

Volunteer

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

Education

B.A. | New College of Florida

Graduate courses (Financial Management) | University of Southern Mississippi

Areas of Expertise

Financial Management

CDBG-DR Programs

Government programs

Federal and State Audits

Contract Billing

Project Accounting

Stafford Act

Davis-Bacon

2 CFR 200

Section 504

Skills/Certifications

eGrants proficiency

District Construction Manager, Habitat For Humanity

UMCOR Early Response Team

TX Certified CDBG Administrator (2017)

ICF International/ HGI Catastrophe Services LLC | 2006-2018

THE LOUISIANA ROAD HOME PROGRAM (CDBG-DR Housing)

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

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

References:

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

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

Presbyterian Disaster Assistance | September 2005- October 2006

Project manager

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

Humane Society of Southern Mississippi | May 2004- August 2005

Executive director

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

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

Vice-President Finance/CFO

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

Institute for Technology Development | 1987-1989

Senior Vice President—Corporate Services

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

PLEXOS GROUP

DAVID W. WELKER

Director -- Fraud, Waste, and Abuse

Qualifications Summary

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

Relevant Experience

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

USVI EMERGENCY HOME REPAIRS STEP PROGRAM (USVI EHR)

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

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

Education

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

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

Areas of Expertise

National Security

Intelligence

Counterintelligence

Public Corruption

White Collar Crime

Violent Crime

Fraud, Waste, and Abuse

Skills/Certifications

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

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

Pennsylvania State Police | Municipal Policy Academy

Awards / Honors

Monetary Incentive Awards from Two FBI Directors

Alumni Achievement Award, 2017 | Cairn University

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jared George

Senior Project Manager

EXPERIENCE SUMMARY

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

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

RELEVANT EXPERIENCE

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

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

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

YEARS OF EXPERIENCE

24 YEARS

EXPERTISE

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

CERTIFICATIONS

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

DISASTERS

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

EDUCATION

Political Science/Public Administration, Florida Agricultural & Mechanical University

Jared George

Senior Project Manager

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

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

Sharon K. M. Bedasee

Project Manager

YEARS OF EXPERIENCE

16 YEARS

EXPERIENCE SUMMARY

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

EXPERTISE

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

RELEVANT EXPERIENCE

Sharon has served in the following Hazard Mitigation roles:

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

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

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

CERTIFICATIONS

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

Sharon K. M. Bedasee

Project Manager

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

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

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

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

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

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

DISASTERS Cont.

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

EDUCATION

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

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

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

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

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

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

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

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

Sharon has served in the following Recovery roles:

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

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

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

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

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

Kenny Frank Day

Professional Engineer

EXPERIENCE SUMMARY

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

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

RELEVANT EXPERIENCE

Mr. Day served as Principal on the following projects:

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

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

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

YEARS OF EXPERIENCE

45 YEARS

EXPERTISE

Closeout Requirements
Florida Grants Portal Training

CERTIFICATIONS

Alabama PE #32164
Arkansas PE #16647
Florida PE #25345
Georgia PE #PE039888
Kentucky PE #30990
Louisiana PE #PE0035500
Mississippi PE #PE-19867
Missouri PE# PE-2015015888
Oklahoma PE #28009
South Carolina PE #28288
Texas PE #110832

FEMA IS-100 FEMA IS-120
FEMA IS- 200 FEMA IS-700
FEMA IS-800 FEMA IS-630
FEMA IS-631 FEMA IS-632
FEMA G202 FEMA G300
FEMA G400 FEMA G557
FEMA E/L/K 146

DISASTERS

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

EDUCATION

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

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

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

D. REFERENCES

Project Reference #1

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

Project Dates
2019 to present

Program Funding
$1.2 billion

Reference Information
Scot Edelman, PE
Senior Vice President
AECOM
Scott.edelman@aecom.com
(336) 314-3435

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

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

Relevance to the City of Galveston

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

Project Reference #2

City of Columbia, South Carolina

FEMA Public Assistance and Hazard Mitigation Program

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

Project Dates
2015 to present

Program Funding
$334 million (Public Assistance)
$18 million (Hazard Mitigation)

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

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

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

Plexos accomplishments include the following:

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

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

Relevance to the City of Galveston

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

Project Reference #3

City of Columbia, South Carolina
HUD CDBG-DR Program
DR-4241, Severe Storms & Flooding, Oct 2015
Columbia, South Carolina

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

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

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

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

Additional accomplishments include:

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

Project Dates
2015 to present

Program Funding
$26 million

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

The City of Columbia's Action Plan:

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

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

Relevance to the City of Galveston

☑ APPLICATION AND PROJECT DEVELOPMENT. Plexos development of the city's HMGP application and CDBG-DR Action Plan, which received HUD approval of CDBG-DR funds as match, resulted in the buyout of 21 properties in flood hazard areas.

☑ MANAGEMENT. Development of program policies and robust QA/QC processes enabled the city to manage the match program in compliance with HMGP and CDBG-DR requirements.

☑ FUNDING. Obtained approval of a total of $1.5 million in CDBG-DR funding to cover the 25% match requirements for the Buyout Program.

☑ CAPABILITY AND CAPACITY. Supplemental case management services provided the city with the expertise and capacity to determine program eligibility, complete duplication of benefit analysis, and document match requirements for the HMGP Buyout Program.

Project Reference #4

North Carolina Emergency Management (NCEM, now NCORR)

HUD CDBG-DR Program

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

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

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

Project Dates
2018 to 2019

Program Funding
$236.5 million

Reference Information
Lea Sabbag
Former Housing Director
North Carolina Emergency Management (NCEM) (now NCORR)
904-716-6542
Sabbag.lea@gmail.com

Relevance to the City of Galveston

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

E. FIRM HISTORY, CAPACITY, AND EXPERIENCE

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

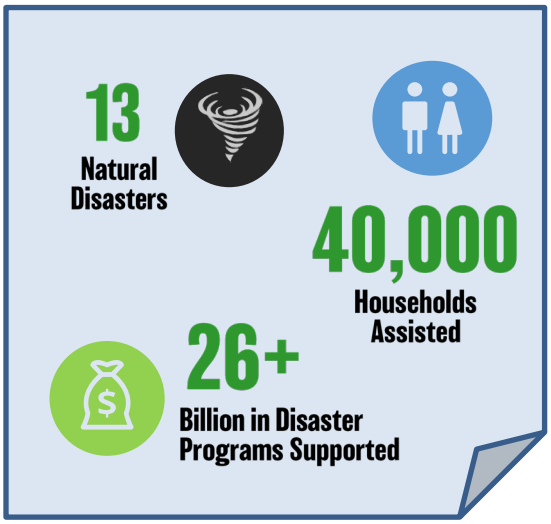
About Plexos Group, L.L.C.

History of the Firm

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

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

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



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

Subcontractor

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

Capacity to Perform

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of Resources

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

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

The Right Relationships

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

Related Experience

FEMA and HUD CDBG-DR Experience

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

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

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

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

Recent and Relevant Experience

Some of Plexos' disaster recovery projects are reflected below:

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

Public Works / Infrastructure Experience

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

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

Experience with the City of Columbia

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

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

Related Experience

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

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

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

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

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

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

CDBG Program Expertise

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

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F. METHODOLOGY

Pre-Funding Services

CDBG-MIT Project Identification

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

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

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

What is "Mitigation"?

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

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

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

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

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

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

CDBG-MIT Competitive Application Development and Submittal

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

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

Post-Funding Services

Project Start-Up Activities

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

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

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

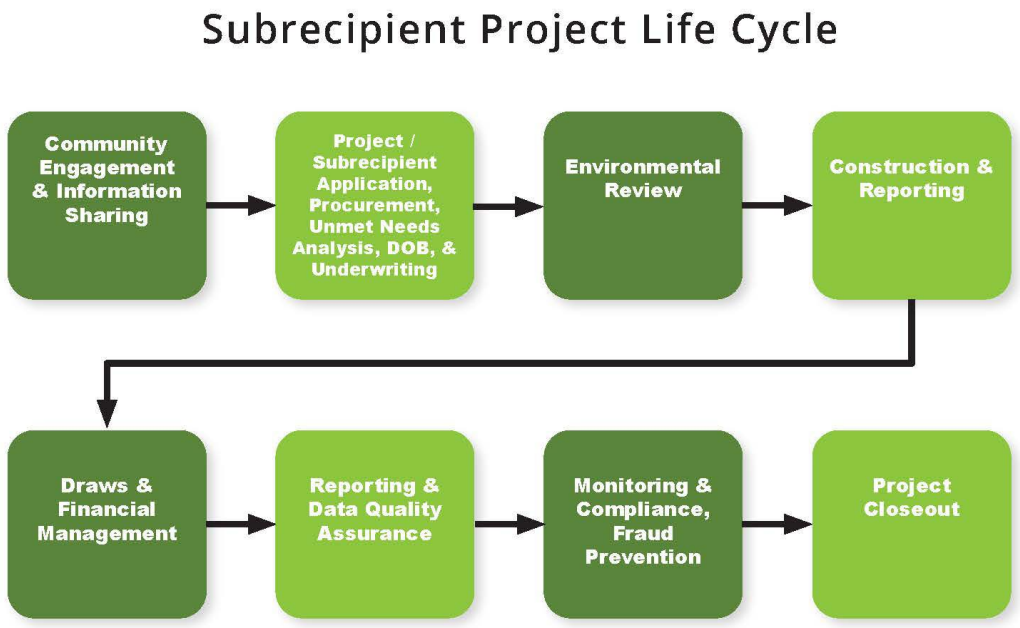
***Figure 1**. Plexos is experienced with providing all required start-up documentation.*

Required Project Start-up Documentation

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

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

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



Grant Administration Services—General

a) Administrative Duties

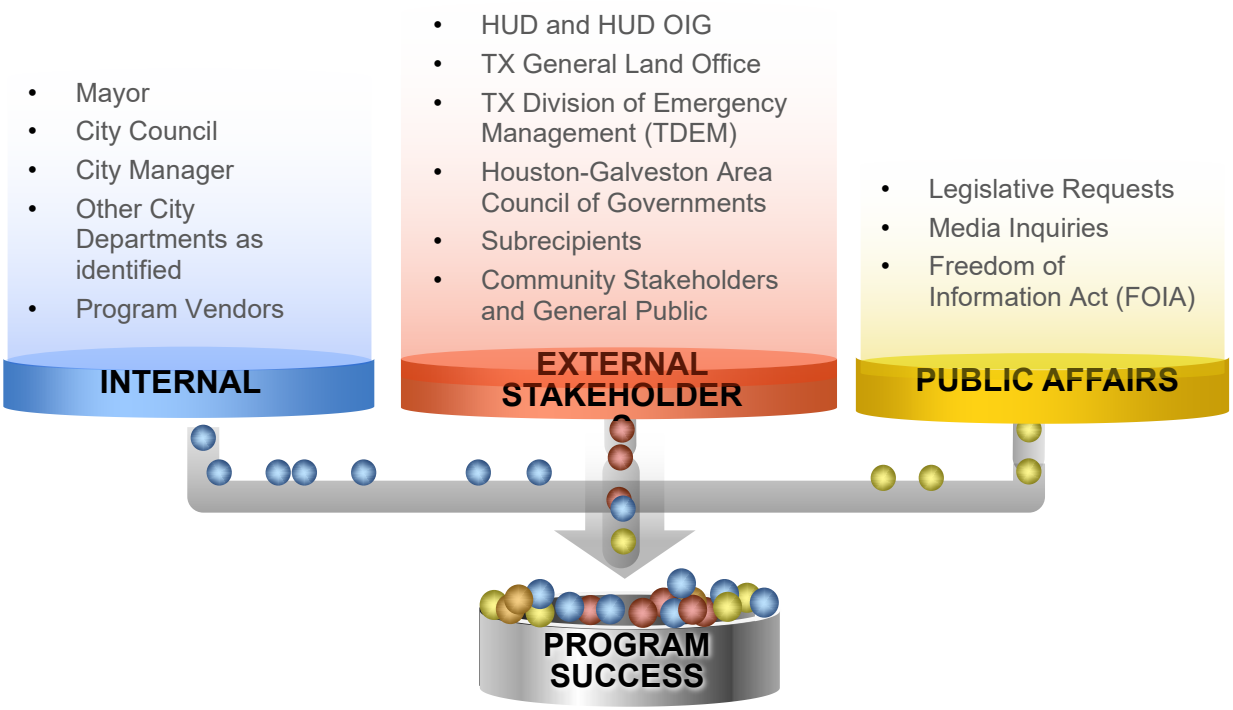
i. Coordinate, as necessary, between sub-recipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.

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

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

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

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



ii. May assist in public hearings.

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

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

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

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

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

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

Responsible access to the TX GLO System of Record

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

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

iv. Provide monthly project status updates.

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

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

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

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

vi. Labor and procurement duties.

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

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

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

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

Regulatory and Program Compliance

Richard Gray, Compliance and Monitoring SME …

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

vii. Financial duties:

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

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

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

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

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

George Duffee-Braun,
Proposed Financial Manager

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

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

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

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

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

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

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

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

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

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

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

> **Lara Robertson, AICP,**
> Project Manager
>
> **23 years** of managing HUD programs in compliance with:
>
> ☑ **Section 504**
>
> ☑ **Equal Employment Opportunity,** and
>
> ☑ **Fair Housing Requirements**

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

d) Implementation and coordination of Section 504 requirements.

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

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

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

Richard Gray,

Compliance Subject Matter Expert

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

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

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

e) Program compliance

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

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

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

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

g) Prepare and submit all closeout documents.

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

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

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

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

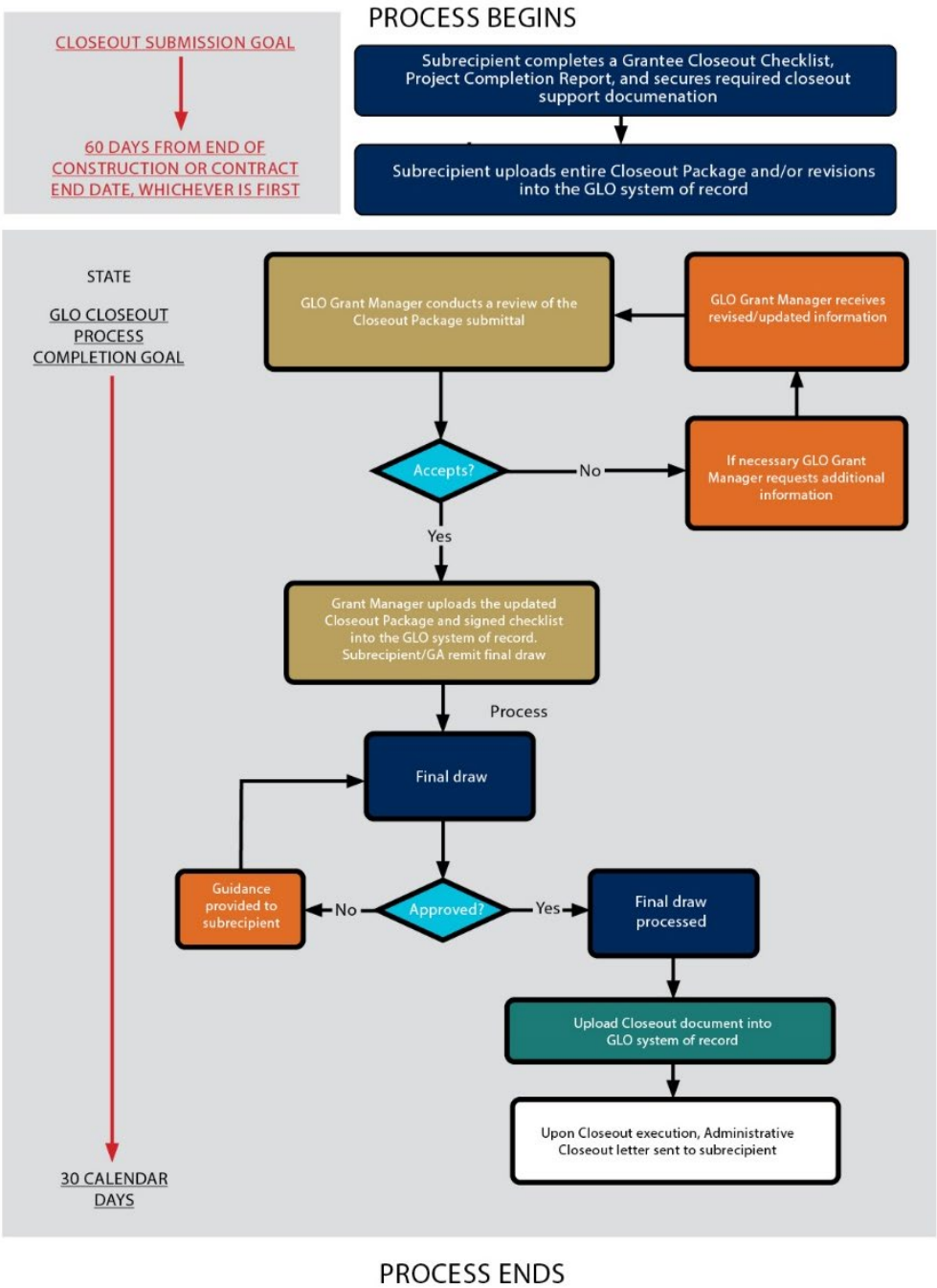
program. Plexos is not only experienced in HUD CDBG closeout procedures, it is prepared to meet GLO subrecipient requirements and will implement proactive procedures that will enable the timely closeout of program/project activities.

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

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

Figure 4 depicts the GLO Closeout Process for Infrastructure Projects.

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



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

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

i) Assist in preparation of contract revisions and supporting documents including but not limited to:

- *Amendments/modifications,*
- *Change orders.*

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

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

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

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

b) Construction Management

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

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

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

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

Parker Cole, Construction Management Expertise

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

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

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

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

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

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

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

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

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

Construction Management Policy and Procedures Expertise

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

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

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

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

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

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

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

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

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

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

Anil Desa, PE, Project Development and Management Expertise

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

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

- Prepare a schedule for design services, monitor A/E progress with regular meetings, and compare progress with baseline schedule.

- Assist the city to manage the selected A/E firms to ensure quality, timely designs in compliance with Local, State and Federal codes and regulations.
- Perform design reviews at preliminary design and final design milestones.
- Coordinate pre-bid cost estimates and required permitting.
- Review final bid documents for compliance with Federal procurement regulations.
- Coordinate with TX GLO as needed and required.

viii. Reassignment scope alignment (if necessary).

Based upon the change order and contractor evaluation SOPs (as outlined in Section iii of this proposal), Plexos' Project Development Manager will work with the construction management team to review each change order request to ensure that any proposed contract modifications and/or change orders are necessary and cost reasonable. In addition, Plexos will prepare independent cost estimates and validate Change Order costs. As part of this process, Plexos will make recommendations to the city for approval or modification of the requests or need for the reassignment of work. All contractual modifications and change orders will be retained in the city's project files and uploaded to the GLO system of record once complete and reviewed for accuracy.

Grant Administration Services—Mitigation

a) Administrative Duties

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.

Plexos will ensure Galveston compliance with all CDBG-MIT requirements by developing program policies and procedures for the city that reflect:

- HUD CDBG-MIT Federal Register Notice (84 FR 45838 published August 30, 2019).
- TX GLO CDBG-MIT Action Plan (currently pending HUD approval)
- TX GLO CDBG-MIT Program Guidelines

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities. TX GLO and HUD Monitoring Checklists for cross-cutting requirements.

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities.

In addition to compliant policies, the Plexos team will evaluate program risks and implement robust Quality Assurance and Quality Control (QA/QC) processes based upon CDBG-MIT requirements. Management of these processes include:

- Development of a Risk Assessment and QA/QC Plan (to include review checklists);
- Implementation of standardized operational reports for city management;
- Management of quality control reviews on processes and standard operating procedures resulting in data outputs and reports used to decrease errors and increase accuracy of project calculations/costs, scope, and duration; and
- Recommend process improvements and mitigation strategies for potential risk areas based upon extensive data analysis, reporting, and forecasting.

Kim Flowers, Grant Administration and Mitigation Subject Matter Expert

- ☑ **22 years** of emergency management and recovery experience
- ☑ **13 years** managing CDBG-DR and FEMA HMGP programs in Louisiana, New York, New Jersey, Georgia, Florida, Puerto Rico

ii. Assist subrecipient in establishing and maintaining financial processes.

The requirements for financial management systems and reporting are found in 24 CFR Part 85.20 for governmental subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving federal funds has a financial management system sufficient to:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.
- Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

George Duffee-Braun, assigned Plexos Finance Manager, will ensure that all in 24 CFR Part 85.20 requirements are met in the following areas:

- ❒ **internal controls,**
- ❒ **accounting records,**
- ❒ **allowable costs,**
- ❒ **source documentation,**
- ❒ **budget controls,**
- ❒ **cash management,**
- ❒ **financial reporting, and audits.**

- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

Where city financial processes for CDBG-MIT funding are already in place, they will be reviewed for compliance in meeting the HUD CDBG-MIT and state requirements. Where such processes do not yet exist or are not sufficiently documented, assistance will be provided to the city to develop and/or documenting financial processes in program SOPs for financial management.

iii. Obtain and maintain copies of the sub-recipient's most current contract including all related change requests, revisions and attachments.

Upon contract award, Plexos staff will set up a project filing system based upon standardized HUD checklists for compliance and monitoring. Depending upon the resources available to the city, the filing system will be maintained in a paper and electronic format. In addition, Plexos will upload all project documentation into the TX GLO system of record in accordance with system requirements and the state's CDBG-MIT guidance. In addition to the current Subrecipient Agreement, all project start up documentation (also known as evidentiary materials (as listed in the *Post-Funding Services* Section of the proposal) will be uploaded and maintained.

Contracts with all program/project contractors, change requests, amendments and documentation will also be maintained in an electronic and paper format unless otherwise directed by the city.

iv. Establish and maintain record keeping systems.

Accurate record keeping is crucial to the successful management of CDBG-DR/CDBG-MIT funded activities. Insufficient documentation could to lead to monitoring findings and repayment of funds. As such, Plexos will maintain all required documentation with a project or activity from application to close out in order for TX GLO, HUD, and/or HUD OIG to monitor the program in a sequential and logical format which accurately reflects program performance. In addition, Plexos will upload all required data and documentation into the GLO system of record in accordance with program guidelines within 24 hours of receipt or completion.

Upon contract award, Plexos will work with the city to establish a CDBG-MIT Records Management Policy and defined file management structure in order to ensure that:

- There is a clearly defined process for acquiring, organizing, storing, retrieving, and reporting information for all CDBG-MIT program activities;
- Records for products and/or services delivered will be maintained in accordance with contract provisions and GLO policy;
- Documentation and reporting systems will meet HUD and GLO requirements;
- All staff responsible for recordkeeping and reporting are properly trained and supported;
- The requirement for the removal of duplicative records to streamline the recordkeeping and reporting process is incorporated into all standardized procedures; and

- To the extent feasible, records and reports will be automated (i.e., computerized and/or electronically stored) to make recordkeeping processes more efficient and easily retrievable.

Sample File Management Structure/Documentation List

Subrecipient Information

- Organizational chart;
- Final approved application for funding;
- Complete and signed Request for Federal Funding SF-424;
- Executed Subrecipient Agreement, amendments, revisions, and/or Technical Guidance Letters; and
- Program/Project Start Up or "Evidentiary Materials".

General Administrative Records

- Personnel files, if applicable;
- GLO monitoring correspondence and responses;
- Pass-through entity agreements;
- Pass-through entity monitoring

Civil Rights, Fair Housing, EEO, Citizen Participation

- Citizen participation compliance documentation;
- Complaint policies and procedures;
- Fair Housing and Equal Opportunity records;
- Documentation of compliance with crosscutting requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint);
- Limited English Proficiency documentation;
- Outreach performed to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
- Job Creation/Retention reports

Internal Financial Records

- Financial policies and procedures;
- Budget;
- Accounting journals, ledgers & chart of accounts;
- Financial Source documentation (purchase orders, invoices, canceled checks);
- Real property & equipment inventory documentation;
- Draw requests and backup documentation;
- Financial reports;
- Audit reports and documentation;
- Relevant financial correspondence

Environmental

- Complete Environmental review records to include:
  - Public notices/publisher's affidavit;
  - Coordination letters for/from other agencies;
  - Public comments;
  - Request for Release of Funds and Certification form;
  - Authority to Use Grant Funds form;
  - Documentation of compliance with other applicable laws/authorities;
  - Flood plain maps as necessary;

  - Texas Historical Commission notification and response letters as appropriate;
  - Other documentation identified by HUD or GLO Environmental staff;
- Environmental re-evaluations (if necessary);
- If applicable; Environmental exemption form titled "Exemption Determination for Activities Listed at 24 CFR 58.34" along with required 58.6 Compliance Checklist

Procurement and Draw Requests

- Procurement policies and procedures;
- Procurement of professional services files (advertisements, proposals/qualifications, contracts, etc.);
- Procurement of construction files (advertisements, bids, scoring, contracts, etc.);
- Bid rejection documentation;
- Bank account records (including program income records, if applicable);
- Draw requests;
- Original invoices;
- Meeting Minutes for invoice payment approval;
- Copies of payments;
- Human Resources Employee Personnel Records;
- Timesheets;
- Benefit Rates for employees; and
- Payroll records and reports

Reporting and Recordkeeping

- Local policies and procedures;
- Project/activity status;
- Project/activity eligibility and national objective;
- Characteristics and location of the beneficiaries, including race and ethnicity of beneficiaries; and
- Compliance with special program requirements (e.g. environmental review records)

Documenting Relationship to the Disaster

- Damage or building estimates for physical losses;
- Post-disaster analyses or assessments for economic or non-physical losses;
- Insurance claims; and
- FEMA data

Documenting Duplication of Benefits

- Verification of sources of assistance;
  - FEMA award letter;
  - Insurance letter;
  - SBA assistance/declined loans;
  - Calculation of CDBG-DR award; and
  - Subrogation agreement (or similar agreement)

v. Assist sub-recipient with resolving monitoring and audit findings.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, have over 6 decades of combined experience with compliance and monitoring of CDBG and CDBG-DR programs at the state and local level with HUD, HUD OIG, GAO, OMB, and legislative auditors. Our unprecedented experience of designing compliant programs, implementation of proactive QA/QC processes, monitoring preparation, and response will assist the city to successfully navigate the requirements of the CDBG-MIT program and TX GLO subrecipient monitoring efforts as well as minimize, if not eliminate, monitoring concerns or findings with the city's CDBG-MIT projects.

> SMEs Lara Robertson and Richard Gray have more than 6 decades of combined compliance and monitoring experience of CDBG and CDBG-DR programs at the state and local level, including with HUD, HUD OIG, GAO, OMB, and legislative auditors.

vi. Serve as monitoring liaison.

Section v. above describes Plexos' monitoring and compliance capabilities. Both Lara Robertson and Richard Gray will serve as monitoring liaisons as required and directed by the City of Galveston.

vii. Assist sub-recipient with resolving third party claims, if encountered.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, will assist the city to resolve third-party claims if any arise from the implementation of CDBG-MIT programs/projects. As an expert in community development/redevelopment, Lara Robertson was engaged as an Expert Witness for the Cincinnati-Northern Kentucky International Airport for land acquisition cases involving the expansion of the airport. In this role, she was responsible for reviewing property claims, participating in depositions, and providing expert testimony during court proceedings. During her engagement, the airport board successfully resolved all court cases related to property acquisition and construction.

In addition to her expert testimony, Lara managed several non-voluntary CDBG redevelopment projects which required the acquisition of real property, construction easements, and rights-of-way

> **Easement and Land Acquisition SME**
>
> **Lara has been engaged in successfully resolving many third-party claims:**
>
> ☑ Expert Witness for the Cincinnati-Northern Kentucky International Airport land acquisition cases
>
> ☑ CDBG redevelopment projects involving the acquisition of real property, construction easements, and rights-of-way

in order to complete infrastructure and housing projects. Her expertise enabled cities and counties to eliminate blighting conditions and increase community resiliency.

David Welker, Anti-Fraud, Waste, and Abuse (AFWA) SME

- ☑ Established and operated the anti-fraud group for the **$12 billion** *Deepwater Horizon Economic and Property Settlement Program*
- ☑ Stood up the fraud program for the **$230 million** *USVI Emergency Home Repairs Program*

viii. Report suspected fraud to the GLO.

During project start up activities, David Welker, will work with the city to develop or refine existing CDBG-MIT Anti-Fraud, Waste, and Abuse (AFWA) policies that are consistent with TX GLO AFWA policies and procedures. AFWA procedures usually include the process of assigning investigations, formats for investigative memos and referrals, reporting timelines, and requirements. Typical AFWA reporting formats include, but are not limited, to the following information:

- Date of the allegation or alleged incident
- Persons involved (individual reporting fraud, individual (s) or organization (s) accused of fraud, naming of other witnesses, etc.)
- Details of the allegation (project/program activity, type of alleged fraud, dollar amount involved, etc.)
- Date/Time period of the alleged fraud
- Location of the fraudulent activities

Mr. Welker's law enforcement and AFWA experience with HUD and FEMA housing programs, in addition to other public and private sector work, will be an asset to the city if issues arise during the implementation of CDBG-MIT programs. His specific expertise includes the establishment and operation of the anti-fraud group for the $12 billion *Deepwater Horizon Economic and Property Settlement Program* and standing up the fraud team for the $230 million *US Virgin Islands Emergency Home Repairs STEP program.* In his role he will work with the city and GLO-CDR staff to develop and review AWFA memos or reports as well as assist in their determination whether further investigation of an allegation is required, or additional corrective actions should be undertaken. In addition, he is available to work with the HUD Office of Inspector General (OIG) as necessary should referred cases require prosecution.

ix. Submit timely responses to the GLO requests for additional information.

Plexos personnel assigned to the Galveston CDBG-MIT program will acknowledge and/or respond to GLO requests for additional information within 24 hours of receiving an inquiry from the state. If responses require additional time for the collection of data and/or documentation, our staff will notify the city and GLO regarding the need for more time and reason for the delay within this same time period. All inquiries or Requests for Information (RFIs) from GLO will be memorialized in an RFI log and tracked until final resolution of the issue. In addition, all written correspondence and documentation will be retained for tracking and record keeping purposes. Responses related to

written complaints/grievances related to the city's CDBG-MIT programs will be monitored to ensure that the HUD 15-day response requirement is met.

x. Complete draw request forms and supporting documents.

Plexos' Financial Manager, George Duffee-Braun, has been responsible for the completion, submittal, and reconciliation of CDBG-DR draw requests totaling over $9 billion of funding without any monitoring or audit findings. He will use this experience to assist the city in the development and implementation of financial policies and processes based upon Federal requirements, GLO policies and best practices utilized for disaster recovery programs similar in size. He will manage the draw request process and ensure that funds are expended and reconciled within federally prescribed timeframes.

xi. Perform any other administrative duty required to deliver the project.

Plexos personnel assigned to the City of Galveston can and have performed the full array of CDBG grant management functions from project application to close out. As part of this engagement, our staff can provide these services and/or assist the city to build local capacity to successfully perform all or a portion of Grant Management Services for the CBDG-MIT Program/Project (s).

In addition to the grant management services covered in this proposal (Administration, Project Development/Engineering, Environmental, Construction Management, Infrastructure and Anti-Fraud), additional services that Plexos can provide include, but are not limited to, the following:

- Development of Action Plans and Action Plan Amendments;
- Identification and submittal of HUD program waivers in order to streamline local recovery processes and/or expand program eligibility;
- Identification of supplemental funding sources to leverage CDBG allocations and use of CDBG as FEMA Match;
- Implementation of Duplication of Benefit (DOB) procedures and analysis in compliance with the Stafford Act;
- Management of Environmental Remediation Processes;
- Uniform Relocation Assistance and Real Property Acquisition Act (URA) Policies and Procedures;
- Buyout and Acquisition Policies and Procedures;
- Case Management;
- Fair Housing and EEO Compliance;
- Information Technology, Data Management, and Reporting;
- Change Management Controls and Processes, and
- Procurement and Contract Support.

General grants management services also include HUD CDBG-DR/CDBG-MIT training for city and program staff as required and requested by the city.

xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

See Section iii [a) General Administrative Services] of this proposal. All Plexos staff will receive training on the use of GLO's system of record in order to effectively perform job functions to include the completion of program milestones, submittal of documentation, draw requests, change orders, etc. In addition, our staff will work with the city to identify and provide feedback to GLO regarding existing IT business processes and any new system requirements needed to accommodate CDBG-MIT process flows and procedures.

xiii. Submit change requests and all required documentation related to any change requests.

See Section i [a) General Administrative Duties] of this proposal regarding Plexos' approach to reviewing and processing change order requests.

b) Acquisition Duties

i. Submit acquisition reports and related documents.

CDBG-DR/MIT funded projects are subject to both the acquisition and relocation requirements of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* of 1970, 42 U.S.C. § 4601 et seq. ("URA"), and the federal regulations found in 49 C.F.R. Part 24 (See also Section 104(d) of the Housing and Community Development Act of 1974 and implementing rules at 24 CFR Part 42 regarding relocation assistance policies for HUD funded programs). The purpose of these requirements is to provide for uniform and equitable treatment of persons displaced from their homes, businesses or farms as a result of acquisition, rehabilitation, or demolition of real property for any phase of a Federal or federally funded project. The URA also establishes equitable land acquisition policies.

TX GLO requires all Subrecipients choosing to administer a Buyout or Acquisition program to create Program Guidelines using the GLO-CDR's Buyout and Acquisition Guidelines Checklist and submit them for GLO-CDR approval. Once the guidelines are complete, GLO requires that the guidelines be made available locally for a thirty-day comment period.

Plexos will assist the city to meet TX GLO Buyout and/or Acquisition requirements, should the city decide to pursue the use of CDBG-MIT funding for these purposes.

We know Acquisition and URA…

Plexos SME Lara Robertson has developed policies for North Carolina, New York, and the City of Columbia:

- ☑ NCORRs *Buyout and Acquisition Manual*
- ☑ NCORR's *URA and Optional Relocation Policies and Procedures*
- ☑ GOSRs *URA Anti-Displacement Plan* and URA SOP
- ☑ Updates to City of Columbia's URA Policies and Procedures
- ☑ No URA findings from HUD after review and recommendations to GOSRs URA policies and procedures

ii. Establish acquisition files (if necessary).

As necessary, Galveston acquisition files will be established and maintained in accordance with the GLO and HUD checklists. Files will be organized in a logical and sequential order to facilitate ease of use during program operations and subrecipient monitoring by GLO and HUD. In general, acquisition files typically include the following documentation:

- URA Notifications
- Title Search, Clearance, and Policy (including property deed)
- Primary and Secondary Appraisals
- Duplication of Benefits documentation and analysis
- Written Statement of Just Compensation
- Written Offer to Purchase
- Tier II environmental review (prior to transfer)
- Contract of Sale
- HUD-1 Settlement Statement and other closing documentation
- Receipt of purchase price, list of disbursements, copies of cancelled checks
- Recordation of Deed
- Open/Greenspace Covenants, if applicable.
- Correspondence Log

iii. Complete acquisition activities (if necessary).

Although an acquisition program is not currently contemplated by the city, Lara Robertson, Project Manager, can provide the city with valuable experience in advancing buyout and acquisition activities if the city's CDBG-MIT priorities change to include these activities. She has 23 years of experience in designing, managing, and executing both voluntary and non-voluntary acquisition and redevelopment projects in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

> In addition, Lara was instrumental in the launch and monitoring of the Road Home Corporation, which eventually became the **Louisiana Land Trust (LLT),** the entity responsible for the receipt, maintenance, and disposition of almost **11,000 properties** damaged as a result of Hurricanes Katrina and Rita. Lara also conducted on-going state monitoring of a large CDBG-DR buyout project in New Orleans which involved the non-voluntary acquisition and relocation of approximately **240 households** purchased for the construction of the **VA Medical Hospital in New Orleans, LA**. Her vast experience gives her stakeholder insight and the ability to effectively manage these types of programs.

If undertaken, all acquisition activities utilizing CDBG-MIT funds will be completed in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), approved CDBG-MIT Action Plan, and TX GLO Acquisition Requirements. Prior to initiating program activities, Plexos will:

- Review existing or develop new Acquisition Policies and Procedures to include all required URA notifications, forms, and file checklists. Obtain approval from the city and GLO as required and necessary;
- Assist the city to obtain appraisal and legal services, if not already procured.
- Develop a QA/QC Plan and checklists for the acquisition program.
- Train assigned staff regarding program policies, process, and required documentation.

Unless otherwise instructed by the city, the CDBG-MIT acquisition program will mirror GLO's current process flow as shown in **Figure 5**. In addition, all required URA notices will be provided as required as shown in **Figure 6.**

Figure 5. *This diagram reflects the process illustrated by the TX GLO for buyouts and acquisitions.*

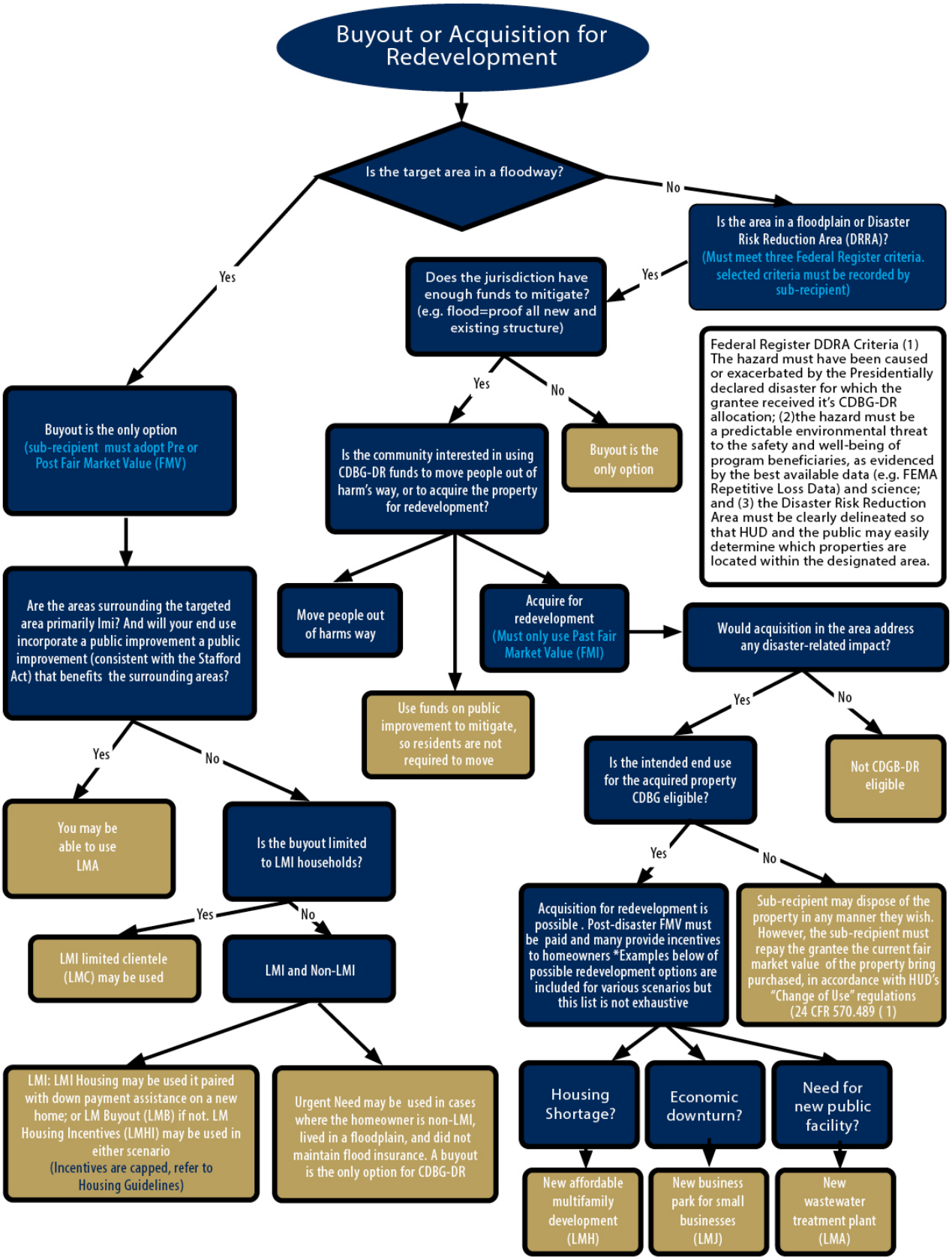
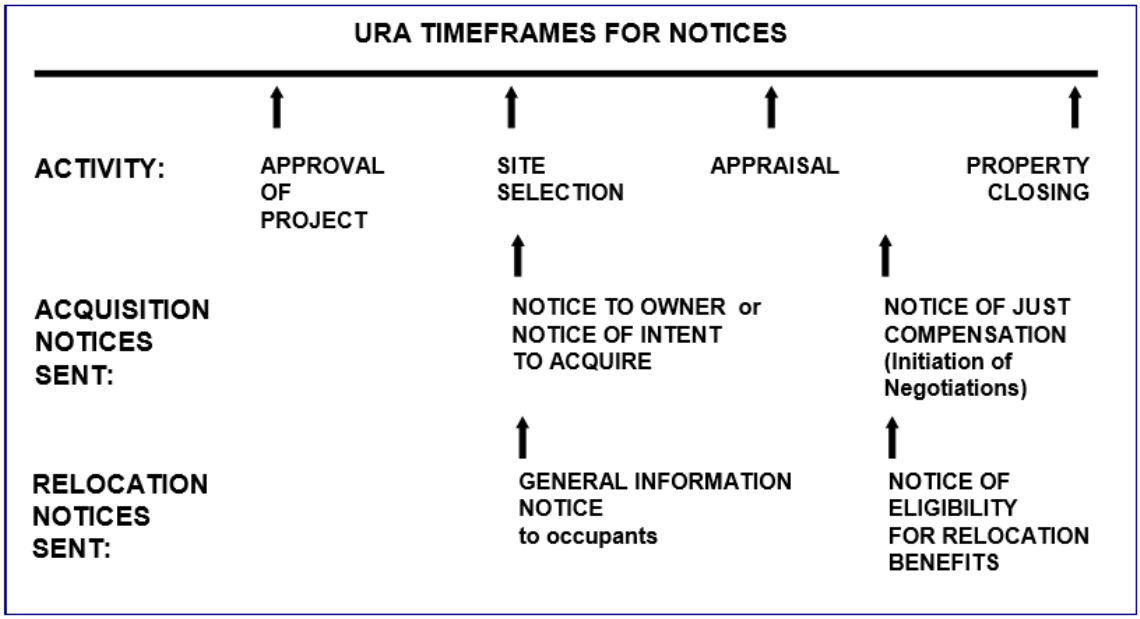


Figure 6. *HUD URA Notification Timeline*



c) Environmental Services

i. Assist detailed scope of services

In order to administer HUD funded CDBG projects (to include CDBG-DR AND CDBG-MIT projects), subrecipients are typically designated as the Responsible Entity (RE) making them accountable for meeting environmental review requirements as outlined in 24 CFR Part 58. In addition, the subrecipient is responsible for having their Certifying Officer sign the environmental review indicating: 1) whether the project has a significant impact on the environment; and 2) that the environmental review was completed in accordance with 24 CFR Part 58 requirements. As part of this responsibility, subrecipients are also subject to monitoring by GLO to ensure compliance with these requirements.

In order to meet these requirements for all CDBG-MIT projects, Plexos has assigned Tina Hauk as the person responsible for assisting the city to ensure that all project scoping sufficiently details project activities prior to application to GLO as well as completing the environmental reviews for all Galveston funded projects. She has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58).

Tina Hauk,
Environmental
Subject Matter Expert

- ☑ **17 years** of environmental review experience
- ☑ Specializes in **HUD Environmental Reviews** (Part 50 and 58)
- ☑ **12 years** working on Hurricanes **Katrina, Rita, Gustav, Ike, Isaac and Great Flood of 2016**
- ☑ A **Secretary of Interior (SOI) qualified historian** with a long list of publications and projects as an archaeologist

Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana. She has 39 technical publications (including 20 Environmental Assessments and Environmental Impact Statements), as either the author, co-author or contributor, to her credit. In addition, Mrs. Hauk is a trained Anthropologist with a focus in Archaeology specializing in historic architecture and debris field patterns. Other areas of her expertise include writing HUD Action Plans and amendments, Consolidated Plans for HUD and Consolidated Annual Performance Evaluation Reports (CAPER) and CDBG-DR compliance reviews.

Using 24 CFR Part 58, related laws and executive orders, each project will be evaluated for the correct level of environmental review and the file documented with all supporting information needed to complete the environmental review process and validate environmental review determinations for the city's Certifying Officer and GLO monitoring staff.

The environmental review process, includes but is not limited to, the following:

- Completing appropriate certifications;
- Conducting any special studies needed for the appropriate level of review;
- Publishing required notices and addressing public comments;
- Establishing a HUD compliant environmental file documenting all consultations and other supporting records for review by the city, GLO monitoring, and the public; and
- Ensuring that the environmental reviews with supporting documentation are easily accessible and organized in a logical and sequential manner.

All environmental reviews and documentation follow HUD checklists and will be uploaded to GLO's system of record as required. The environmental process to be followed is shown in **Figure 7** as shown in the *TX GLO Implementation Manual*.

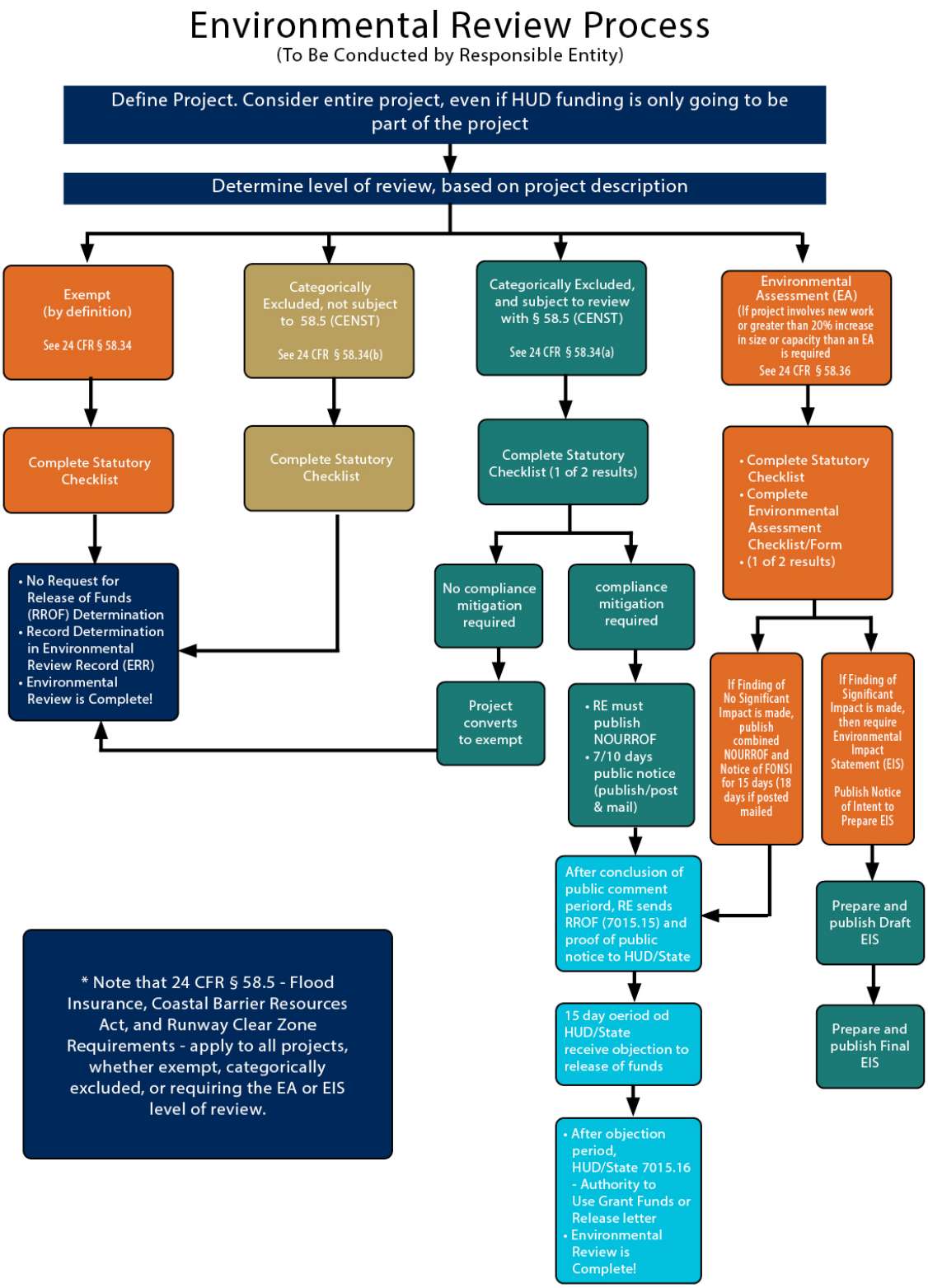


Figure 7. *Environmental Review Process as shown in the TX GLO Implementation Manual*

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

The Plexos Team's understanding of environmental issues and 24 CFR Parts 51, 55, and 58 is illustrated by Tina Hauk's vast experience and current engagements in clearing various CDBG projects over the last 12 years. As required, clearances for each activity will be categorized as one of the following:

- Exempt
- A Certification of Categorical Exclusion not subject to 24 CFR 58.5 (CENST)
- A Certification of Categorical Exclusion subject to 24 CFR 58.5 (CEST) or
- An Environmental Assessment
- An Environmental Impact Assessment

If housing or buyout/acquisition activities are undertaken with CDBG-MIT funds, the clearances will be conducted on a "tiered" basis per 24 CFR Part 58.15 in which a "Tier 1" may be done on a geographic (e.g., by county or watershed) or functional basis where the various types of actions are known and described in an Action Plan but specific locations of the activities (i.e., specific homes) are not yet known. The Tier 1 essentially will either "clear" those issues that will not require further review on individual units or will outline conditions wherein further consultation may be needed and will provide for a set of issues that must be checked during the individual (site-specific) review process for each home, referred to as the "Tier 2 review". Depending upon the projects that are selected by the city for CDBG-MIT, the Plexos Team will complete the appropriate review in accordance with 24 Part 58 requirements.

b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

See response to Section i. [in c) Environmental Services] above. In accordance with the HUD approved environmental review checklists, Plexos will ensure that the city meets all environmental review requirements by responding to each element in the checklists and attaching supporting documentation from verifiable sources, including state and federal agency consultations, which will be included in the Environmental Review Record, city environmental files, as well as GLO system of record.

c Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

See above response. The Plexos team is very knowledgeable with the required consultations, along with verifiable documentation, that is required to complete an Environmental Assessment (EA), Environmental Impact Statement (EIS), as well as some Categorical Exclusions subject to 24 CFR Part 58.5. Some of these consultations include, but are not limited to, State Historic Preservation Officer (SHPO), Corps of Engineers (COE), Texas Parks and Wildlife Department, and any federally recognized tribal entities with interest within the boundaries of the project, etc. The team also has

experience responding to data needs or requests for additional details by agencies such as the Texas Historical Commission or Tribal Historical Preservation Officers beyond the initial consultation wherein such agencies are requested to review project eligibility, adverse effects, or other objections under Section 106 of the National Historic Preservation Act (NHPA).

d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

As referenced in Section i [c) Environmental Services], the Plexos Team will provide special studies, additional assessments, or permitting to secure environmental clearance. As the environmental services lead, it should be noted that Mrs. Hauk is a Secretary of Interior (SOI) qualified historian with a long list of publications and projects as an archaeologist.

In addition, it should be noted that all work subcontracted out for this contract will meet the Secretary of Interior (SOI) requirements in addition to all those required by best practices within each specialized field and the client according to the contract. Qualifications of assigned personnel to perform specialized studies or assessments will be provided to the city, retained in the city's environmental file for each project, and uploaded to the GLO system of record as required.

e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

A list of consulting parties, written comments and responses, as well as corresponding documentation will be kept as part of the Environmental Review Record as required by HUD for each project. In addition, all documentation will be uploaded to the GLO system of record.

f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

Proactive communication and coordination with local officials, engineers, and other member of the project team is critical to the successful completion of any HUD-funded project. In addition to the synchronization of environmental work and permitting, status reports will be provided to city leadership and project team members on a monthly basis. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to any obstacles that may be preventing a project from moving forward.

g. Complete and submit the environmental review into GLO's system of record;

As previously referenced, all required environmental data, reports, and documentation will be entered into and/or uploaded into GLO's system of record. In addition, the ERR and documentation will be retained in the city's files so that this information is accessible by city personnel, HUD and GLO monitoring staff, and general public as required.

h. At least one site visit to project location and completion of a field observation report

At a minimum, one on-site visit will be conducted for all proposed and approved CDBG-MIT projects with field notes, observation and/or inspection reports (to include photographs, maps, etc.) being retained in the city's files and uploaded to the GLO's system of record. Additional site visits will be conducted as necessary to ensure that all project activities are being permitted and conducted in accordance with the completed environmental review, permitting requirements, and prescribed Section 106 standard treatments, if any.

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

Plexos will publish and distribute all required environmental notifications in compliance with HUD requirements. Deliverables include all proofs of publication as required under the "5-step" or "8-step" process (early floodplain notices and final explanations) and the final decisions and certification (a combined "Finding of No Significant Impact (FONSI) and Certification, and Notice of Intent to Request Release of Funds (NOI RROF), or only the latter if an environmental assessment is not required.

The NOI/RROF informs the public that the grantee/subrecipient will accept written comments on the findings of its Environmental Review Record (ERR) and of the grantee's/subrecipient's intention to request release of funds from the state. At least 7 calendar days after the date of publication must be allowed for public comment. The notice also says that the state will receive objections for at least 15 calendar days following receipt of the subrecipient's request for release of funds. As part of this process, Plexos will ensure that:

- All required environmental notices will be published in a local newspaper of general circulation;
- The full "tear sheet" showing the newspaper header to include the date of publication will be retained in the city's environmental file. NOTE: If required, an "Affidavit of Publication" will be obtained from the newspaper evidencing the required notification;
- Copies of the notice (NOI/RROF) are sent to interested parties (i.e., persons and entities that have commented on the environmental process or that have requested to be notified of environmental activities). A distribution list and date of distribution will be maintained in the city's environmental file and uploaded to GLO's system of record.; and
- Preparation and submittal of the actual RROF once the public comment period has elapsed.

j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43, if applicable;

In accordance with 24 CFR 58.43 and as stated above in Section i., Plexos will prepare a FONSI using the current HUD recommended or equivalent format. As part of this process, Plexos will assist the City of Galveston to notify individuals and groups known to be interested in the environmental review process to include the following:

- Local media;

- Appropriate tribal, local, state and federal agencies; and
- Regional Offices of the Environmental Protection Agency (EPA) having jurisdiction; and
- HUD Field Office.

This notice will also be published in the local newspaper of general circulation. In addition, the distribution list for the notification of interested parties and date of distribution will be retained in the city's environmental files (and uploaded into the GLO system of record). All received comments and/or requested modifications will be considered prior to the city's Certifying Officer completing the environmental certification process and submitting the RROF.

> **Groups known to be interested in the environmental review process include:**
>
> ☑ Local media
>
> ☑ Appropriate tribal, local, state and federal agencies
>
> ☑ Regional offices of the Environmental Protection Agency (EPA)
>
> ☑ HUD Field Office

k. Process environmental review and clearance in accordance with NEPA, as applicable;

See Section i [c) Environmental Services], and GLO process flow shown in **Figure 7** outlining the scope of work to meet National Environmental Policy Act (NEPA) requirements. Plexos will complete all environmental reviews and processes in accordance with NEPA as implemented by HUD and codified in 24 CFR Part 58.

l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

Due to the evolutionary nature of disaster recovery programs/projects, changes to a CDBG-MIT project may occur after completion of the ERR. In these cases, any such changes in magnitude or scope of the project must be re-evaluated under 24 CFR Part 58.47 in order to ensure that the ERR matches the approved project to be constructed or implemented. Once identified, Plexos will work with the city to re-evaluate the environmental findings to determine if the original findings are still valid if the following occurs:

- The city, or known/interested party, proposes a substantial change in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project; and/or
- There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact; and/or

> **Tina Hauk, Environmental SME**
>
> As a State Environmental Review Office, Tina reviewed all environmental review special studies documents for submission to State of Colorado for clearance and release of funds. Additionally, she routinely reviewed Phase 1 and Phase II site assessments for compliance with federal and state requirements.

- A project alternative is selected that was not included in the original FONSI.
- Upon review, Plexos will advise the city if the original findings are still valid or not. If the original findings are still valid but the data or conditions upon which they were based have changed, Plexos will assist the city to affirm the original findings and update its ERR by including this re-evaluation and determination based on applicable findings. Under these circumstances, if a FONSI notice has already been published, no further publication of a FONSI notice is required. If Plexos, in conjunction with the city determines that the original findings are no longer valid, Plexos will assist the city to prepare an EA or an EIS if its re-evaluation indicates potentially significant impacts.

m. Prepare and submit Monthly Status Report; and

At a minimum, environmental status reports will be provided to city leadership and project team members on a monthly basis in a format to be reviewed and approved by the city. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to eliminate obstacles preventing a project from moving forward.

n. Participate in regularly scheduled progress meetings.

The Plexos environmental team will participate in regularly scheduled progress meetings as well as provide monthly status reports as outlined in Section iv [a) Administrative Duties-General].

This page intentionally left blank.

G. MISCELLANEOUS

Exceptions

There are no exceptions noted.

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City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

May 18, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval a contract with Plexos Group LLC, for the Community Development Block Grant (CDBG) MIT Administrative Services (RFP-20-11). Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

I. Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City is eligible to apply for funding from the Texas General Land Office (GLO).

B. The GLO is making funding available through the Community Development Block Grant MIT (CDBG-MIT) to communities affected by Hurricane Harvey.

C. The CDBG-MIT funding is eligible to impacted communities through a statewide competition.

D. The City may submit up to three (3) applications for local funding that meet the GLO CDBG-MIT approved plan and the 50% LMI index. The City may also apply for an additional three applications with other entities.

E. The current deadline for application submittal for the statewide competition is the fall of 2020.

F. The current amount of funding available in the statewide competition is approximately 2.1 Billion.

II. Current Situation

A. The City received Competitive Sealed Proposals for project #20-11 on March 25, 2020 for grant administrators to develop grant proposals for the program in accordance with the GLO CDBG Administrative Plan.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

B. Eight (8) responsive proposals were received and scored as follows:

a. Plexos Group LLC.....879.32
b. Tetra Tech.....851.84
c. Ardurra Group.....735.12
d. Traylor & Associates.....686.14
e. DCMC Partners.....673.01
f. IBTS.....560.92
g. James Goodwille Pierre.....523.56
h. ProSource Group.....447.79

C. The City interviewed the two highest scoring firms.

D. It was determined that Plexos Group LLC, was the most qualified firm based upon their response to the RFP and the interview.

III. Issues

The City must select a firm to develop the grant proposals in accordance with the CDBG-MIT requirements. There is no cost for the development and submittal of the grant applications.

IV. Alternatives in order of Priority

A. Approve the contract with Plexos Group LLC for the Community Development Block Grant (CDBG) MIT Administrative Services (RFP 20-11). Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

B. Do not approve the contract with Plexos Group LLC, for the Community Development Block Grant (CDBG) MIT Administrative Services (RFP 20-11).

V. Recommendation

Approve the contract with Plexos Group LLC, for CDBG-MIT Administrative Services RFP 20-11. Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

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V. Recommendation

Approve the contract with Plexos Group LLC, for CDBG-MIT Administrative Services RFP 20-11. Authorizing the City Manager to execute all necessary documents upon final approval of the City Attorney.

CITY OF GALVESTON
SERVICES CONTRACT

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

Community Development Block Grant – CDBG – MIT Administrative Services

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

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

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

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

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

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

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

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

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. Compensation - The maximum amount of compensation to be paid hereunder shall not exceed the dollar amounts set forth in Exhibit A. Compensation shall be paid to COMPANY only in the event the City is awarded grant funds resulting from applications submitted by COMPANY on behalf of the City. In the event that unforeseen additional services will be needed from COMPANY in the administration, implementation, or close out of any grant(s) contemplated by this agreement, COMPANY agrees to perform those services under the fixed fee basis as provided in Exhibit A and will not seek an increased scope change. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.

8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation

9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

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

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.

12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.

13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.

16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

    a. **Commercial general liability insurance**:

       $2,000,000 general liability (includes products and personal, etc.)

       $1,000,000 fire damage

$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

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

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

CITY OF GALVESTON, TEXAS	**PLEXOS GROUP, LLC**
BY: _____	BY: David Odom
NAME: Brian Maxwell	NAME: David Odom
TITLE: City Manager	TITLE: President/CEO
DATE: _____	DATE: 5/14/2020

Approved As To Form

_____
City Attorney's Office

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

THE STATE OF Louisiana §
§
East Baton Rouge **COUNTY / PARISH** §

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-619429

Date Filed:
05/14/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Plexos Group, L.L.C.
Baton Rouge, LA United States

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

City of Galveston, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-075
MIT Administrative Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in East Baton Rouge Parish County, State of Louisiana, on the 14th day of May (month), 20 20 (year).

David Odom

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2020

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

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

PRODUCER
BXS Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME:
PHONE (A/C, No, Ext): 225-336-3200 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLEXGRO-01
Plexos Group, LLC
1800 City Farm Dr, Ste B, Bldg 4
Baton Rouge LA 70806

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edwin Jenkins

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AGENCY CUSTOMER ID: PLEXGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

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EXHIBIT A

March 25, 2020 (10:00 am)

Response to Request for Proposal

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

Closing Date/Time:
March 25, 2020 10:00 am

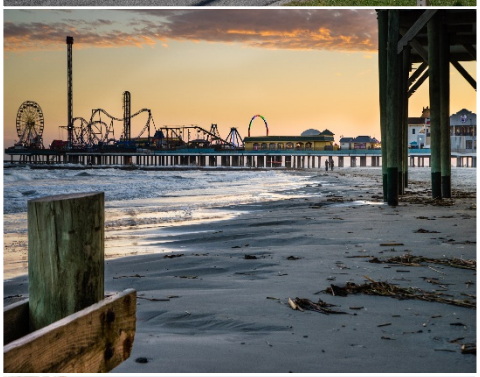
City of Galveston
RFP 20-11
CDBG-MIT Administrative Services

ORIGINAL PROPOSAL

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

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

PLEXOS GROUP



City of Galveston

Best and Final Offer

May 5, 2020

RFP 20-11

CDBG-MIT ADMINISTRATIVE SERVICES

Submitted via electronic mail to
Purchasing@galvestontx.gov

PLEXOS GROUP

Developing Recovery Solutions.
TOGETHER.

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

CDBG-MIT Administrative Services Hurricane Harvey State Mitigation Competition

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

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

Pre-Funding Services

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

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

Post-Funding Services

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

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

Schedule B— Application Preparation

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

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

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

Schedule C— Cost Proposal

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

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

EXHIBIT C

Cost of Services: Infrastructure

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

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

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

COVER LETTER

March 25, 2020

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

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

Dear Members of the Selection Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contact Information

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

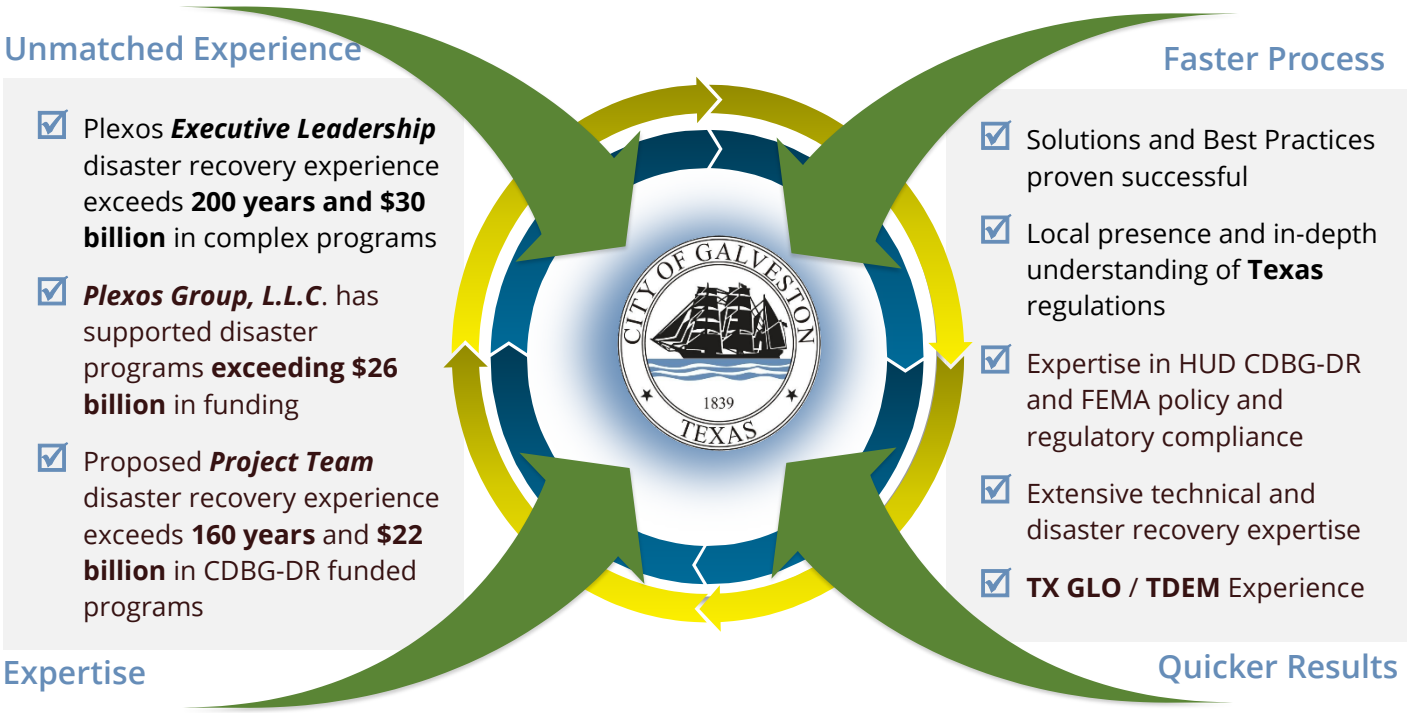
Plexos accepts the terms and conditions of the requirements of this Request for Proposal as stated in RFP 20-11. We further state that neither the proposing entity, Plexos Group, L.L.C., nor any of its key employees, has a conflict of interest with the services to be performed under the requirements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

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

Sincerely,

Plexos Group, L.L.C.

David F. Odom
President and CEO



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Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

X Appendix A (pages _9_ through _18_) must be included in the bid submittal.

X Appendix B – G (pages_19_ through _25_) all forms must be complete and included in the bid submittal.

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

- [x] Appendix B – Conflict of Interest
- [x] Appendix C – House Bill 89 Verification
- [x] Appendix D – Property Tax Statement
- [x] Appendix E – Nepotism Statement
- [x] Appendix F – Non-Collusion Statement
- [x] Appendix G – Certification Regarding Debarment

X Appendix J (pages_28_ through _56_) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.	
RFP Number:	**20-11**
Project Title:	**Community Development Block Grant CDBG-MIT Administrative Services**
Submittal Deadline:	**Wednesday, March 25, 2020 @ 10:00 a.m. CST**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Offeror Information:

Offeror's Legal Name:	Plexos Group, L.L.C.		
Address:	1800 City Farm Drive,Building Four, Suite B		
City, State & Zip	Baton Rouge, LA 70806		
Federal Employers Identification Number #	45-5040799		
Phone Number:	225-757-5344	**Fax Number:**	225-407-4742
E-Mail Address:	plexosbd@plexosgroup.com		

Offeror Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: David F. Odom, President and CEO

Signature of Authorized Representative: _____

Signed this 19th (day) of March (month), 2020 (year)

Appendix A – Proposal Document (continued)

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

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

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

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for three (3) years upon execution of the contract by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: This section left intentionally blank.

C. This section left intentionally blank.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 8 ; and the number of employees: 120 .

D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: State of Louisiana, Louisiana Watershed Initiative HUD CDBG-MIT Program	
Contact Name: Scot Edelman, PE	Contact Title: Senior Vice President, AECOM
Phone: 336-314-3435	Email: scott.edelman@aecom.com
Date and Scope of Services Provided: 2019 to Present: Supporting the State with development of statewide Watershed Plan to guide the allocation of CDBG-MIT funding and implementation strategies outlined in the state's HUD approved Action Plan and FEMA approved Hazard Mitigation Plan.	

Reference #2:

Client / Company Name: City of Columbia, South Carolina (FEMA Public Assistance and Hazard Mitigation	
Contact Name: Missy Caughman	Contact Title: Director
Phone: 803-545-3201	Email: macaughman@columbiasc.net
Date and Scope of Services Provided: 2015-Present: Providing technical assistance and oversight for FEMA Public Assistance and Hazard Mitigation projects	

Reference #3:

Client / Company Name: City of Columbia, South Carolina (HUD CDBG-DR Program)	
Contact Name: Missy Caughman	Contact Title: Director
Phone: 803-545-3201	Email: macaughman@columbiasc.net
Date and Scope of Services Provided: 2015 to Present: Developed Risk Assessment, Pre-Award Implementation Plan, CDBG-DR Action Plan and subsequent amendments, Technical Assistance	

Reference #4:

Client / Company Name: North Carolina Emergency Management (now NCORR) HUD CDBG-DR Program	
Contact Name: Lea Sabbag	Contact Title: Former Housing Director
Phone: 904-716-6542	Email: sabbag.lea@gmail.com
Date and Scope of Services Provided: 2018 to 2019: Provided CDBG-DR Subject Matter Expertise and support to NCEM for initiatives related to housing, buyout and acquisition, infrastructure, environmental review, and financial management.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) _X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: Not Applicable.

B. Prime contractor HUB / MWBE registration number: Not Applicable.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #_____-_____-_____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 079421159.

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: https://www.sam.gov/portal/SAM/##11#1.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Plexos Group, L.L.C.

Contract #: _____

Description: _____

Primary Contact (Name): David F. Odom, President and CEO

Primary Contact Phone Numbers: Home: N/A Cell: 225-747-0208

Secondary Contact (Name): Derrick Stensrud, SVP Operations

Secondary Contact Phone Numbers: Home: N/A Cell: 985-888-9208

After Hours emergency opening fee, if applicable: $ Not Applicable

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[x] Yes, Others can purchase **[ ] No, Only the City can purchase.**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL***:

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

H. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Changes to the contract may not be made by either party without the consent of both parties and following all applicable laws, including, but not limited to the City Charter of Galveston or the State of Texas Local Government Code.

2. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good

and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

i. Bid bonds are required for bids over $25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.

ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and

iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1. Name of person who has a business relationship with local governmental entity.

Not Applicable

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

Not Applicable

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Not Applicable

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

David F. Odom, President and CEO

3/19/2020
Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, David F. Odom (Person name), the undersigned representative of (Company or

Businsess Name) Plexos Group, L.L.C. (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

a. Does not boycott Israel currently; and
b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

3/19/2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF LA §
COUNTY OF East Baton Rouge Parish §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of March, 2020

[SEAL]

Jeffery P. Braud
Attorney-Notary Public
STATE OF LOUISIANA
LA Bar No. 24760

NOTARY PUBLIC in and for the State of LA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_X_ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

David F. Odom, President and CEO

Proposer's Printed or Typed Name

Proposer's Signature

3/19/2020

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: Not Applicable

Relationship: Not Applicable

If the Bidder or Proposer is **NOT** an individual:

_X_ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Plexos Group, L.L.C.

ADDRESS 1800 City Farm Drive, Building Four, Suite B, Baton Rouge, LA 70806

PHONE 225-757-5344

FAX 225-407-4742

PROPOSER (SIGNATURE)

PROPOSER (PRINTED NAME) David F. Odom

POSITION WITH COMPANY President and CEO

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL (PRINTED NAME) David F. Odom

OFFICIAL POSITION President and CEO

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

David F. Odom
(Printed or typed Name of Signatory)

(Signature)

3/19/2020
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.
Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.
This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution:	Capital One
Financial Institute Address:	301 Main St, 18th Floor, Baton Rouge, LA 70802
Routing Number:	065000090
Account Number:	2082667175
SWIFT Code: (if applicable)	

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: **Plexos Group, L.L.C.**

Authorized Signature: David Odom

Printed Name: **David F. Odom** Title: **President and CEO**

Contact Phone Number: **225-757-5344** Date: **5/14/2020**

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: RFP 20-11 Community Development Block Grant – CDBG – MIT Administrative Services.**

2. **Scope of Services Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CITY OF GALVESTON RFP # 20-11
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders
13. Compliance with Davis Bacon Act

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

David F. Odom, President and CEO — 3/19/2020

(printed name of signatory) — (signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

David F. Odom, President and CEO
(printed name of signatory)

3/19/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Plexos Group, L.L.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 19th day of March, 20 20

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

David F. Odom
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

President and CEO
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known),

or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known),

or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is

an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

David F. Odom, President and CEO

(printed name of signatory)

3/19/2020

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

4. Proposal Evaluation Factors

Emphasis	Factor
30	Experience
30	Work Performance
20	Capacity to Perform
20	Proposed Cost

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	March 4, 2020
Deadline for Submittal of Written Questions	March 17, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	March 25, 2020 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	March 2020
Anticipated Award Date	April 2020

7. Scope of Services

Request for Proposal (RFP) for Administration/Professional Services - Cover Letter

Re: Proposed Contract Funding through the General Land Office ("GLO") Community Development BLOCK GRANT – CDBG – MIT Hurricane Harvey State Mitigation Competition

Dear Administrative Service Providers:

Attached is a copy of the City of Galveston's Request for Proposals ("RFP") for *application and professional administrative services.* These services are being solicited to assist the (City of Galveston in its application and administration of a contract, if awarded, from the CDBG – MIT Hurricane Harvey State Mitigation Competition of the General Land Office (GLO). The City of Galveston is considering applying for such funding to support mitigation activities in the City of Galveston.

Firms may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the RFP. Please submit a proposal of services and statement of qualifications to:

City of Galveston Purchasing Division
823 Rosenberg St. Room 300
Galveston, Texas 77550

The deadline for submission of proposals is (*Insert the same Date & Time you included in the newspaper notice*). It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Galveston reserves the right to negotiate with any and all persons or firms submitting timely proposals.

The City of Galveston is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

RFP for Administration/Professional Services

The City of Galveston is seeking to enter into a services contract with well-qualified administration/management firm/professional service provider(s) to assist the City in preparing an application for and in the overall management of its proposed CDBG-MIT Hurricane Harvey State Mitigation project(s), if funded by the Texas General Land Office - Community Development and Revitalization ("GLO"). The following outlines the RFP:

I. Scope of Work - A sample detailed Scope of Work ("SOW") is enclosed as Exhibit A. The professional administration/management firm/consultant to be hired is to provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete disaster recovery funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the HUD CDBG-MIT program as administered by GLO.

General Administration Services – General

- Administrative Duties
- Construction Management

Grant Administration Services – Infrastructure

- Administrative Duties
- Acquisition Duties
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.*

II. Statement of Qualifications - The City of Galveston is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded local public works construction projects – Infrastructure, with an emphasis on directly-related and recent experience;

- A description of work performance and experience with CDBG-MIT including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit C: Cost of Services: Infrastructure. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided and include hourly rates for anticipated work classifications needed to complete the scope of work. The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the City of Galveston, cost and other factors considered for award.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

Criteria	Weight
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20

V. Order of Submittal – Proposals must be submitted on 8 ½" x 11" white paper and must be comb, spiral, or bound with a large binder clip. No binders or folders will be accepted by the City of Galveston. Provide a cover letter and a table of contents with section tabs labeled as indicated below:

A. Required Forms – This includes all forms requiring signatures and responses: Appendices A through G, Special Provisions Clauses 1 through 13, and any Addenda.
B. Cost Proposal
C. Statement of Qualifications – include staff and resumes
D. References – Include clients that are not prohibited from providing a reference.
E. History of the firm, capacity to perform, statement of resources, and related experience
F. Methodology – List of tasks and brief description of actual tasks to be performed. Include the information listed in Exhibit A – Scope of Services.
G. Miscellaneous – Please note any exceptions and include a brief description of additional pertinent information in this section.

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(The remainder of this page left intentionally blank.)

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the City of Galveston fulfill State and Federal Community Development Block Grant Disaster Mitigation ("CDBG-MIT") statutory responsibilities related to mitigation in connection with any federally declared disaster. Providers will assist the City in completion of CDBG-MIT qualified projects. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster mitigation funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete eligible projects approved for disaster mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation program.

Grant Administration Services – General

a) Administrative Duties:
   i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
   ii. May assist in public hearings.
   iii. Will work with GLO's system of record.
   iv. Provide monthly project status updates.
   v. Funding release will be based on deliverables identified in the contract.
   vi. Labor and procurement duties:
      a. Provide all Labor Standards Officer (LSO) Services.
      b. Ensure compliance with all relevant labor standards regulations.
      c. Ensure compliance with procurement regulations and policies.
      d. Maintain document files to support compliance.
   vii. Financial duties:
      a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
      b. Assist subrecipient with the procurement of audit services.
      c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
      d. Implementation and coordination of Affirmatively Furthering Fair Housing

("AFFH") requirements as directed by HUD and the GLO.

e. Implementation and coordination of Section 504 requirements.
f. Program compliance.
g. Ensure that fraud prevention and abuse practices are in place and being implemented.
h. Prepare and submit all closeout documents.
i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
    - Change orders.

b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-MIT requirements and all part's therein, current Federal Register, etc.
ii. Assist subrecipient in establishing and maintaining financial processes.
iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
iv. Establish and maintain record keeping systems.
v. Assist subrecipient with resolving monitoring and audit findings.
vi. Serve as monitoring liaison.
vii. Assist subrecipient with resolving third party claims.
viii. Report suspected fraud to the GLO.
ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.

xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

b) Acquisition Duties:
   i. Submit acquisition reports and related documents.
   ii. Establish acquisition files (if necessary).
   iii. Complete acquisition activities (if necessary).

c) Environmental Services
   i. Assist detailed scope of services
      a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
      b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
      c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
      d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
      e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
      f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

      g. Complete and submit the environmental review into GLO's system of record;
      h. At least one site visit to project location and completion of a field observation report
      i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
      j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
      k. Process environmental review and clearance in accordance with NEPA;
      l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
      m. Prepare and submit Monthly Status Report; and
      n. Participate in regularly scheduled progress meetings.

EXHIBIT C

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $_____

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
$1 million		
$10 million		
$50 million		
$100 million		
>$100 million		

Date: 3/18/2020

To: Prospective Proposers

Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 3/4/2020 Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Who are the incumbent CDBG grant administrators? There is not a Current CDBG Regional Mitigation grant Administrator.

Are you able to provide the previous or last year's CDBG grant budgets? There is no current CDBG Regional Mitigation budget.

Is there a page limit on the grant application? This is unknown at this time as the GLO has not distributed the final application guidance.

Can I submit as a joint venture as well as a prime? Yes

Can I submit as a subcontractor on multiple teams? Yes

Can you provide a more clear definition of "Pre-Funding Services"? The Pre-funding Services include all services required to complete the grant funding application in accordance with GLO guidelines.

What are the Engineer duties and are their services required during the pre-funding period? The Engineer will provide preliminary costs and scope for the projects being proposed.

Does the City of Galveston have an Engineer assigned to this project? Yes

Are Providers expected to have an Engineer as part of their team? No

Have the City of Galveston identified projects and scope of work for Regional Mitigation Administrative Services? The City is currently working to finalize the list of projects and the scope of work for the projects that we would like to apply for.

Page 10 – 2. Cost of Proposed Products and / or Services – Is the proposer to use this pricing form or the pricing form found in Exhibit C on page 56? Use the form on Page 56 Exhibit C

Page 11 – 3.B. Escalation Clause -- Would the City be open to including an Escalation clause for the extensions based on Consumer Price Index? No

Page 11 – Project Team – Are you looking for key personnel or all personnel to be assigned to the project? Identify Team members, Management, and staff that is expected to work on this project
Given the breadth of the scope of work, listing them all may not be feasible. Page 11 – Project-Related Experience – Are you looking for experience solely from the prime
contractor bidding the project, or can it also include experience of subcontractor firms being
proposed as part of a team? Project related experience can include both experience from the prime contractor and the subcontractor.

Page 15 – G. Liquidated Damages – Given the uncertain nature of grant program implementation, how does the City of Galveston anticipate it will implement this provision, and by what schedule will vendors be judged to determine if such liquidated damages are owed? There will likely be no liquidated damages in this contract.

Page 49 – Proposal Evaluation Factors – Can the City define the criteria for 'Work Performance'
and 'Capacity to Perform'? Work Performance" relates to the firms work performance background, references, success, and knowledge on similar type projects. Capacity to perform relates to the firms' ability to perform the tasks required to apply for and administer the grant.

Page 51 – III. Proposed Cost of Services; Exhibit C, Cost of Services: Infrastructure
a. This section suggests that preference will be provided for firm fixed pricing. If a bidder
submits such a bid, should the bidder also include a proposed schedule for payment related
to that firm fixed price, or is Galveston already have a methodology / schedule in mind for
how it will be paid? If Galveston already has a methodology in mind, can you please share that with bidders? The City anticipates the firm will submit monthly invoices for work completed and be paid based on percentage of work completed.
b. At the end of this section, the RFP includes language that seems to be contradictory. You
start by saying that the bidder must disclose costs and the percentage of profit being used.
You then say that cost plus percentage of cost types of proposals are prohibited. Isn't the
"…plus percentage of cost…" referenced as being prohibited the same as quoting a price
plus a percentage of profit? The percentage of profit is the amount included in the cost of services, not a percentage over the cost of services. Prior to award percent of profit will be negotiated with selected firm.
c. Can pricing be proposed that includes a portion of the work as a fixed price, and other
portions that are more variable in nature (due to the type of project, uncertainties about the
on-site conditions, timelines, documentation quality, and behaviors of other key players,
etc.) based on hourly rates by position? If so, will the City of Galveston accept and
provide equal weighting / preference to such proposals, or will they be evaluated
differently? Preference is given to firms that provide a fixed price. Preference is given to firms that provide a fixed price.

Page 52 – The RFP requests work performance and experience with CDBG-MIT, including three
references.
a. As this is a new program, is experience with similar programs acceptable? Yes
b. Can these references overlap with those requested on Page 12? Yes

Page 53 -- Exhibit A
a. Given that different types of projects may require substantially different amounts and
intensities of work, can the City provide the bidders information about the type(s) of
project(s) being considered by the City and the expected, approximate size of each? CDBG projects are typically bid in this manner, this is why the scale identifies different funding levels.
b. Is there a need to budget and separate-out tasks for Pre-Funding Services vs. Post—

Funding Services related to the use of grant funds? As Pre-funding services are not an eligible cost for CDBG services the cost should not be separated out.

Page 54 – Does the City intend to contract for pre-funding engineering or other technical assistance? The City has contracted an Engineer to develop the Engineering Statement of Probable Cost for the proposed projects.

Page 56 – Does the City anticipate property acquisition or other housing-related activities as part of proposed projects? No acquisition is anticipated.

RFP 20-11Page 10 – Section 2 instructs the proposer to develop unit pricing in accordance with the "itemized listing of products or contracted segments stated in the scope of services." There appear to be 3 separate "scope of services" sections in the RFP, including: Appendix J – Scope of Services (pg. 29), Section 7 (pg. 49), Section I (pg. 50), and Exhibit A (pg. 53). Please clarify which section is to be used as the basis for creating the table on page 10 – section 2. Exhibit A – Page 53 to complete the table Exhibit C on page 56.

Page 56 – Exhibit C: The table includes a column entitled "Cost of Services (maximum). What is the relationship between the values identified by the proposer in this table and the "Total all line items" for column entitled "extended price" from the page 10 – section 2 table: schedule of pricing. The Page 10 format is only for solicitations that do not have a pricing schedule in the scope of work.

Exhibit C seems designed for only b.ii above? Should this same section also include b.i and a above? Or should separate forms be used for these (creating a total of 3 forms using exhibit C in our pricing submission). Use one form – Exhibit C.

Exhibit C specifically provided instructions to indicate a "no cost proposal option" if the firm is not proposing on the services specified on the cost of services page. Does this mean that a prospective proposer may choose to only propose on some sections of the work, i.e. only prefunding services or only General administrative services – general? Yes

Exhibit C appears to request prospective proposers to identify the % of profit estimated given potential grant award amounts. Is it the intent of the city to contractually bind the proposer to this percentage? It appears this contract will be based on unit pricing and/or hourly rates in some combination, given we cannot know exactly the final quantities of units or hours, the actual profit rate will vary from any number estimated and provided during the solicitation/bid process. Yes

Exhibit C appears to request prospective proposers to identify the % of profit estimated given potential grant award amounts. Is it the intent of the city to contractually bind the proposer to this maximum amount? Yes Should it include the dollar value for profit? Yes

Does the city anticipate that the prospective contractor will segregate its billing into administrative, planning, and activity delivery costs categories? Yes

In the event, either the City or the prospective proposer believes that T&M hourly pricing is appropriate – how and where should such pricing be included. No, there are no time and materials component anticipated for this contract.

How the allocation of tasks and projects would be spread between the two contracts? The two contracts address two separate funding allocation sources.

If the City would consider awarding both contracts to the same consultant? Yes

The RFPs contain a provision for Pre-Funding Services to be provided by the consultant, including project scopes and applications. Will the consultant:

Be expected to provide suggested projects and scopes of work or does the City have projects already in the design phase or otherwise in a project pipeline phase? The City is working to identify the Project Scope of work and costs they wish to apply for.

If so, have the projects been vetted for CDBG MIT eligibility or is that the consultant's responsibility? The consultant will be responsible for ensuring the project selection meets the GLO criteria.

What are the Engineer duties and are their services required during the pre-funding period? The City has a Professional Engineer providing a statement of probable cost for proposed projects that the City anticipates requesting funding for.

Does the City of Galveston have an Engineer assigned to this project? Yes

Are Providers expected to have an Engineer as part of their team? No

Can you be more specific on which scopes can a firm focus its response. In other words, are there four scopes: Pre-Funding, Post-Funding, Grant Administration-General and Grant Administration-Infrastructure or can A firm respond to portions of the "sub-scopes" for example Sub-Scope a) Administrative within Grant Administration-General? The City's main focus for funding is for infrastructure projects.

Has the City of Galveston identified projects and scopes of work for MIT Administrative Services? The City has identified the majority of the projects it anticipates requesting.

Can there be a Pre-Proposal Meeting scheduled for RFP 20-11 to allow Primes access to potential DBEs teaming partners with experience outlined in the RFP. No

Will the City extend the deadline for questions? No

A more general question: Is there a likelihood that the submission deadline will be extended to a later date beyond March 25, 2020? If so, please advise on that date and time change. No

Is the entire City RFP document containing the Cover Page through the final RFP page Exhibit C to be returned with the proposal response??
If so, is that requirement to be provided in a separate Tab and under what Tab letter/number?
To be clear, please identify exactly which pages of the RFP beyond the RFP FORMS are to be included with our submission.
For example, Section 5 of Appendix A requires references but Appendix A is required in Tab A, are we to repeat the references in Tab D-References? Please see Appendix A for the documents required in the submittal; you may use the "Submittal Checklist". The references do not have to be duplicated; you may mark the reference pages in Section 5 of Appendix A – see references in Section D.

Please provide Exhibit B, as current RFP does not include this attachment. It is attached to this addendum.
Do previous awarded contractors have the opportunity to bid on the proposal to perform CDBG-MIT Administrative services for the City of Galveston? Yes

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	3/18/2020 **Date**
David Odom **Printed Name**	Plexos Group, LLC **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT B

REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

INSTRUCTIONS AND DIRECTIONS FOR COMPLETING RFP EVALUATION MATRIX

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.

2. Each respondent is to be scored by the following scale:

   5 = Exceptional, exceeds and fully meets all requirements
   4 = Advantageous, exceeds some requirements
   3 = Meets minimal requirements
   2 = Addresses most of minimal requirements
   1 = Addresses part of minimal requirements
   0 = Unacceptable

3. Respondent scores are to be multiplied by the weight applied to each evaluation factor. The weight of each evaluation factor is listed on the evaluation matrix and listed within the "WEIGHT" column.

4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.

5. After each evaluation factor has been scored and totaled, add the score of each evaluation factor to determine the overall "PROPOSER SCORE" for each respondent.

6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if $50,000 was the lowest for 25 points, it would look like (50,000/50,000) X 25 = 25. If 65,000 was the second lowest bid..... (50,000/65,000) x 25 = 19.23 points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____

EVALUATION SUMMARY SHEET

Proposer Name: _____

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Written Technical Approach	_____	**40**	_____
2. Past Performance	_____	**30**	_____
3. Experience of Project Manager and other Key Staff	_____	**30**	_____
4. Feedback From Customer References	_____	**20**	_____
5. Proposed Schedule	_____	**15**	_____
6. Financial Capacity	_____	**25**	_____
7. Proposed Subcontractors	_____	**15**	_____

_____

Total Score

EXHIBIT B

REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.

2. Each respondent is to be scored by the following scale:

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   3 = Meets minimal requirements
   2 = Addresses most of minimal requirements
   1 = Addresses part of minimal requirements
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4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.

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6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if $50,000 was the lowest for 25 points, it would look like (50,000/50,000) X 25 = 25. If 65,000 was the second lowest bid……. (50,000/65,000) x 25 = 19.23 points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____

SAMPLE

EVALUATION SUMMARY SHEET

Proposer Name: _____

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Written Technical Approach	_____	**40**	_____
2. Past Performance	_____	**30**	_____
3. Experience of Project Manager and other Key Staff	_____	**30**	_____
4. Feedback From Customer References	_____	**20**	_____
5. Proposed Schedule	_____	**15**	_____
6. Financial Capacity	_____	**25**	_____
7. Proposed Subcontractors	_____	**15**	_____

_____

Total Score

SAMPLE

EXHIBIT C

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $Not Applicable

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
$1 million	$82,270.00	18%
$10 million	$600,000.00	15%
$50 million	$2,520,584.00	13%
$100 million	$5,021,166.00	13%
>$100 million	$5,021,166.00	13%

C. STATEMENT OF QUALIFICATIONS

Note: This section (*C. Statement of Qualifications*) includes key staff and resumes. Required items listed in RFP pages 50-51 under *Section II. Statement of Qualifications* (brief history, related experience, work performance, capacity, and resources) are included in either *Section D. References* or *Section E. History, etc.*, as required by *Section V. Order of Submittal*.

Key Staff and Resumes

Our proposed team combines a group of highly specialized experts with more than 160 years of collective experience to assist the City of Galveston in the development of the CDBG-MIT Program Services funded through the U.S. Department of Housing and Urban Development (HUD). In addition, we are well-positioned to supplement the city's existing personnel resources to ensure effective implementation of programs and policies outlined in the approved *TX GLO CDBG-MIT Action Plan*.

Key Staff

Lara Robertson, AICP, Project Manager and SME, has more than 23 years of CDBG experience and has been responsible for the management of the largest CDBG-DR and FEMA funded housing and elevation programs. During her career, Lara has provided management and SME support for over $22 billion in CDBG-DR and FEMA funds, covering 13 disasters, for 8 grantees.

Richard Gray, Infrastructure and Compliance SME, has more than 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance for the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR infrastructure and community facility projects exceeding $15 billion in funding.

Anil Desa, PE, Project Development and Management, has more than 27 years of engineering, project development, and grant management experience successfully directing multi- disciplinary teams for FEMA, and CDBG-DR funded infrastructure projects in Louisiana, Mississippi, and South Carolina.

Tina Hauk, Environmental Services, has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58). Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana.

Kim Flowers, Grant Administration/Mitigation SME, has more than 22 years of emergency management and recovery experience. This experience includes 13 years of managing CDBG- DR and FEMA HMGP funded programs in the states of Louisiana, New York, New Jersey, Georgia, and Florida as well as the territory of Puerto Rico.

Parker Cole, Construction Manager, has more than 15 years of construction management experience with a focus on overall operations, quality control, and optimizing program processes for CDBG-DR and FEMA funded programs. He has provided his expertise to the states of Texas, Louisiana, New York, New Jersey and the territory of the U.S. Virgin Islands.

George Duffee-Braun, Finance Manager, has more than 40 years of CEO experience and 15 years of CDBG-DR financial management experience. He was personally responsible for the disbursement and reconciliation of over $9 billion in CDBG-DR funding without HUD concerns or findings during the State of Louisiana's recovery from Hurricanes Katrina and Rita.

David Welker, **Anti-Fraud, Waste, and Abuse SME** has extensive law enforcement expertise and anti-fraud experience resulting from the establishment and operation of the anti-fraud group for the $12 billion *Deepwater Horizon Economic and Property Settlement Program* and management of the fraud team for the $230 million *U.S. Virgin Islands Emergency Home Repairs STEP program.*

Jared George, Project Manager, has **24 years** of experience managing public-sector finances and overseeing accounting projects for governmental agencies and **14 years** of disaster recovery projects including CDBG-DR, FEMA PA and HMGP in the states of Alabama, Arkansas, Colorado, Florida, George, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas.

Sharon K.M. Bedasee, Project Manager, has **16 years** of hazard mitigation planning and emergency management experience. The majority of her experience is with the U.S. Department of Homeland Security — FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training state and local applicants on how to apply for HMGP using the BCS Module Template.

Kenny Frank Day, PE, has more than 45 years of public and private experience and has served as Florida Department of Transportation's (FDOT) Recovery Manager from 1995-2005. Most recently, he was a project manager for Hurricane Michael in the Florida Panhandle for FDOT.

RESUMES OF KEY STAFF FOLLOW THIS SECTION.

WHY THE PLEXOS TEAM?

- ☑ The Plexos Team has the right expertise in place to **translate the requirements of HUD Federal Register Notices** into compliant CDBG-MIT Programs and Projects.
- ☑ We have the systems and analytical tools to **accurately assess the city's mitigation needs**, **project eligibility, and fundability to inform the selection of the most critical projects** likely to receive a project award from the City of Galveston.
- ☑ We have the **grant management and monitoring expertise** to administer the city's CDBG-MIT programs from start-up to closeout in compliance with CDBG-MIT requirements.
- ☑ We **utilize "best practices" for similarly sized Disaster Recovery initiatives** to design programs that maximize and accelerate assistance to the most critical projects.
- ☑ We have the ability to **identify and leverage additional funding** for CDBG-DR and CDBG-MIT programs.
- ☑ We develop **successful compliance strategies** designed to achieve effective quality assurance/quality control processes and eliminate monitoring concerns and/or findings. Our depth of experience with program audits conducted by federal and state agencies will provide strong support during and after monitoring and audit visits.

LARA ROBERTSON, AICP

Senior Vice President of Compliance

PROFESSIONAL PROFILE

CDBG-DR Housing Expertise: Program and Grant Management, Compliance, Quality Assurance/Quality Control

Lara Robertson AICP, Senior Vice President for Plexos Group, L.L.C., has over 23 years of experience managing CDBG-DR community recovery and redevelopment initiatives from concept to completion. Lara's expertise includes planning and implementation of disaster response and recovery initiatives, and executive management of diverse, legacy-scale programs in conformance with federal, state, and local laws. As a result of Hurricanes Katrina and Rita, Lara was responsible managing Road Home Program, the largest CDBG-DR housing and elevation program in U.S. history, which assisted over 131,000 homeowners with more than $10 billion in funds and resulted in the elevation of over 11,000 homes. In addition, the Road Home Program restored over 8,500 rental units with an additional $418 million in CDBG-DR funding. In her role at the state of Louisiana, Lara was directly responsible for the management and compliance of over $11 billion in federally funded programs while working with HUD and FEMA officials to obtain the flexibility needed to effectively address recovery needs, streamline recovery processes, and achieve close out. During her career, Lara has provided management and SME support for over $22 billion in CDBG-DR and HMGP programs, covering 13 disasters, for 8 grantees.

Prior to joining Plexos, Lara was the Director for the State of Louisiana Office of Community Development Disaster Recovery Unit (OCD-DRU), the state agency responsible for the administration of $13.4 billion in CDBG funding allocated to the state for Hurricanes Katrina and Rita and $1 billion for Hurricanes Gustav and Ike. Lara also worked as a CDBG project manager for Kriss Lowry and Associates, Inc for 10 years and served as a local government advisor for the Governor's Office in the Commonwealth of Kentucky.

Disaster Recovery Experience

- SME, PRDOH, Hurricanes Irma and Maria, CDBG-DR
- SME, NCEM/NCORR Hurricane Matthew Recovery, CDBG-DR
- SME, US VIFHA, Hurricanes Irma and Maria, FEMA STEP Program
- Senior Manager, PMO, NJ RREM Housing Programs, CDBG-DR
- SME, GOSR NY Rising Housing Programs, CDBG-DR
- SME, NYC Housing Recovery Office, Build-it-Back Program, CDBG-DR
- SME, City of Columbia, SC Community Development Department, CDBG-DR
- Director, OCD-DRU, CDBG-DR and HMGP Programs, 2009-2014

Education

Master's Degree, City & Regional Planning | Clemson University, SC

Bachelor of Arts. Political Science| Clemson University, SC

Subject Matter Expertise

Executive Program Management of Large Scale, Federally-Funded Programs

Disaster Recovery and Redevelopment

Community Development Block Grant Disaster Recovery (CDBG-DR)

FEMA Hazard Mitigation Grant Programs (HMGP)

Regulatory Compliance

Quality Assurance/Quality Control

Community and Hazard Mitigation Planning

Skills/Certifications/Training

American Institute of Certified Planners (AICP, Certificate #102183) 1996

Certified Community Development Block Grant (CDBG) Administrator

REPRESENTATIVE PROJECTS

Plexos Group, L.LC. | August 2014 – Present

Senior Vice President of Compliance

NORTH CAROLINA EMERGENCY MANAGEMENT HURRICANE MATTHEW RECOVERY CDBG-DR PROGRAM | 2018 – 2019

As a SME for NCEM/NCORR, Lara was responsible for the development of Action Plan Amendments (substantial and non-substantial) and the following:

- Revision of ReBuild NC Housing Manual;
- URA and Optional Relocation Policies and Procedures;
- Buyout and Acquisition Manual;
- NCEM/NCORR Appeals/Grievance Procedures;
- Change Control Board (CCB) Process, Procedures, and Forms;
- Eligibility and Exceptions Panel Process, Procedures, and Forms; and
- HUD Waiver Request related to Section 414 requirements and extension of the reimbursement deadline.

- Provided guidance regarding two major issues: (1) Subsequent Damage Talking Points for Hurricanes Matthew and Florence and (2) 3-Year Deed Restriction / Disparate Impact Issue Resolution

- Responsible for completing the following additional tasks: WOOT Training on Housing Manual Changes, Appeals, Housing Manual Revisions reflecting Reimbursement Extension), training, and implementation, Establishment of the "Enhanced Buyout Disaster Risk Reduction Area (DRRA), Small Rental Repair Program (SRRP) Application and Manual, Multi-Family RFP Manual, Evidentiary Materials List/Sample Documents, Revision to Intake Documents, Infrastructure Manual Revisions, Recapture Policy and Procedures, Matthew/Florence subsequent damage DOB process, Revised Unmet Needs Assessment and Budget (reconsideration of program caps).

NEW JERSEY REHABILITATION, RECONSTRUCTION, ELEVATION AND MITIGATION (RREM) AND LOW TO MODERATE INCOME (LMI) REBUILDING PROGRAMS | 2017 – 2018

- Directed the Project Management Office (PMO) for the NJ RREM LMI Rebuilding CDBG-DR Programs administered by the state of New Jersey Department of Community Affairs (DCA), which included:
  - Monitoring and management of contract Deliverables/Performance Measures;
  - Compilation and update of the program Operational Plan;
  - Development and distribution of program policies, Job Aids, and training materials; and
  - Training of program staff.
- In addition, she provided day-to-day management of personnel providing construction monitoring and management services for the rebuilding of approximately 1,200 homes damaged by Superstorm Sandy.

Reference: Ted Lemcke, COO, IEM, 2801 Slater Road, Suite 1120, Morrisville, NC 27560; (919) 237-7433; ted.lemcke@iem.com

US VIRGIN ISLANDS EMERGENCY HOME REPAIRS (EHRVI) STEP PROGRAM, US VIRGIN ISLANDS HOUSING FINANCE AUTHORITY, SME FOR COMPLIANCE/POLICY AND PROCEDURES | 2018

As the SME for program start-up, Lara developed the following for the launch of program operations:

- STEP Compliance Plan;
- Tracking and monitoring system for Project Deliverables and Performance Metrics;
- FEMA compliant reporting templates;
- Case Management and Call Center Manuals to include training materials;
- Written materials/Job Aids for website, call center scripts, and applicant intake documents;
- Change Control processes related to the tracking of applicant issues and policy decisions;
- Personally Identifiable Information (PII) and Conflict of Interest Policies and Procedures; and
- Close-Out Checklist and required documentation.

CITY OF COLUMBIA COMMUNITY DEVELOPMENT DEPARTMENT, SOUTH CAROLINA, HUD-CDBG-DR ADVISOR | 2016 - Present

Lara is currently serving as a Subject Matter Expert for Columbia, SC and has assisted the city with the development and management of the city's Risk Assessment, Pre-Award Implementation Plan and CDBG-DR Action Plan (and subsequent amendments) for $26.1 million in federal funding for damages that occurred as a result of the October 2015 floods. In addition, Lara has developed and provided the following:

- Training to city departmental heads and CDBG-DR staff on program requirements, policies, and city responsibilities;
- Quality Assurance/Quality Control (QA/QC) Plan and review checklists for all CDBG-DR programs;
- Annual Section 106 Programmatic Agreement (PA) Report; and
- Update to URA Policies and Procedures.

In addition, she continues to provide on-going technical assistance and training to city CDBG-DR staff and departmental heads to ensure that program operations are fully staffed to effectively provide case management services to applicants during intake processing, construction, and close out.

Reference: Missy Caughman, Budget and Program Management Director, P.O. Box 147, Columbia, SC 29217, (803) 545 3201, macaughman@columbiasc.net

GOVERNOR'S OFFICE OF STORM RECOVERY (GOSR), NY RISING HOUSING PROGRAMS, SUPERSTORM SANDY | 2016 – 2017

- Served in the capacity of Senior Director with Plexos Group as a Program Close Out Subject Matter Expert and policy advisor to GOSR for administration of over $2 billion in Hurricane Sandy Funding.
- Conducted a comprehensive Program Assessment and Risk Analysis for all NY Rising Housing Programs to recommend changes in program operations, and policies to streamline the state's close out processes.
- Developed GOSR's URA Anti-Displacement Plan and URA Standard Operating Procedures (SOPs). As a result of revised policies and recommended changes to IntelliGrants, there were no URA findings resulting from HUD's monitoring visit conducted September 11-15, 2017.
- Evaluated GOSR's Buyout and Acquisition Programs and developed a detailed close out review checklist for dispositioned properties acquired as a result of Superstorm Sandy.
- Evaluated GOSR's Condominium/Cooperative Program in order to develop a close out strategy and checklist.
- Regularly monitored program operations and policy decisions to inform the client regarding areas of potential risk and methods to achieve compliance and close out in accordance with CDBG-DR regulations.

Reference: Thehbia Hiwot, Housing Director, Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, Thehbia.hiwot@stormrecovery.ny.gov, (212) 480-7191 (office), (347) 410-4959 (cell)

NEW YORK CITY HOUSING RECOVERY OFFICE (HRO), BUILD-IT-BACK PROGRAM, SUPERSTORM SANDY | 2014 - 2016

- Served HRO in the capacity of Senior Director with Plexos Group as the policy lead with the City of New York for administration of $1.4 billion in Hurricane Sandy Funding.
- Developed and implemented QA/QC Plan, review checklists, and reporting for HUD compliance for the single-family housing program. Results were reported to the city on a bi-weekly basis in order to minimize HUD monitoring findings. In addition, assisted with the development of issue tracking software and reporting.
- Regularly monitored program operations and policy decisions in order to inform the client regarding areas of potential risk and methods to achieve compliance with CDBG-DR regulations.
- Responsible for ensuring contract compliance with federal regulations for the Build-It-Back Program.

Reference: Tony Vesay, Vice President, Hill International, Inc., One Penn Plaza, Ste 3415, New York, NY 10119, (267) 885 5861, tonyvesay@hillintl.com

State of Louisiana, Office of Community Development, Disaster Recovery Unit (OCD-DRU) | April 2007 – August 2014

Director, Office of Community Development, Disaster Recovery Unit

Served in the capacity of Director for OCD-DRU, which is the state agency responsible for the administration of $13.4B in Community Development Block Grant (CDBG) funding allocated to the state for Hurricanes Katrina and Rita and $1B for Hurricanes Gustav and Ike. Prior to becoming Director, also served as the Deputy Director Accomplishments as Deputy Director included the following:

- Direct Supervision of managers responsible for the oversight of state's Housing Assistance Program, Small Rental Property Program, Hazard Mitigation Grant Program (HMGP), Social Services, Information Technology, and Facility Management. Until transition to the Louisiana Housing Corporation (LHC), the department was also responsible for the administration of housing programs related to Hurricanes Gustav and Ike. Responsible for management of approximately 100 state staff members assigned to these programs and 700 contractors.
- Oversight and management of a $912 million contract for administration of the state's Road Home Program. In addition, responsible for oversight and transition of this contract into four separate contracts totaling over $130 million with no interruption in service.
- Management of the state's Road Home Program, the largest CDBG housing program in the history of the United States. To date, this program has provided assistance to over 131,000 homeowners with more than $10 billion in funds disbursed to victims of Hurricanes Katrina and Rita. In addition, a total of $417.8 million was been disbursed to restore more than 8,500 rental units lost as a result of these disasters.
- Until transition, development and oversight of the OCD DRU Hazard Mitigation Grant Program (HMGP). This program, which received $750 million in federal aid, is the largest FEMA-funded hazard mitigation program in the United States. Upon completion, it is estimated that this program will have provided assistance to approximately 11,000 homeowners for elevation, reconstruction, and Individual Mitigation Measures (IMMs).
- Response to national and local media requests in coordination with OCD DRU and Louisiana Recovery Authority (LRA) communications staff.
- Testimony before members of Louisiana's Congressional Delegation and State Legislative Committees regarding the state's recovery programs.

Reference: Richard Gray, Former Director, LA Office of Community Development -Disaster Recovery Unit, 1201 N. Third Street, Baton Rouge, LA 70802, (701) 426-0119,

Commonwealth of Kentucky, Governor's Office for Local Development (GOLD) | January 2006 – April 2007

Local Government Advisor

As a Local Government Advisor in the Office of Federal Grants, Ms. Robertson worked with the Kentucky Small Cities Community Development Block Grant (CDBG) Program, Recovery Kentucky initiative, Appalachian Regional Commission (ARC), and Delta Regional Authority (DRA). Primary responsibilities included the following:

- Oversight of Appalachian Regional Commission (ARC) and Delta Regional Authority (DRA) Programs which included a review of applications for funding, technical assistance to applicants, and making funding recommendations to the Governor and the Governor's designated alternate.
- Design and receipt of funding for the state's Adventure Tourism Program, which included the development of a Comprehensive Adventure Tourism Plan for Eastern Kentucky and a supplemental Flex-E grant program for the implementation of the plan by economically distressed ARC counties. In addition, Lara assisted in the planning and organization of the 2006 ARC Regional Conference involving 13 states and facilitated other activities related to the Governor's position as the ARC State's Co-Chair.
- Administration of the Recovery Kentucky Program, which was designed to build 10 housing recovery centers across the state. Responsibilities included the review of applications, technical assistance to applicants, and development of grant-management guidelines.
- CDBG administrative activities included annual revision of CDBG application forms and guidelines, research and development of program performance measures, and coordination of CDBG training activities for program administrators and grantees.
- Developed and provided training at the Governor's Local Issues Conference. Sessions included Grant Writing and Administration and Planning and Zoning 101.

Kriss Lowry and Associates, Inc. (KL&A) | January 1996 – January 2006

Project Manager, Community Development

Co-managed 18 community redevelopment projects across the Commonwealth of Kentucky with total project budgets ranging from $300,000 to $1.5 million. General responsibilities for these projects were as follows:

- Overall project management from grant application to closeout.
- Working with local governments to identify potential projects and/or redevelopment areas, budgeting and obtaining financing for these projects while ensuring that all federal, historic, and universal design requirements were met.
- Conducting Environmental Assessments and developing Urban Renewal Plans.
- Construction-management activities, including coordination with local staff and utility providers, compilation of bid documents and plans, establishment of a bidder's list, permitting, conducting and coordinating inspections of work, and processing pay requests.
- Coordinating property surveys, legal and appraisal work, negotiating the purchase of property and attending property closings to ensure all procedures were conducted in accordance with the Uniform Act (URA).
- Working extensively with families being relocated to assess relocation needs, identify relocation resources, and determine benefits.
- Assisted in the development of housing-rehabilitation guidelines, processing applications for assistance, and verifying income to determine eligibility.

PLEXOS GROUP

Richard W. Gray

Subject Matter Expert/Policy, Training, Recapture

Qualifications Summary

Richard Gray has more than 38 years of experience managing Community Development Block Grant (CDBG) recovery and redevelopment initiatives from initiation to close out. He is well-known for his contributions to the State of Louisiana's Office of Community Development Disaster Recovery Unit as Director of Compliance and Monitoring where he was directly responsible for oversight of 1,400 CDBG disaster-recovery-funded projects ensuring compliance with all applicable rules and regulations by program staff, grantees, consultants, and subrecipients. He was directly responsible for the development of the Louisiana Disaster CDBG Grantee Administrative Manual. Richard is a subject matter expert on CDBG and FEMA Public Assistance grant policies and regulations to include program compliance and monitoring in conformance with federal, state, and local laws and can set up grant administrative policies and procedures for the full spectrum of CDBG-DR programs.

Projects with Similar Experience

- Director, LA Office of Community Development Disaster Recovery Unit, CDBG-DR
- Program Manager, ND Office of Intergovernmental Assistance, CDBG-DR
- Program Manager, ND Emergency Shelter Grants Program
- Program Manager, U.S. Department of Energy, Conservation Grants

Relevant Experience

Louisiana Office of Community Development, Disaster Recovery Unit | 2006-2017
Director, Compliance, Monitoring and Audit

Responsible for the work of sixteen (16) Compliance, Monitoring, and Audit staff as it pertained to the implementation of approximately 1,400 Community Development Disaster funded projects.

- Conducted on-site project monitoring and reviewing hundreds of Single Audits to determine compliance with all applicable Disaster Community Development Block Grant (CDBG) program rules and regulations, by program staff, grantees, consultants and subrecipients.
- Provided technical assistance to program staff, grantees, consultants, and subrecipients regarding the applicable CDBG regulations that were followed and how to comply with those regulations.
- Regulations included Civil Rights (Section 504 and Section 3 in particular), 2 CFR Part 200 (specifically procurement), Labor, Environmental Records Management, Acquisition and Relocation Lead-Based Paint, and Disaster CDBG approved waivers.
- Developed and maintained the Agency's Disaster CDBG Grantee Administrative Manual.

Education

M.A. Political Science (Planning & Management minors) | University of North Dakota

B.A. Political Science | Providence College, RI

Subject Matter Expertise

Grant Management of Large-Scale, Federally Funded Programs

Disaster Recovery & Emergency Management

HUD Community Block Grant Policies and Requirements

Community Development Block Grant Disaster Recover (CDBG-DR)

Regulatory Audit & Compliance

Document Management

Community and Hazard Mitigation Planning

Skills/Certifications

Grant Administration

Grant Closeout

Program Development

Affiliations

International Code Council, Class A Member

National Conference of States on Building Codes and Standards, Board Member, Current; President, 1996-1998

Institute for Building Technology and Safety, Board Member

- Developed grant closeout procedures.
- Provided assistance on the design of agency-approved programs, projects and Action Plans to ensure compliance as well as offered guidance on all CDBG rules and regulations that were implemented.

North Dakota Division of Community Services | 1991 – 2006

ADA/Building Code Manager

- Responsible for providing technical assistance and training on the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Fair Housing Design Guidelines.
- Responsible for maintaining and updating, with cities and counties, the North Dakota State Building Code and working with the North Dakota Building Officials Association to provide training to building code officials and other interested parties.
- Served as the state's Class A member to the International Code Council and the state's representative to the National Conference of States on Building Codes and Standards, currently as a member of the Board of Directors.
- Served as President of the National Conference of States on Building Codes and Standards from 1996-1998.

Consolidated Plan Manager

- Responsible for developing, monitoring, reporting on, and updating yearly, the state's Consolidated Plan. This is a plan mandated by the Department of Housing and Urban Development (HUD), that identifies the housing, public facilities, and economic development needs of the state; activities the state will pursue to address those needs; and the federal and state funds the state will use to accomplish its activities.
- Responsible for providing advice and guidance to the staffs of the HOME, Community Development Block Grant and Emergency Shelter Grants Programs on program requirements and federal grant administration rules and regulations. This includes helping to develop grant monitoring procedures; finding solutions to grant administration and application problems; reviewing requests to extend, defer or write-off economic development loans; and reviewing economic development loan applications.

Renaissance Zone Manager

- Responsible for development and implementation of the Renaissance Zone program.
- This included working with cities to write a Development Plan to designate a Renaissance Zone; giving initial and final approval to each zone project so that the taxpayer can claim the approved state tax exemptions and credits; promoting the program; monitoring the five-year tax exemption period for each project; approving the transfer of blocks within each zone; approving the transfer of state and local tax exemptions and credits between taxpayers; working with each city with a zone to develop policies for handling projects; providing technical assistance to taxpayers interested in the program; providing technical assistance to each zone administrator; and providing yearly reports to the Legislature and Legislative Council.

State Administrative Agency Manager

- Responsible, through a contract with the federal Department of Housing and Urban Development, for receiving and processing complaints from owners of manufactured homes concerning construction related complaints, in order to assist the owners in getting the manufacturer to correct problems with construction of the manufactured home.
- Served as a member of the Board of Directors of the Institute for Building Technology and Safety, which is the contractor for the federal Department of Housing and Urban Development to manage the third-party evaluation and inspection program for the construction of manufactured homes throughout the country.

Third-Party Inspections Manager

- Responsible for developing and implementing a program to regulate the construction of modular residential and commercial buildings installed in the State of North Dakota, to assure that all such buildings were built to the State Building Code, State Plumbing Code, a State Electrical Code.

- Since no staff or funds were authorized by the Legislature, this meant finding the means to implement the program. The state is now a participating jurisdiction with the Industrialized Buildings Commission, an interstate compact that certified third-party inspection agencies and conducted on-site monitoring of each manufacturer to assure that the certified agencies were in compliance with their certification.
- As program manager, represented the state of the Commission's Rules Development Committee and handled daily complaints to ensure that manufacturers corrected all code violations.

Manufactured Home Installation Manager

- Managed a new program authorized by the Legislature in 2003 and 2005, that began on August 1, 2006, and was not authorized any staff or funding, except the ability to collect fees. The program was authorized in order to provide for a state-administered program instead of a federal imposed program.
- Responsible for working with the North Dakota Manufactured Home Association, the North Dakota League of Cities, and the North Dakota Building Officials Association to design the program.
- Successfully designed and implemented this program and carried out all assigned responsibilities without additional staff, and in three cases, without any authorized funds.
    - Under this program, each installer of manufactured homes was trained and registered, and each new home installed after August 1, 2006 was required to be inspected for proper installation.
    - Inspections were conducted by certified city and non-city inspectors who, once an installation was accepted, affixed a state insignia showing compliance with the program. The program was designed to provide protection to each owner of a new manufactured home by assuring proper installation or making sure that installers made necessary corrections.
- Called upon on a regular basis by the Director of the Division of Community Services to provide assistance on other internal and external projects and activities. These activities usually involved writing correspondence, developing and evaluating requests for proposals, serving on committees, leading teams for special projects, public speaking engagements, and assisting in orienting new local economic developers.

North Dakota Office of Intergovernmental Assistance | 1983-1991

COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SHELTER GRANTS PROGRAM, ND

Program Manager

- Responsible for supervising the work of three staff personnel; for developing a yearly program distribution statement that described how program funds could be used for housing, public facilities and economic development activities; for making staff assignments and conducting staff evaluations; for developing grant administrative procedures in the areas of environmental, procurement, civil rights, labor, acquisition and relocation, and grant reporting and closeout; for determining actions to be taken to resolve administrative noncompliance findings and problems with economic development loans; for identifying management information system and data needs; for staff grant monitoring procedures and technical assistance activities; for overseeing staff reviews on all grant applications; for coordinating and organizing the activities of an advisory board in developing funding recommendations; and for developing the yearly program performance report for submission to the Department of HUD.
- As Program Manager for the Emergency Shelter Grants Program, responsible for developing and implementing this program each year; for selecting grant recipients; and for monitoring project implementation and grant administration.
- Responsible for the development each year of the state's mandated Comprehensive Homeless Assistance Plan.

North Dakota Office of Intergovernmental Assistance | 1979 – 1983

Program Manager, Institutional Conservation Program

- Responsible for working with the U.S. Department of Energy in developing a State Plan describing how projects would be selected for funding; for encouraging schools, hospitals, units of local government and public care institutions to conduct energy audits; for soliciting institutions to apply for Technical Assistance and Energy Conservation Measures grants; for conducting grant application programmatic and engineering reviews; for recommending to the Department of Energy which grant applications to fund; and for conducting on-site grant compliance reviews.

Western North Dakota Health Systems Agency | 1977 –1979

Director, Project Review and Health Services Research Specialist

- Performed Certificate of Need reviews on proposed health care services and equipment for consideration by the Board of Directors of the Western North Dakota Health Systems Agency.
- Collected, analyzed, and published health care statistics for the twenty-eight counties of Western North Dakota.
- Assisted in developing an area-wide health care plan delineating the types of health care services available, current strengths and weakness of the services, and future needs.

ANIL DESA, PE

Engineering Services

Qualifications Summary

Anil Desa, PE has more than 27 years of experience in various facets of structural engineering including bridge and building design; highway design, hydraulics and geotechnical engineering. He has managed productive collaborations with multi-disciplinary teams, including FEMA and CDBG-DR funded projects in Louisiana, Mississippi, and South Carolina. His experience with FEMA policies and procedures and CDBG grant management programs provided technical assistance to the State of Louisiana during Hurricanes Gustav and Ike recovery initiatives.

Anil is currently working on the City of Columbia's Hazard Mitigation projects and Cost Reasonable Analysis for the emergency services.

Programs with similar experience:

- Deputy Program Manager, Columbia, SC FEMA PA & HMGP
- Project Manager, Williamsburg County, SC | FEMA PA
- Project Manager, Sumter City, SC | FEMA PA
- Project Manager, Columbia SC | FEMA PA
- Program Manager, State of LA | Gustav/Ike Recovery, CDBG-DR

Relevant Experience

Plexos Group, L.L.C. | 2015 – Present

CITY OF COLUMBIA, SOUTH CAROLINA -- SEVERE FLOODING

Deputy Program Manager

Provides technical assistance with Program Management, FEMA PA, FEMA HMGP, and coordination with CDBG.

FEMA PA responsibilities include:

- Performing damage assessments for water and wastewater sites
- Writing scopes of work for PWs
- Preparing cost estimates
- Assisting in response to FEMA's comments for the Canal and infrastructure PWs
- Preparing Cost Reasonable Analysis
- Preparing extension requests

Project Management responsibilities include:

- Preparing Request for Qualifications (RFQs) for selection of Engineers
- Preparing schedules and cost estimates for Engineering fees
- Writing scopes of work for engineering contracts
- Reviewing engineering designs
- Reviewing bid documents
- Performing Cost Analysis for Change Orders

FEMA HMGP responsibilities include:

- Preparing scope, history of hazards, cost estimates and EHP
- Developing Benefit Cost Analysis
- Using FEMAs BCA software
- Writing Grant Applications for housing and infrastructure

Education

M.B.A. | Tulane University

M.S. Civil Engineering | Louisiana State University

B.S. Civil Engineering | University of Bombay

Areas of Expertise

Community Development Block Grant (CDBG) Management and Monitoring

FEMA Public Assistance

Civil, Structural, Electrical, Mechanical, Engineering

Civil Engineering

Engineering Design

Hydraulics

Geotechnical

Policy and Procedures

Public Infrastructure

Regulatory Compliance

Economic Development

Skills/Certifications

Professional Engineer, Licensed in Louisiana, Mississippi, and South Carolina

- Responding to FEMAs comments
- Preparing schedules, flowcharts and tasks needed to execute grants

SOUTH CAROLINA SEVERE FLOODING

Engineering Director

- Providing technical assistance and damage assessment for public infrastructure projects in Williamsburg County, City of Sumter, and City of Columbia, SC.

CDM Smith | 2008-2015

PLAQUEMINES PARISH HURRICANE RECOVERY

Program Manager

- Led the Hurricane Recovery Project for Plaquemines Parish Sheriff's Office since 2008. Projects included the $110 million Plaquemines Parish Detention Center, Firing Range Berms and Buildings. Responsibilities included the formulation of the Project, cost reasonableness and eligibility analysis, Project Worksheets, design reviews and construction management.

GUSTAV/IKE DISASTER RECOVERY CDGB

Program Manager

- Managed and provided reviews of construction plans, Addenda, change orders and CDBG compliance for over 400 Gustav/Ike projects totaling over $400 million. Some projects involved multiple sources of funding. Also responsible for providing Davis Bacon Compliance reviews for Economic Development Projects.

HANCOCK COUNTY JAIL

Project Manager

- Managed the design team responsible for civil, structural, electrical and mechanical engineering for the $35MHancock County Jail and courthouse. Project was funded by a Community Development Block Grant.

GRETNA POLICE STATION

Project Manager

- Project involved the elevation and renovation of the Gretna Police Station and was funded by a FEMA Hazard Mitigation Grant (Section 404) and CDBG. Responsible for ensuring compliance with grant, design reviews, labor compliance.

LOUISIANA LAND TRUST (LLT) DEMOLITION PROGRAM

Project Manager

- Assisted with environmental reviews and the development construction documents for the demolition of the Hendee St. Incinerator funded by CDBG and the City of New Orleans.

ABMB Engineers | 1992-2008

MULTIPLE ENGAGEMENTS

Structural Engineering Division Head

- Managed the analysis, design and construction support for over 25 bridges in Louisiana, Mississippi, and Arkansas.
- Managed the inspection and the load rating of several steel, concrete and timber bridges.
- Supervised the design and construction support for several commercial buildings, school buildings, office buildings.
- Performed the inspection and rehabilitation of several commercial structures.
- Prepared inspection and feasibility study reports.
- Involved in all facets of transportation projects from planning and environmental reports to surveying, geometrics, hydraulics, geotechnical structural and construction engineering.
- Assisted the LDOTD and the Mississippi Department of Transportation in evaluating change orders, reviewing construction revisions and performing field inspections.
- Managed the design of several hydraulic structures for the Corps of Engineers.
- Knowledge of AASHTO Bridge and Roadway Codes, Standard Building Code, Uniform Building Code, Steel and Concrete Codes.
- Prepared proposals, budgets, and cost estimates, and mentored junior engineers.
- Performed projects for LDOTD, LTM, DPW of Baton Rouge, Mississippi Department of Transportation, Arkansas Department of Transportation and Alabama Department of Transportation, Corps of Engineers.

PLEXOS GROUP

TINA L. (POWELL) HAUK

Environmental Subject Matter Expert

Qualifications Summary

Tina Hauk has 30 years of environmental review experience, along with 16 years in Community Development Block Grant Disaster Recovery as well as Housing and Urban Development programs. Her experience includes 19 technical publications as an author, co-author or contributor and 6 publications as the production editor. Tina is also experienced in historical preservation.

Relevant Experience

Powell Consulting | December 2017- present

Environmental Review Subject Matter Expert (through Hagerty Consulting)

- Consulted with Hagerty upper management and Santa Rosa County officials on HUD Part 58 Environmental Review process.
- Compared California Environmental Review process with HUD Part 58 for similarities and differences, made recommendations on how and where to save time on process.
- Drafted memo for Hagerty upper management on recommendations.

FEMA Public Assistance (PA) Technical Writer (through Hagerty Consulting)

- Public Assistance Correspondence writer for FEMA Hurricanes Irma and Maria in the U.S. Virgin Islands.
- Developed and created technical documents (i.e. process, procedure, memos, talking points, letters) for Field Command Officer to use for legislative inquiries, stakeholder audiences, and internal management and staff.
- Provided technical assistance for PA Admin staff as needed.

FEMA Subject Matter Expert (through Hagerty Consulting)

- Environmental Specialist and Historic Preservation Specialist. Used specialized knowledge used to create documents for FEMA.

Environmental Review Expert for City of Longmont, Colorado (through Hagerty Consulting)

- Reviewed all environmental review special studies documents for submission to state of Colorado for clearance and release of funds.
- Analyzed data in special studies (biology, floodplain, waterway, infrastructure engineering, archaeological etc.) as they relate to CDBG-DR projects.
- Conducted site visits to affected areas as needed to gather information and complete reviews.
- Provided support for City of Longmont staff during environmental review process to obtain release of funds from the state of Colorado.
- Reviewed documents to ensure compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Costal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.

Education

B.A. | New Mexico State University

B.S. | New Mexico State University

Master of Psychology | University of the Rockies, Colorado

Areas of Expertise

Environmental Review

Compliance with NEPA and Section 106 of NHPA

HUD programs: HOME, CDBG and CDBG-DR

Davis-Bacon and related acts

Contract Management

CDBG Disaster Recovery

Confliction Resolution and Mediation

Skills/Certifications

FEMA Badged

Certified HOME specialist

FEMA PA 101 Training 2019

CDBG Training 2005 and 2006

Introduction to Claims

Office of Community Development, Disaster Recovery Unit | February 2011 to December 2017

CDBG Compliance Specialist

- Lead Compliance Specialist for CDBG Programs for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the Great Flood of 2016 (Baton Rouge).
- Coordinated review teams for monitoring visits.
- Wrote monitoring letters and non-compliance letters.
- Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- Approved and reviewed invoices for programs listed above.
- Reviewed contracts and Cooperative Endeavor Agreements for compliance with state, federal and program rules and regulations, specifically disaster related regulations.
- Provided input on compliance policy as needed by Director of Compliance, Monitoring and Audit.
- Project Manager for three HUD CDBG-DR programs: Department of Agriculture, Tourism, and Board of Regents.
- Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- Closed out of three programs: Department of Agriculture, Tourism and Board of Regents.

Louisiana Housing Finance Agency | April 2007- February 2011

Director of Programs

- Oversight of 3 departments: HOME, Compliance and Energy Assistance.
- Developed, maintained and grew relationships with federal and state funders: HUD, DOE, DHHS, etc.
- Developed and oversaw annual budget in excess of $2,000,000.
- Generated $38,000,000 in program funds.
- Advised organizational President on improvements to National Housing Policy, specifically in disaster areas specifically related to short- and long-term housing solutions and funding.
- Supervised staff of 30, including 3 managers and 2 supervisors.
- Eliminated staff turn-over by 90%.
- Oversaw the training and development of nationally certified experts in housing.
- Reduced backlog of projects by 33%.
- Reduced processing time for environmental reviews from 2.5 years to 6 weeks.
- Implemented and conducted quarterly focus group meetings with constituents.
- Developed and implemented organization wide documentation of processes and procedures.
- Improved overall organizational efficiency by 33%.
- Conducted training as needed.

U.S. Department of Housing and Urban Development, Fort Worth Regional Office | October 2006- April 2007

Field Environmental Review Officer (New Mexico and Louisiana)

- Re-established Environmental Review Office in New Orleans Post-Katrina.
- Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Costal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- Liaison between state and local housing officials and national housing officials.
- Represented Agency in environmental issues related to both New Mexico and Louisiana.
- Coordinated Agency Katrina rebuilding efforts between national disaster recovery and environmental housing issues, including all stakeholders (federal, including tribal, state and local officials).
- Interfaced with federal, state and local leaders on housing issues (EPA, DOE, COE, FEMA, ACHP, etc.).
- Implemented national environmental housing policy.
- Provided training and technical assistance to federal, state and local housing providers on environmental law and policy, including HUD staff.
- Provided expert feedback on compliance of state environmental housing policy with federal environmental policy.
- Provided expert comments on Environmental Impact Statements for agency.

- Conducted and preformed environmental reviews.
- Monitored HUD funded agencies for compliance with environmental law and HUD policy.
- Conducted site visits to affected areas as needed to gather information and complete reviews.
- Conducted environmental/historical planning to identify opportunities and methods to reduce environmental impacts in accordance with state/federal law.

New Mexico Mortgage Finance Authority | April 2002- October 2006

State Environmental Review Officer/ Program Specialist

- Represent the state housing finance agency in all matters (including federal court) regarding environmental review requirements under 24 CFR Part 58.
- Redesigned and implemented environmental review procedures and policies for state of New Mexico housing programs, including HOME, CDBG, Risk Share, etc.
- Served on implementation committee for State CDBG (administered by Department of Finance and Administration) Environmental Review Procedures.
- Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Costal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- Routinely reviewed Phase 1 and Phase II site assessments for compliance with federal and state requirements.
- Routinely reviewed noise assessments for federal and state compliance.
- Developed and designed Environmental Review web page for organization.
- Trained sub-grantee and MFA support staff in environmental procedures, laws and requirements.
- Trained compliance staff in monitoring requirements for environmental review standards on HOME, CDBG, and Risk Share.
- Conducted more than 100 trainings, public hearings, and presentations to a variety of audiences from legislators, executive directors, support staff and general public on environmental Review, public policy and related housing issues.
- Oversaw and administered housing programs for HUD, USDA, and DOE.
- Developed and implemented policies concerning procurement for services via request for proposals and request for qualifications.
- Managed Department of Energy Weatherization Assistance Program.
- Grew State Weatherization Assistance Program from $1.7 million to $4.2 million in two years.
- Monitored HUD housing programs for compliance with federal, state, and programmatic rules.
- Applied for and was awarded 90% of grant applications, grossing upwards of an additional $10,000,000 in additional housing dollars for the State of New Mexico.
- Developed and grew relationships with various stakeholders including federal and state regulators, non-profit organizations, and general public.
- Developed and implemented policies and procedures for contract administration, training and technical assistance, and programmatic evaluations.
- Project manager for the development of the State of New Mexico 2006-2010 HUD Consolidated Plan.
- Wrote State of New Mexico HUD Action Plans and CAPERS, 2004, 2005, 2006, 2007 and 2008.
- Advised MFA and state officials on federal and state requirements related to programmatic implications for implementation.

PLEXOS GROUP

KIMBERLY D. FLOWERS

Mitigation Specialist

Qualifications Summary

Kimberly Flowers has more than 22 years of experience in emergency management with 13 years in HUD CDBG-DR and FEMA HMGP funded programs, serving the states of Louisiana, New York, New Jersey, Georgia, and Florida, and the territory of Puerto Rico. Her experience includes mitigation planning, grants management, policy and procedures, benefit cost analysis, and close out. Kimberly served on large-scale programs including the Louisiana Road Home Program, the Louisiana Small Rental Property Program, ReNewJerseyStronger, and recovery programs for Hurricanes Michael, Irma and Maria. Additionally, Kimberly has served more than 20 years in the Louisiana Army National Guard.

Projects with Similar Experience

- Mitigation Specialist, NYS Dept. of Homeland Security Emergency Services, FEMA
- Program Manager, ReNewJerseyStronger, FEMA HMGP
- HMGP Manager, Louisiana Road Home Program, FEMA HMGP
- URA Manager, Louisiana Small Rental Property Program, CDBG-DR

Relevant Experience

CDR Maguire | Aug 2019 – Present

HURRICANE MICHAEL RECOVERY, BAY COUNTY, FLORIDA

Hazard Mitigation Specialist

- Develop Maintain, and Track all Bay County Public Agency HMGP applications for Hurricane Michael
- Assist and advise applicants in the development of viable and approvable HMGP projects in accordance with Federal Regulations
- Collaborate with Team Members and Bay County Staff to access appropriate and alternative grant funding opportunities

IEM – Georgia Emergency Management Agency | Nov 2018 (Short-Term Deployment)

GEORGIA RECOVERY

Public Assistance Closeout Specialist

- Provide guidance to State staff and Team members in reconciling PA grants scope of work, actual project cost, and approved project change orders
- Research and procure contracts, invoices, timesheets, and any additional documentation required for FEMA closeout submission
- Reviewed completed projects in their entirety for compliance with the Stafford Act, Code of Federal Regulations, and all other Federal and State regulations

Education

General Studies | Southern University

Areas of Expertise

Community Development Block Grant Disaster Recovery (CDBG-DR) Programs

FEMA Hazard Mitigation Grant Programs (HMGP)

FEMA Public Assistance (PA)

Emergency Management

Elevation

Uniform Relocation Act (URA)

Regulatory Compliance

Quality Assurance & Controls

Skills/Certifications

IS-00100 Intro to Incident Command System

IS-00393 Intro to Hazard Mitigation Grant Program

IS-00700 Intro to National Incident Management System

Managing Floodplain Development through the NFIP

FEMA / EMI Independent Study Professional Development Series

Microsoft Office

Associates in Emergency Response | Feb 2018 – Jun 2018

PUERTO RICO RECOVERY OF HURRICANES IRMA AND MARIA

Senior Mitigation and Public Assistance Manager

- Tasked to provide subject matter expertise for Public Assistance Alternative Projects – 428 projects, due to hurricanes Maria and Irma, through coordination with various Puerto Rican municipalities (Arecibo, Toa Baja, Canovanas, Aguas Buenas, Las Piedras, Las Piedras, Yabucoa) and PNP Organizations (houses of worship). This work included:
    - Representing sub grantees in meetings with the State, FEMA and local officials
    - Delivery of PAAP – Section 428 Guide for permanent work
    - Developing and reviewing project worksheets (PW), scope of work, description of damages and dimensions, and cost estimates for Categories A, B, C, E and G
    - Facilitating applications for public assistance funds
    - Establishing and conducting site visits to inspect sites damage

New York State Department of Homeland Security Emergency Services (DHSES) | Sept 2015 – Oct 2015

Mitigation Specialist

- QC and compliance review of sub-applications for CDBG-DR and 404 HMGP
    - Property Acquisition/Demolition, Relocation
- Development and Review Critical Infrastructure
    - (CI) Projects, CI Retrofit, Flood Mitigation, Power Generation, Hurricane/Wind,
- Compliance Assessment
    - Hazard Mitigation Grant Program (HMGP), Community Development Block Grant Disaster Relief (CDBG-DR), URA requirements, Duplication of Benefits and Duplication of Program reviews, Cost effectiveness, Validity and eligibility and more funding for New York State Hazard Mitigation Program, Ensure the proposed projects meet the requirements of multiple programs, Generation of Requests for Information (RFI) for outreach with sub-applicants
- Packaged and submitted to FEMA 95 sub-applications over $2 billion
    - Acquisition, Infrastructure, Power Generation, Flood reduction, Utility – Nitrogen mitigation, Global Match projects to meet multiple funding source requirements

Hammerman and Gainer | 2013

RENEWJERSEY STRONGER

HMGP Program Manager

- Hired, trained and managed a 25-member staff for the HMGP department
- Developed all procedures relating to the collection and processing of residential application intake, appeals, and internal/external communication methods
- Developed all HMGP training materials for headquarter, call center and satellite recovery office staff
- Produced aids to assist homeowners and HMGP staff in a better understanding of the Renewjersey Stronger HMGP process
- Assisted the New Jersey Office of Community Affairs with the development of their HMGP policy

The Shaw Group, Baton Rouge, LA | 2013

LA OFFICE OF COMMUNITY DEVELOPMENT

HMGP Subject Matter Expert

- Developed employee and homeowner Policy/Procedure for the implementation of the OCD residential elevation and reconstruction project
- Assisted in the development of best financial tracking practices for funds being acquired from GOHSEP and funds reimbursed to homeowners
- Responsible for all high-level homeowner appeals related to program eligibility and grant awards

- Managed the New Orleans Area Office which was responsible for approximately 60% of all program participants
- Instituted methods program wide to increase employee productivity and issuance of homeowner reimbursements
- Developed and conducted training for new employees and program policy/procedure updates
- Conducted homeowner community outreach meetings

VARIOUS LOUISIANA PARISHES

HMGP Project Manager

- Project Manager for nine Louisiana Parishes HMGPs residential and commercial projects
- Developed applications to secure funding which included conducting Benefit Cost Analysis, Flood Plain requirement determinations, data collection, and budget developments
- Prepared funding advance and reimbursement request for submission to GOHSEP
- Reviewed engineer studies and cost estimates for compliance and submission on HMGP Phased drainage and wind retrofit Projects
- Complete oversight on all residential projects to include elevations, acquisitions, and reconstructions
- Responsible for all reporting on behalf of the Parishes to include FEMA required Quarterly Reports

Proposal Writer

- Subject Matter expert for the development of all HMGP proposals
- Assisted with the production on Emergency Management and CDBG proposal

Innovative Emergency Management Agency, Baton Rouge, LA | 2007 - 2010

LOUISIANA ROAD HOME PROGRAM

HMGP Grants Manager

- Subject Matter expert during the development and data collection efforts for the production of the Office of Community Developments HMGP residential elevation and reconstruction application
- Assistant Supervisor responsible for tracking employee attendance and timekeeping
- Conducted applicant interviews to complete eligibility assessments for inclusion into the OCD HMGP application
- Assisted the HMGP application development team in the completion of Benefit Cost Analysis

LOUISIANA SMALL RENTAL PROPERTY PROGRAM

Uniform Relocation Act (URA) Manager

- Managed a team responsible for ensuring compliance with 49 CFR (URA) as it relates to Community Development Block Grants and land lord/tenant legal relocation
- Developed procedure and guidance to manage homeowner interviews in compliance with the State of Louisiana Travel policies
- Conducted residential visits and tenant interviews to determine eligibility to receive URA Assistance where applicable

Proposal Writer

- Subject Matter expert for the development of all HMGP proposals
- Assisted with the production on Emergency Management and CDBG proposals

Louisiana Office of Emergency Preparedness | 1998 - 2006

Assistant to the State Hazard Mitigation Officer (SHMO)

- Responsible for assisting the SHMO with all aspects of implementing the Louisiana Hazard Mitigation Grant Program (HMGP) such as but not limited to: Tracking of Sub grantee quarterly reports, processing reimbursement requests, ensuring accurate project declining balances, community outreach, and coordination/information dissemination between the Federal Emergency Management Agency (FEMA) and Sub grantees

State Hazard Mitigation Planner

- Managed the State of Louisiana Planning grants which provided $300 million dollars for the completion of Sub Grantee Hazard Mitigation Plans
- Instrumental in the development of the first Louisiana State Hazard Mitigation Plan
- Reviewed and provided technical assistance on all plans submitted by eligible Sub grantees to ensure compliance with the 2004 Federal Planning Disaster Relief requirements
- Assisted all local jurisdictions and their consultants in completing appropriate plan edits to comply with FEMA review

comments

Individual and Public Assistance Specialist

- Assistant Individual Assistance Officer during Hurricanes Katrina and Rita. Responsibilities included but were not limited to: Identifying appropriate locations to conduct Disaster Recovery Center operations, ensuring adequate staff requirements, reporting of need verses on hand commodities, and weekly overall reporting of Individual Assistance operations to the Command Staff
- Conducted damage assessments immediately following disasters for State and Federal reporting
- State representative during public assistance meetings with FEMA and local governmental entities
- Assessed insurance policies to ascertain eligibility for Federal Public Assistance
- Completed project worksheets (PW) and assessed 406 mitigation eligibility on state and local governmental public buildings

Hazard Mitigation Grant Program Grants Manager

- Responsible for managing the Louisiana Traditional Hazard Mitigation Grant department, serving every parish in the state, and administering over $1 billion dollars in grant funds
- Hired, Trained, and Managed a staff of more than 20 personnel
- Developed a tracking system for Sub grantee application intake to ensure timely review and reporting
- Assisted local jurisdictions in the completion of Benefit Cost Analysis for project applications

Benefit Cost Analysis (BCA) Specialist

- Managed the collection of required data and documentation to successfully to pre-determine cost reasonableness
- Responsible for the preparation of BCA to determine cost reasonableness for all types of mitigation projects using FEMA approved methodologies and tool kits
- Experienced through version 5.2.1

Louisiana Army National Guard, Baton Rouge, LA | 1994 - 2016

Nuclear Biological and Chemical (NBC) Warfare Specialist

- Responsible for ordering, maintaining and inspecting all equipment pertaining to protection from enemy chemical hazards and attacks
- Conducted soldier level training related to the use of protective equipment and accurate communication methods to avoid injury or casualties in the event of an NBC incident

Food Service Supervisor

- Coordinated and managed all food service operations including ordering supplies, meal preparation, and reporting

Head Quarters Platoon Sergeant

- Second level command leader responsible for complete oversight of assigned personnel and delegation of tasks to attain mission success

PLEXOS GROUP

PARKER B. COLE

Construction Management

Qualifications Summary

CDBG-DR Housing Expertise: Construction Management

Parker Cole has over 15 years of relevant construction management and disaster recovery experience for housing programs with a focus in overall operations, quality control, and optimizing organizational processes. He has served disaster recovery initiatives for Texas, New Jersey, New York, Louisiana, and the U.S. Virgin Islands providing knowledge and expertise of ground-up construction management and quality control work on housing projects including fast-paced emergency response work in the aftermath of the worst natural disasters in the history of the United States.

Similar Project Experience

- Project Manager-Hurricane Harvey Recovery, CDBD-DR
- Operations Project Manager, USVI Emergency Home Repairs Program, STEP
- QA/QC Manager – Restore Louisiana Housing Program, CDBG-DR
- QA/QC Manager -- Reconstruction, Rehabilitation, Elevation, and Mitigation Housing Program, New Jersey
- Lead Customer Service – NYC Rapid Repairs Housing Program
- QC Construction Manager – LA Small Rental Property Housing Program
- Home Evaluator & Quality Control – LA Road Home Program

Relevant Experience

Plexos Group, L.L.C. | Jul 2017 - Present

TEXAS GENERAL LAND OFFICE, HURRICANE HARVEY RECOVERY PROGRAM | 2019-PRESENT

Project Manager

Responsible for activities performed including damage assessments and inspections for properties damaged by Hurricane Harvey.

U.S. VIRGIN ISLANDS EMERGENCY HOME REPAIRS PROGRAM | Feb 2018 - 2019

Operations Project Manager

- Performs all work in accordance with the grant agreement between the VIHFA and FEMA, and the Code of Federal Regulations.
- Provides staffing to schedule and perform inspections and provide quality control reviews.
- Provides system to promote rapid execution of work identified by inspections.

RESTORE LOUISIANA, STATE OF LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNIT | Jul 2017 – Present

QA/QC Manager

Education

McNeese State University, Lake Charles, LA

University of Southwestern Louisiana, Lafayette, LA

Diploma | Kinder High School, Kinder, LA

Areas of Expertise

Community Development Block Grant – Disaster Recovery Programs (CDBG-DR)

Hazard Mitigation

Construction Management

New Construction

Quality Control

Home Evaluations

Damage Assessments

Scopes of Work

Xactimate

Project Close Out

Homeowner Assistance

Skills/Certifications

Construction Estimating Software (Xactimate, Worltrac)

Reporting

- Manages 30 Field Assessors on daily activities for the CDBG-DR funded Restore Louisiana housing recovery program.
- Responsible for quality control and assurance reviews of files in Xactimate.
- Assigns work to field assessors from XACT Analysis to Xactimate.

Reference: Ted Lemcke, COO, IEM, 2801 Slater Road, Suite 1120, Morrisville, NC 27560; (919) 237-7433; ted.lemcke@iem.com

CB&I (The Shaw Group) | Jan 2003 – Jul 2017

RECONSTRUCTION, REHABILITATION, ELEVATION, AND MITIGATION (RREM) PROGRAM, NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (NJDCA), VARIOUS LOCATIONS, NEW JERSEY | May 2013 - 2017

QA/QC Manager

- Responsible for managing the repair or reconstruction of owner-occupied dwellings damaged by Superstorm Sandy. The program is assisting approximately 6,000 homeowners in the most heavily damaged nine counties along the coast of New Jersey.
- Works directly with NJDCA to develop program policies and procedures and provide construction management services and oversight, including the performance of damage assessments, development of detailed scopes of work, engineering and architectural design, and progress inspections.
- Very proficient in Xactimate and project closeouts.

Reference: Jo Carrol, Program Mgr, APTIM, 200 Horizon Center Blvd., Trenton, NJ 08691, jo.carrol@aptim.com, 979-777-5225

NYC RAPID REPAIRS PROGRAM (NYCRRP), NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION, NEW YORK | 2012 - 2013

Lead Customer Service Representative

- Oversaw CSR staff performing outreach and counseling homeowners on their options within the program.
- Developed an electronic report for tracking homeowner complaints, response to media inquiries, and coordination on resolution with the contractor performing the work, program management staff from NYC, Shaw, and quality assurance leads.
- Provided construction and quality consulting to homeowners, contractors, and program management staff.
- Served as a key member of the After-Care program to track and resolve homeowner issues after their projects were closed out. This program provided key direction to homeowners, contractors, and program management and outreach staff as the last check and balance to closing out homeowner projects.

Reference: Jo Carrol, Program Mgr, APTIM, 200 Horizon Center Blvd., Trenton, NJ 08691, jo.carrol@aptim.com, 979-777-5225

LOUISIANA SMALL RENTAL PROPERTY PROGRAM (SRPP), LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNITY, VARIOUS LOCATIONS, LA | 2006-2009

QC Manager

- Managed 15 construction contractors that were overseeing the work of subcontractors on new construction and renovation projects (residential).
- Successfully performed over 3,200 home inspections to ensure all city, parish and state codes were met.
- Successfully managed construction projects that ranged from $100,000 to $500,000.
- Assisted with the design and implementation of the Worltrac system used by Shaw and approved subcontractors.

Reference: David Odom, President and CEO, Plexos Group, 1800 City Farm Dr. Building Four, Suite B, Baton Rouge, LA 70806, david.odom@plexosgroup.com, 225-757-5344

LOUISIANA ROAD HOME PROGRAM, LA OFFICE OF COMMUNITY DEVELOPMENT DISASTER RECOVERY UNIT, VARIOUS LOCATIONS, LA | 2006 - 2009

Home Evaluator and Quality Control

- Performed home evaluations and accurately recorded the information used in dispersing funds needed to rebuild hurricane damaged homes. The evaluation included precise measurements of the structure's square footage and documentation of the damage to the home due to the hurricane.
- Reviewed coworker's home evaluations to ensure that all information was entered correctly and accurately before it was submitted for final review.

Reference: Craig Bolling, Project Manager, ICF, 9300 Lee Hwy, Fairfax, VA 22031, craig.bolling@philymack.com, 323-351-1810

PLEXOS GROUP

GEORGE DUFFEE-BRAUN

Financial Services / Fiduciary Manager

Qualifications Summary

George Duffee-Braun has more than 40 years of financial management and executive level leadership. His extensive experience spans multiple industries, including government programs, manufacturing, and public/ private partnerships. Among his accomplishments, he oversaw the distribution and reconciliation of $9 billion of CDBG funds for the *Louisiana Road Home Program*—the program established to assist Louisiana citizens affected by Hurricanes Katrina and Rita. George is proficient in the use of eGrants. He has served as point of contact for user input on eGrants development, enhancements, reporting and calculations; assisted in requirements for new releases as project progressed, and performed user testing of beta versions of new releases and change requests.

Relevant Experience

Plexos Group, L.L.C. | 2019-present

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY | RebuildNC Program

Finance Manager

- Develop, review and approval of all general contractor invoices/draw requests
- Input invoice data into system of record (Salesforce)
- On-site Plexos Group administrative manager
- CDBG-DR resource for regulatory project compliance

Reference: Mark Breor, Project Director, AECOM, 161 Commonwealth Way, Aiken, SC 29803, 803-617-9818, mark.breor@aecom.com

UMCOR/UMVIM Disaster Recovery | 2018-2019

UNITED METHODIST COMMITTEE ON RELIEF / UNITED METHODIST VOLUNTEERS IN MISSION

Volunteer

- Early Relief Team Leader
- Volunteer Coordinator UMC Mississippi Seashore District (7 Gulf Coast Counties)

Education

B.A. | New College of Florida

Graduate courses (Financial Management) | University of Southern Mississippi

Areas of Expertise

Financial Management

CDBG-DR Programs

Government programs

Federal and State Audits

Contract Billing

Project Accounting

Stafford Act

Davis-Bacon

2 CFR 200

Section 504

Skills/Certifications

eGrants proficiency

District Construction Manager, Habitat For Humanity

UMCOR Early Response Team

TX Certified CDBG Administrator (2017)

ICF International/ HGI Catastrophe Services LLC | 2006-2018

THE LOUISIANA ROAD HOME PROGRAM (CDBG-DR Housing)

Senior Manager/ Subject Matter Expert/ Director-Finance and Administration

- Directed distribution and reconciliation of federal CDBG funds for $9 billion Louisiana *Road Home* homeowner program in compliance with federal, state and program policies and procedures including Stafford Act, Davis-Bacon, SAS-70, A-133, CFR 48, and other applicable regulations.
- Responded to Federal and State audits of contract billings.
- Managed in conjunction with other team members from operations, IT, contracts and external partners- the development of systems and programs to process and store data regarding program funding.
- Led accounting team through initial development and implementation of revenue billing and accounts payable processing utilizing Deltek Costpoint project accounting software.

References:

(1) Max Shaneyfelt, Project Director for Prime Contractor, Katrina Recovery, 18536 Shadow Creek Avenue, Baton Rouge, LA 70816; 225-907-8058; mshaneyfelt@vatetec.com

(2) Scott Meyer (Katrina Recovery), 3401 Meyer Woods Lane, Fairfax, VA 22033, 703-674-6066, skmeyer13@mac.com

Presbyterian Disaster Assistance | September 2005- October 2006

Project manager

- Co-coordinated faith-based and private sector relief efforts for Hurricane Katrina victims working with volunteer teams from across the country providing clean-up and reconstruction.

Humane Society of Southern Mississippi | May 2004- August 2005

Executive director

- Directed of all aspects of operation including day-to-day activities, finance, and fundraising.

Brintons U.S. Axminster (Largest woven patterned carpet company in U.S. & formerly a division Mohasco) | 1989-2004

Vice-President Finance/CFO

- Directed all aspects of financial management including internal controls, accounting, internal and external audits, banking relationships, insurance, purchasing, and workers compensation.
- Directed the overall IT function including system installation and maintenance, program development and implementation.
- Directed compliance on customs and other government regulations and contracts.

Institute for Technology Development | 1987-1989

Senior Vice President—Corporate Services

- Directed compliance with government regulations, contracts and funding requirements at state and federal levels.
- Managed finance department including accounting functions, purchasing, budget preparation, cost analyses, internal controls and audits in order to comply with federal accounting and auditing standards.
- Led development of technology driven spin-off operations.

PLEXOS GROUP

DAVID W. WELKER

Director -- Fraud, Waste, and Abuse

Qualifications Summary

David Welker has held leadership roles in law enforcement for more than 30 years. He has served HUD and FEMA housing programs, in addition to other public and private sectors in matters regarding criminal activities, intelligence, and National Security. He has managed and directed all facets of all FBI programs to include oversight of fraudulent activities, white collar crime, counterterrorism, counterintelligence, intelligence, public corruption, violent crime/violent gangs, and ground and air surveillance operations. He established and operated the anti-fraud group for the $12 billion *Deepwater Horizon Economic and Property Settlement Program* and is responsible for standing up the fraud team for the $230 million *US Virgin Islands Emergency Home Repairs STEP program*.

Relevant Experience

Plexos Group, L.L.C. | 2017 – Present | Senior Fraud Consultant

USVI EMERGENCY HOME REPAIRS STEP PROGRAM (USVI EHR)

Stood up fraud team for the USVI EHR project. Responsible for FWA team consisting of five (5) fraud investigators.

- The team operated under a comprehensive Standard Operating Procedure (SOP) and drafted specific polices to include code of conduct, inappropriate content, conflict of interest, as well as an anti-kickback policy.
- The team was responsible for analyzing program data to proactively seek out fraud, waste, and abuse.
- Plexos established anonymous hotlines to receive inbound tips regarding potentials for this behavior, as well as misconduct by program personnel, contractors, and subcontractors; it coordinated certain investigative activities with local police as necessary.
- Established a strong relationship with the federal prosecutor, *Disaster Fraud Task Force in the USVI, The National Center for Disaster Fraud, Department of Homeland Security Office of Inspector General*, and local police agencies. Developed strong contacts with various entities within the program.
- Sampled 25% of submitted applications and reported identified-actionable findings in 11.5% of the applications sampled.
- Created data searches for duplicate applications, nonlocal telephone numbers, and scope of work by neighborhood to further identify anomalies.
- Through claim sampling, reported PII uploaded into the wrong applicant files.

Education

B.S. | Philadelphia College of Bible (Cairn University)

Post-Graduate Studies towards Master Degree, Criminal Justice | West Chester University

Areas of Expertise

National Security

Intelligence

Counterintelligence

Public Corruption

White Collar Crime

Violent Crime

Fraud, Waste, and Abuse

Skills/Certifications

Special Agent, FBI | FBI Training Academy, Quantico, VA

Philadelphia Police Department | K-9 Academy, K-9 Certification

Pennsylvania State Police | Municipal Policy Academy

Awards / Honors

Monetary Incentive Awards from Two FBI Directors

Alumni Achievement Award, 2017 | Cairn University

Reference: David F. Odom, Plexos Group, L.L.C., President and CEO, 1800 City Farm Drive, Building Four, Ste B, Baton Rouge, LA 70806, david.odom@plexosgroup.com, (225) 757-5344.

D.W. Welker Consulting, Inc. | 2012 – 2017 | Director- Fraud, Waste, Abuse

DEEPWATER HORIZON ECONOMIC AND PROPERTY SETTLEMENT TRUST *Program Consisting of approximately 3,000 Workers with Multiple Vendors Processing More Than 380,000 Claims Costing More Than $12 billion*

- Manage annual operations budget of $30 million for the Deepwater Horizon Economic and Property Settlement Trust, the multi-billion-dollar class action, U.S. District Court supervised settlement program for the oil spill, which occurred in the Gulf of Mexico in April 2010, resulting from the explosion aboard the oil rig Deepwater Horizon.
- Designed, assembled, established and operated anti-fraud group consisting of accountants, attorneys, investigative analysts, a compliance department, and a claimant communications team.

Reference: Robert Levine, CFO, Deepwater Settlement Program, 935 Gravier Street, Suite 1905, New Orleans, LA 70112, rlevine@gmail.com, 504-813-8597

Federal Bureau of Investigation, New Orleans, LA | Aug 2008 – May 2012 | Special Agent in Charge (SAC) (SES)

- Managed and directed a mid-sized FBI office consisting of a headquarters and six satellite offices throughout the State of Louisiana. The office employed more than 400 FBI employees and task force officers and encompassed three federal judicial districts.
- Managed an operational budget of approximately 2.5 million dollars.
- Managed and directed multiple facets of all FBI programs to include oversight of Counterterrorism, Counterintelligence, Intelligence, Public Corruption, White Collar Crime, Violent Crime/Violent Gangs, ground and air surveillance operations.
- Additionally, oversaw the administrative functions of the FBI field office to include the operational budget, facilities, security, EEO, EAP and Human Resource functions.

FBI Reference: Louis Freeh, Chairman, Freeh Group (Former FBI Director), 350 5th Ave, Ste 3100, New York, NY 10118, (202) 220-1200, louisjfreeh@pepperlaw.com

Federal Bureau of Investigation – FBIHQ, Washington, DC- Inspection Division | Aug 2006 – Aug 2008 | Inspector (SES)

- Led teams of Special Agents, accountants, and support personnel to inspect FBI filed offices nationally and FBI Legal Attaché office internationally.
- Conducted administrative shooting reviews of FBI involved shootings as well as management reviews.
- Documented findings made recommendations for improvement and correction and reported those findings to the Director of the FBI.

Federal Bureau of Investigation – Tampa, FL | Oct 2002 – Aug 2006 | Assistant Special Agent in Charge

- Managed the National Security Programs throughout the Tampa FBI Division, to include Counterterrorism, Counterintelligence, Intelligence, and surveillance operations.
- Oversight and management of satellite offices throughout central Florida with responsibility for all FBI criminal and national security programs and administrative functions to include the COOP, Human Resources, and other support roles.

Federal Bureau of Investigation – Cincinnati, OH | Jun 1995 - Sep 2002 | Supervisory Special Agent

- As a supervisor, led a squad of Special Agents and task force officers assigned to combat organized crime, violent gangs, drug trafficking, and to locate and arrest violent fugitives.
- Effectively managed task force budgets.

Federal Bureau of Investigation – FBIHQ, Washington, DC, Criminal Investigative Division – Drug Section | Sep 1992 - Jun 1995 | Supervisory Special Agent

- National manager for FBI drug program with responsibility for field office investigations of major drug trafficking organizations. Ensured compliance with FBI policies and facilitated major investigations.

Federal Bureau of Investigation – Detroit Division – Saginaw Resident Agency | Sep 1987 - Sep 1992 | Special Agent

- Conducted investigations of violations of federal law. Major investigations entailed interviews of numerous witnesses, identification and collection of evidence, drafting pertinent documents to include interviews, witness statements, and affidavits. Planned, organized and executed numerous search and arrest warrants.

Jared George

Senior Project Manager

EXPERIENCE SUMMARY

As Senior Manager of Emergency Management and Government Services, Mr. Jared George is responsible for planning and leading the responses to natural disasters. He previously served as Recovery Programs Manager for Metric Engineering. Since 2006, Mr. George has managed disaster recovery projects in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas. Mr. George has 24 years of experience in managing public-sector finances and overseeing accounting projects for governmental agencies.

Mr. George has a diverse employment history focusing on his extensive accounting, analytical and financial management skills. He was employed by various Florida State Agencies beginning in 1994. During this substantial and uninterrupted period of public service, Mr. George was responsible for providing an ever-increasing level of financial management and analytical skills to the agencies.

RELEVANT EXPERIENCE

Mr. George served as Project Manager on the following projects:

2016 – 2019: (CDBG-DR) Rental Properties Program and Affordable Rental Opportunity Program – State of New York: Program Manager responsible for the team providing services about its administration of the U.S. Department of Housing and Urban Development (HUD) and Community Development Block Grant-Disaster Recovery (CDBG-DR) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). Metric was tasked with administering the Rental Properties and Affordable Rental Opportunity Programs. The Rental Properties Program aids the owners of storm-damaged rental properties, of all types and sizes, that were offered a full-time, year-round lease at the time of Superstorm Sandy, Hurricane Irene or Tropical Storm Lee. These properties included single-family homes, townhouses, apartment buildings, or any other legal dwelling. GOSR developed the Affordable Rental Opportunity (ARO) to restore and replace affordable rental housing placed out of service by Superstorm Sandy, Hurricane Irene, or Tropical Storm Lee (Covered Storms). ARO offers property owners incentives and support to sustain the creation of affordable rental housing.

2012 – 2016: (CDBG-DR) Homeowner Opportunity Program (HOP) – Texas General Land Office: Project Manager responsible for the team providing comprehensive mobility counseling and disaster case management services to eligible homeowners, under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program, within the Houston-Galveston Area Council of Government (H-GAC), Galveston County, and City of Galveston, Texas. HOP is a Disaster Recovery Housing Program through which income-qualified applicants, who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration, may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area. This program involves relocation counseling, conducted by Mobility Counselors, and the provision of licensed real estate professionals to explain the options and choices available.

YEARS OF EXPERIENCE

24 YEARS

EXPERTISE

Project Management
Quality Assurance
Data Analysis
Financial Management
Grant Accounting
Debris Management
Recovery Management

CERTIFICATIONS

FEMA IS-100
FEMA IS-200
FEMA IS-244
FEMA IS-393
FEMA IS-547
FEMA IS-631
FEMA IS-632
FEMA IS-700
FEMA IS-800
FEMA G-202
FEMA IS-630

DISASTERS

FL Hurricane Michael (DR-4399)
FL Hurricane Irma (DR-4337)
SC Severe Storms (DR-4166)
CO Severe Storms (DR-4145)
AL Severe Storms (DR-1971)
RI Severe Storms (DR-1894)
AR Severe Winter Storm (DR-1829)
KY Severe Winter Storm (DR-1818)
TX Hurricane Ike (DR-1791)
LA Hurricane Gustav (DR-1786)
FL Tropical Storm Fay (DR-1785)
GA Severe Storms (DR-1761)
Oklahoma Ice Storm (DR-1735)
FL Hurricane Wilma (DR-1609)
FL Hurricane Katrina (DR-1602)
FL Hurricane Dennis (DR-1595)
FL Hurricane Frances (DR-1545)
FL Hurricane Ivan (DR-1551)
FL Hurricane Jeanne (DR-1561)
FL Hurricane Charley (DR-1539)
FL Hurricane Opal (DR-1069)
FL Hurricane Erin (DR-1062)
FL Hurricane Andrew (DR-955)

EDUCATION

Political Science/Public Administration, Florida Agricultural & Mechanical University

Jared George

Senior Project Manager

2011 – 2019: (CDBG-DR, FEMA PA and HMGP) Technical Consulting - City of Birmingham, Alabama: Project Manager responsible for coordinating efforts and services related to development of HMGP projects, in close coordination with the City's Long-Term Community Recovery and Rebuilding efforts, and participating in continuing planning processes as well as interacting with the City and its planning team members. Prepared applications for 20 community saferoom projects and secured 20% of HMGP funding, available statewide, through a competitive application process.

2011: HMGP Application Development, Rhode Island Communities: Project Manager responsible for preparing $16 Million in HMGP Applications for projects, including Home Acquisition/Demolition, Drainage Improvements, and Localized Flood Reduction Projects. Prepared Benefit/Cost Analyses, developed project descriptions and reviewed design documents and cost estimates to ensure all FEMA and RIEMA requirements were met.

Sharon K. M. Bedasee

Project Manager

YEARS OF EXPERIENCE

16 YEARS

EXPERIENCE SUMMARY

Hazard mitigation planning and emergency management expert, Sharon K. M. Bedasee, joined CDR Maguire in 2020. The majority of Sharon's relevant experience is with the U.S. Department of Homeland Security – FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training State and Local applicants on how to apply for HMGP using the BCS Module Template.

EXPERTISE

Project Management
PAAP Sec. 428
Benefit Cost Analysis
Hazard Mitigation
Public Assistance
Recovery Management

RELEVANT EXPERIENCE

Sharon has served in the following Hazard Mitigation roles:

Grants Management Supervisor 1/2016 – 1/2018: U.S. Department of Homeland Security FEMA -- Disaster 4086 NJ: Supervised operations to deliver an estimated $325 million in Hazard Mitigation Grants Program funding to support the Super Storm Sandy recovery mission in New Jersey. Served as the Primary Point of Contact for all issues related to mitigation grant program, for disaster 4086 (DR4086NJ). External efforts focused on responding to communities' needs for information and providing technical assistance to the State Hazard Mitigation Officer and other State partners, while internal efforts focused on management reports, staffing, leadership, and training. Developed mitigation strategies and set objectives and goals for program implementation and closeout. Responsibilities included closing out 516 projects, estimated at $325 million. Assisted with the determination for adequate mitigation strategies and program implementation capabilities for DR-4086-NJ and conducted an internal operational assessment to determine daily operation, resource, training, and staffing needs. Coordinated with region and headquarters to set monthly budget for the Spend Plan and developed annual spend plan baseline to streamline the financial and funding processes. Additionally, worked to deliver the hazard mitigation grant program expeditiously and the development of closeout strategies effectively, as mandated by the Sandy Recovery Improvement Act (SRIA) of 2013.

Hazard Mitigation Grants Program Lead 11/2004 – 1/2016: U.S. Department of Homeland Security FEMA: Responsibilities included five sub-grant programs— Acquisition, Infrastructure, Energy Allocation Initiative, Retail Fuel Stations, and Elevation Program. Provided training, directions and workflow processes for ten employees. Served as the lead for spend planning and financing. Collaborated with other FEMA Specialists, Sub-grant applicants, engineers and architects to identify cost effectiveness and technical feasibility for mitigation proposals that met FEMA program eligibility requirements. Evaluated grants and planning activities that directly contributed to the achievement of Hazard Mitigation (HM) Strategy objectives.

Proficiency with the CFR 44 used to assure compliance with the mitigation program regulations. Provided technical assistance to internal and external stakeholders in the SANDY RECOVERY OFFICE. Presented Hazard Mitigation Grants program to an audience of sub-applicants seeking FEMA disaster assistance. Attended regular meetings with State and local applicants to provide status updates on projects' review and approval. Conducted site visits to damaged public infrastructures and private neighborhoods, and eligible

CERTIFICATIONS

FEMA ICS-300	FEMA IS-204
FEMA ICS-400	FEMA IS-632
FEMA IS-253	FEMA IS-293
FEMA IS-293	FEMA IS-276
FEMA ICS-292	FEMA IS-230
FEMA ICS-265	FEMA IS-212
FEMA IS-253	FEMA IS-207
FEMA IS-235	FEMA IS-200
FEMA IS-800	FEMA IS-703
FEMA IS-702	FEMA IS-701
FEMA IS-700	FEMA IS-547
FEMA IS-546	FEMA IS-393
FEMA IS-386	FEMA IS-319
FEMA IS-318	FEMA IS-163
FEMA IS-161	FEMA IS-107
FEMA IS-106	FEMA IS-101
FEMA IS-100	FEMA IS-033
FEMA IS-031	FEMA IS-022
FEMA IS-021	FEMA IS-019
FEMA IS-018	FEMA IS-016
FEMA IS-008	FEMA IS-007
FEMA IS-001	FEMA IS-506
FEMA IS-434	FEMA IS-416
FEMA IS-110	FEMA IS-823
FEMA IS-102	FEMA IS-881
FEMA IS-841	FEMA IS-825
FEMA IS-822	FEMA IS-604
FEMA IS-602	FEMA IS-480
FEMA IS-400	FEMA IS-386
FEMA IS-381	FEMA IS-312
FEMA IS-213	FEMA IS-212
FEMA IS-206	FEMA IS-204
FEMA IS-860	FEMA IS-804
FEMA IS-803	FEMA IS-802
FEMA IS-801	

Sharon K. M. Bedasee

Project Manager

non-profit organizations, to offer technical assistance. Assisted with the development of cost effectiveness and technical feasibility for proposed hazard mitigation measures.

Wrote reports, scopes of work and responded to correspondence with respect to mitigation grants issues and solutions. Assisted with conducting complex benefit-cost analysis (BCA) using FEMA-approved BCA software or methodology for potential Hazard Mitigation Grants projects. Provided technical support to state and local government agents, for grants development and compliance. Planned budget for monthly spend plan, for grants and process allocations, to fund mitigation projects up to $20 million per month for DR-4086-NJ.

HM Grants and Planning Group Supervisor Jan 2018 – Apr 2018: Disaster 4335-4340 St. Croix, St. Thomas, and St. John USVI: Developed workflow processes and training plan, coordinated and delivered training to staff on all three islands, created a staffing plan for hiring staff to support the operation for three years, managed a total of six staff on all three islands, and developed reports, for branch director, on operation status. Worked with Territory Hazard Mitigation Officer, Contractors, and other Federal partners to accomplish goals, objectives, and determine the most appropriate funding source for sub applicants. Trained and mentored FEMA local hires to transition to reservist positions. Assisted with the Applicants Briefing and supported the Territory with prioritizing and identifying projects during the Notice of Intent process. Developed workflow processes and set up a process for records management. Supervised the Hazard Mitigation Grants Program.

HM Task Force Lead 4/2017 – 10/2017: Disaster 4285 North Carolina North Carolina Emergency Management (NCEM) State Hazard Mitigation Officer requested assistance with Hazard Performance Analysis (HPA) for 2,600 properties impacted by Hurricane Matthew. FEMA approved an estimated $85.5 million to fund projects for DR4285. The state requested three mitigation actions— acquisition, elevation, and mitigation reconstruction. NCEM objective was to fund expedited Hazard Mitigation Grants Projects within one year. Duties included HPA reviews for 2, 600 properties, managing the Hazard Mitigation Grants review process, and leading and supporting 10 employees.

Infrastructure Lead 11/2012 – 10/2013: U.S. Department of Homeland Security– FEMA Disaster 4086 New Jersey: Prepared, trained and developed workflow processes to support staff, for reviewing projects effectively. Assisted the State Hazard Mitigation Officer (SHMO) and State partners with application development. Attended applicant's briefings, conducted community outreach, to educated local partners, on recovery, and identified eligible projects.

Mitigation Grants Program Lead 9/2011 – 5/2012 2011: U.S. Department of Homeland Security FEMA- Disaster 4019 North Carolina: Assisted with conducting benefit cost analysis on over 1,500 acquisition properties. Developed an expedited process using the 4.8 BCA Module and template, which significantly reduced the normal process time to analyze 1,500

DISASTERS Cont.

USVI Hurricane Maria (DR-4340)
PR Hurricane Maria (DR-4339)
USVI Hurricane Irma (DR-4335)
NC Hurricane Matthew (DR-4285)
NJ Super Storm Sandy (DR-4086)
NC Hurricane Irene (DR-4019)
TN Severe Storms (DR-1909)
KY Severe Storms (DR-1818)
KY Severe Storms (DR-1841)
IN Severe Storms (DR-1766)
FL Hurricane Charley (DR-1539)
FL Trop. Storm Bonnie (DR-1539)
FL Hurricane Wilma (DR-1539)

EDUCATION

Master's in Business Administration (MBA) University of Phoenix, Orlando, FL

properties. Trained North Carolina State Hazard Mitigation Officer (SHMO) and 30 State and FEMA employees to use the expedited process for benefit cost analysis.

Hazard Mitigation Grants Specialist 6/2010 – 9/2010: U.S. Department of Homeland Security FEMA -- **Disaster 1909 Tennessee:** Assisted with training application development and review, data entry in NEMIS, Loss Avoidance study, and reported project status and performance to supervisor.

Hazard Mitigation Grants Specialist 3/2009 – 1/2010: U.S. Department of Homeland Security FEMA -- **Disasters 1818 & 1841 Kentucky:** Assisted with training and application development, attended Applicant briefings and kick off meetings. Assisted NFIP with repetitive loss study, conducted site visits and reported on over 1,300 repetitive loss properties in Eastern Kentucky. Assisted Community Education and Outreach (CEO) with Disaster Recovery Center (DRC) coordinating, responsible for nine DRCs and five Outreach Box stores and supervised 28 CEO advisors/specialists.

Hazard Mitigation Grants Specialist 8/2008 – 11/2008 2018 U.S. Department of Homeland Security– FEMA Disaster 1766 Indiana: Assisted State partners with application briefings, attended meetings, conducted application review, and training. Reviewed and approved acquisition projects.

Hazard Mitigation Grants Specialist 11/2004 – 1/2016: U.S. Department of Homeland Security– FEMA

National Insurance Specialist 12/2004 – 3/2006: Disasters 1539 & 1609 Florida Recovery Office: Assisted homeowners and WYO agents with flood insurance issues and provided guidance on compliance. Created formats using the FEMA Map Center

Hazard Mitigation Grants Program Lead 12/2004 – 3/2006: Disaster 1539 & 1609 Florida Recovery Office: Monitored applications submitted to FEMA and assured that grants specialist used proper workflow processes to review projects according to FEMA guidelines and 44 CFR regulations. Conducted final review, responsible for quality assurance on complicated drainage projects, and allocated and funded HMGP projects.

Sharon has served in the following Recovery roles:

CEO/DRC Coordinator 12/2004 – 3/2006: Disaster 1539 & 1609 Florida Recovery Office: Supervised 15 DRCs located throughout south Florida, from Homestead to West Palm Beach and 7 Box Stores and managed 37 DRC Advisors. Instrumental with the development of the GO-KIT

Supervisor Emergency Management Specialist 3/2019 – 12/2019: U.S. Department of Homeland Security FEMA -- **Disaster 4339 Puerto Rico:** Supervised operations to include staff of 20 Technical Assistant Contractors and FEMA employees to deliver an estimated $1 billion in Public Assistance funding to support the Hurricane Maria recovery mission in Puerto Rico for 1 PNP Applicants.

Education Sector PNP Task Force Lead 4/2018 – 3/2019: U.S. Department of Homeland Security FEMA -- **Disaster 4339 Puerto Rico:** Supervised operations to deliver an estimated $1 billion in Public Assistance funding to support the Hurricane Maria recovery mission in Puerto Rico. Duties included managing 20 employees together with crew leaders, architects, engineers' technical contractors, FEMA staff and 136 PNP Sub-Recipients.

Grants Management Supervisor 1/2018 – 4/2018: 2018 U.S. Department of Homeland Security FEMA -- **Disaster 4335-4340 ST. Croix, St Thomas, and St John USVI:** Developed workflow processes, developed training plan, coordinated and delivered training to staff on all three islands, created a staffing plan for hiring staff to support the operation for three years, managed a total of six staff on all three islands, and developed reports for branch director on operation status. Worked with Territory Hazard Mitigation Officer, Contractors, and other Federal partners to accomplish goals, objectives, and determine the most appropriate funding source for sub applicants. Trained and

mentored FEMA local hires to transition to reservist positions. Assisted with the Applicants Briefing and supported the Territory with prioritizing and identifying projects during the Notice of Intent process. Developed workflow processes and set up a process for records management. Supervised the Hazard Mitigation Grants Program.

Kenny Frank Day

Professional Engineer

EXPERIENCE SUMMARY

Mr. Frank Day has over 45 years of public and private experience and has served as Florida Department of Transportation's Recovery Manager from 1995 to 2005. Most recently, Mr. Day was a Project Manager for Hurricane Michael (2018 – 2019) in the Florida Panhandle for the Florida Department of Transportation.

Under a Governor's declaration, FDOT was charged with overseeing the debris removal and monitoring for 12 fiscally constrained counties, over 1,000 square miles of area, 17 million cubic yards of debris and $500 million in costs for a single event. Mr. Day oversaw over 1,200 debris monitors at peak and 2,500 trucks a day. He also served as the Project Manager over Hurricane Ike in Texas overseeing the debris operations for both the Texas General Land Office and Texas Department of Transportation.

RELEVANT EXPERIENCE

Mr. Day served as Principal on the following projects:

2016 – 2019: (CDBG-DR) Rental Properties Program and Affordable Rental Opportunity Program – State of New York: Principal responsible for team providing services about its administration of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). Metric was tasked with administering the Rental Properties and Affordable Rental Opportunity Programs. The Rental Properties Program aids the owners of storm-damaged rental properties of all types and sizes that were offered for full-time, year-round lease at the time of Superstorm Sandy, Hurricane Irene or Tropical Storm Lee. These properties included single-family homes, townhouses, apartment buildings, or any other legal dwelling. GOSR developed the Affordable Rental Opportunity (ARO) to restore and replace affordable rental housing placed out of service by Superstorm Sandy, Hurricane Irene, or Tropical Storm Lee (Covered Storms). ARO offers property owners incentives and support to sustain the creation of affordable rental housing.

2012 – 2016: (CDBG-DR) Homeowner Opportunity Program (HOP) – Texas General Land Office: Principal responsible for team providing comprehensive mobility counseling and disaster case management services to eligible homeowners under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program within the Houston-Galveston Area Council of Government (H-GAC), Galveston County, and City of Galveston, Texas. HOP is a Disaster Recovery Housing Program through which income-qualified applicants who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area. This program involves relocation counseling, conducted by Mobility Counselors, and the provision of licensed real estate professionals to explain the options and choices available.

2011 – 2019: (CDBG-DR, FEMA PA and HMGP) Technical Consulting - City of Birmingham, Alabama: Principal responsible for coordinating efforts and

YEARS OF EXPERIENCE

45 YEARS

EXPERTISE

Closeout Requirements
Florida Grants Portal Training

CERTIFICATIONS

Alabama PE #32164
Arkansas PE #16647
Florida PE #25345
Georgia PE #PE039888
Kentucky PE #30990
Louisiana PE #PE0035500
Mississippi PE #PE-19867
Missouri PE# PE-2015015888
Oklahoma PE #28009
South Carolina PE #28288
Texas PE #110832

FEMA IS-100 FEMA IS-120
FEMA IS- 200 FEMA IS-700
FEMA IS-800 FEMA IS-630
FEMA IS-631 FEMA IS-632
FEMA G202 FEMA G300
FEMA G400 FEMA G557
FEMA E/L/K 146

DISASTERS

FL Hurricane Michael (DR-4399)
FL Hurricane Irma (DR-4337)
SC Severe Storms (DR-4166)
CO Severe Storms (DR-4145)
AL Severe Storms (DR-1971)
RI Severe Storms (DR-1894)
AR Severe Winter Storm (DR-1829)
KY Severe Winter Storm (DR-1818)
TX Hurricane Ike (DR-1791)
LA Hurricane Gustav (DR-1786)
FL Tropical Storm Fay (DR-1785)
GA Severe Storms (DR-1761)
Oklahoma Ice Storm (DR-1735)
FL Hurricane Wilma (DR-1609)
FL Hurricane Katrina (DR-1602)
FL Hurricane Dennis (DR-1595)
FL Hurricane Frances (DR-1545)
FL Hurricane Ivan (DR-1551)
FL Hurricane Jeanne (DR-1561)
FL Hurricane Charley (DR-1539)
FL Hurricane Opal (DR-1069)
FL Hurricane Erin (DR-1062)
FL Hurricane Andrew (DR-955)

EDUCATION

B.S.C.E., Auburn University, 1974
Army Corps of Engineers

services related to development of HMGP projects in close coordination with the City's Long-Term Community Recovery and Rebuilding efforts and participating in continuing planning processes as well as interacting with the City and its planning team members. Prepared applications for 20 community saferoom projects and secured 20% of HMGP funding available statewide thru competitive application process.

2011: HMGP Application Development, Rhode Island Communities: Principal responsible for team preparing $16 Million in HMGP Applications for projects including Home Acquisition/Demolition, Drainage Improvements, and Localized Flood Reduction Projects; prepared Benefit/Cost Analyses, developed project descriptions, reviewed design documents, and cost estimates to ensure all FEMA and RIEMA requirements were met.

D. REFERENCES

Project Reference #1

Louisiana Watershed Initiative (LWI)
CDBG-Mitigation Program
State of Louisiana

Project Dates
2019 to present

Program Funding
$1.2 billion

Reference Information
Scot Edelman, PE
Senior Vice President
AECOM
Scott.edelman@aecom.com
(336) 314-3435

Congress allocated $1,213,917,000 CDBG-MIT funds to the State of Louisiana for the specific purpose of mitigation activities as specified in Public Law 115-123 and FR-6109-N-02 in response to the state's increasingly complex flood risk profile. To carry out these initiatives, Governor John Bel Edwards has charged state agencies with coordinating efforts through a watershed-based approach, referred to as the Louisiana Watershed Initiative or LWI. Plexos was recently awarded work on the LWI project as part of the AECOM Team to assist with the support and development of the statewide Louisiana Watershed Plan which will guide the allocation of CDBG-MIT funding and implementation strategies outlined in the state's HUD approved Action Plan and FEMA approved State Hazard Mitigation Plan. During this process, the team will be responsible for coordinating this effort with state agencies and LWI team members to address and meet LWI goals in the areas of community outreach, development of regional strategies, legislative support, and policy implementation.

As part of the LWI, the Plexos team will be providing support during the development of the LWI Plan to include appropriate application of CDBG-MIT requirements as well as assessing the capacity of existing governmental agencies and programs to support $1.2 billion in funding for the state's long-term mitigation initiatives. As part of this process, Plexos will also be responsible for identifying any necessary enabling legislation or other legislative needs to support agency operations in consistency with the LWI mission and evaluating the need for watershed education and workforce training.

Relevance to the City of Galveston

- ☑ APPLICATION DEVELOPMENT. The Louisiana Watershed Plan will assist the state to create policies that will govern state, regional, and local mitigation projects in compliance with CDBG-MIT requirements.
- ☑ PROJECT DEVELOPMENT. LWI will assist the state to prioritize local and regional CDBG-MIT projects which increase long term community resiliency.
- ☑ MANAGEMENT. Effective management of LWI technical advisory group's planning and project priorities will result in a plan that reflects the state hazard mitigation plan and local needs.
- ☑ FUNDING. Planning initiatives will assist the state to effectively maximize and leverage $1.2 billion in CDBG-MIT funding.
- ☑ CAPABILITY AND CAPACITY. Planning activities will assist the state to evaluate the need for additional watershed education and/or workforce training as well as the need to create legislative initiatives and outreach activities.

Project Reference #2

City of Columbia, South Carolina

FEMA Public Assistance and Hazard Mitigation Program

DR-4241, Severe Storms & Flooding, Oct 2015
Columbia, South Carolina

Project Dates
2015 to present

Program Funding
$334 million (Public Assistance)
$18 million (Hazard Mitigation)

Reference Information
Missy Caughman
Director
City of Columbia
macaughman@columbiasc.net
(803) 545-3201

Within several days of the flood event, Plexos began serving as the program manager of a 90-day emergency contract to manage the City of Columbia's response and early recovery efforts. After the initial response, Plexos assisted the city with establishing the foundation for long-term recovery and mitigation efforts.

Currently, we have several FEMA Public Assistance projects open, including the levee repair. Plexos is currently working on the city's hazard mitigation projects and Cost Reasonable Analysis for emergency services as well as with the city engineering department for compliance and oversight of federal funding.

Plexos accomplishments include the following:

- Assisting the city with the identification of recovery and mitigation projects, development of strategies to leverage federal funding, and program management for Public Assistance and hazard mitigation projects.
- Writing damage assessments and providing engineering estimates to repair the damaged infrastructure under Category D FEMA PA reimbursement for the Columbia Canal and 10 MW Hydroelectric facilities in order to restore electrical and water facilities within the city.
- Securing $5.7 million within the first 30 days in FEMA obligated funding for expedited emergency response costs, including Debris Removal and Emergency Protective Measures.
- Identifying more than $290 million in damages for recovery projects which are currently in various stages of recovery.
- Establishing ongoing communications with several federal agencies (EPA, NRCS, FEMA, and USACE) to ensure that debris removal in city waterways was compliant and eligible for reimbursement.
- Establishing a Program Management Office within a week of the flood event and continuously staffing the office throughout the response and recovery.
- Assisting with writing the RFQ's to hire design engineers and to manage the design teams to ensure scope of work was eligible for reimbursement.
- Capturing data from the state-executed sheltering plan to propose a city-specific sheltering plan for future emergencies, while also identifying funding sources and non-profit partners for proposed future sheltering operations.

- Confirming that city procurement policies met federal standards (2 CFR Part 200) and validating that documentation for each project was sufficient.
- Providing training to the city regarding Anti-Fraud, Waste, and Abuse policies and procedures.
- Completing inspections and damage assessments upon request
- Consulting on demolition and construction cost estimation, engineering technical assessments or to review city-prepared proposals.
- Providing internal audit expertise to the city to ensure that all financial reporting and supporting documentation for projects meet or exceed FEMA/HUD requirements.
- Consulting with stakeholders to demonstrate the importance of reasonable cost-sharing mechanisms.

Relevance to the City of Galveston

- ☑ APPLICATION DEVELOPMENT. Comprehensive data collection was critical in the identification of eligible recovery projects, evaluation of project alternatives, and leveraging of federal funding in the city.
- ☑ PROJECT DEVELOPMENT. Engagement of federal, state, and local partners ensured that projects were designed to meet federal requirements and effectively leveraged available funding.
- ☑ MANAGEMENT. Establishment of a PMO within one week of flood event and continual staffing of operations contributed to successful response and recovery efforts.
- ☑ FUNDING. Cost-sharing initiatives, as well as the identification of strategies for the leveraging of funding is critical to the city's long-term recovery plan.
- ☑ CAPABILITY AND CAPACITY. Supplemental staff provided the city with the personnel, skills, and tools necessary to effectively carry out immediate response, recovery, and mitigation activities.

Project Reference #3

City of Columbia, South Carolina
HUD CDBG-DR Program
DR-4241, Severe Storms & Flooding, Oct 2015
Columbia, South Carolina

Plexos developed the City of Columbia's Risk Assessment, Pre--Award Implementation Plan and CDBG-DR Action Plan for $26 million in federal funding. We are currently providing technical assistance to the city, which includes subsequent amendments to the Action Plan.

As part of the update process, Plexos recently completed the fifth amendment to the Action Plan in order to reallocate CDBG-DR funding to address additional unmet recovery needs that have been identified by the city.

- The most significant shift in funding was the decrease of the $3.9 million allocation for the Canal Head Gates project in order to provide additional funding for the completion of the Columbia Homeowner Assistance Program (CHAP) and Minor Repair Program (MRP).
- Program caps for assistance were also increased for CHAP and Small Rental Repair Program (SRRP).
- Action Plan Amendment 5 was approved by the U.S. Department of Housing and Urban Development on October 4, 2019. This amendment is posted to the city's CDBG-DR website in both English and Spanish.

In addition to developing the APA, two new Task Orders are pending approval of the City of Columbia Community Development Department. Once approved, Plexos will assist the city to develop their annual Programmatic Agreement (PA) Section 106 report for submittal to the state of South Carolina State Historic Preservation Office (SHPO). In addition, Plexos will also be assisting with review of the city's policies and procedures related to compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA).

Additional accomplishments include:

- Developing a Quality Assurance/ Quality Control program for all CDBG-DR programs for housing and economic development projects, including a quality assurance/quality control plan as well as compliance and monitoring checklists.

Project Dates
2015 to present

Program Funding
$26 million

Reference Information
Missy Caughman
Director
City of Columbia
macaughman@columbiasc.net
(803) 545-3201

The City of Columbia's Action Plan:

- ☑ Assesses the unmet needs of the city resulting from the October 2015 floods and describes the status of current CDBG-DR Programs
- ☑ Provides justification for the reallocation of funding and the creation of new programs to address unmet infrastructure and affordable housing needs
- ☑ Describes how the City of Columbia will comply with all applicable rules and regulations in administration of the CDBG-DR funding granted by HUD

- Conducting training regarding engineering and construction management.
- Training city CDBG-DR staff and departmental heads to ensure that program operations were fully staffed and operational

Relevance to the City of Galveston

☑ APPLICATION AND PROJECT DEVELOPMENT. Plexos development of the city's HMGP application and CDBG-DR Action Plan, which received HUD approval of CDBG-DR funds as match, resulted in the buyout of 21 properties in flood hazard areas.

☑ MANAGEMENT. Development of program policies and robust QA/QC processes enabled the city to manage the match program in compliance with HMGP and CDBG-DR requirements.

☑ FUNDING. Obtained approval of a total of $1.5 million in CDBG-DR funding to cover the 25% match requirements for the Buyout Program.

☑ CAPABILITY AND CAPACITY. Supplemental case management services provided the city with the expertise and capacity to determine program eligibility, complete duplication of benefit analysis, and document match requirements for the HMGP Buyout Program.

Project Reference #4

North Carolina Emergency Management (NCEM, now NCORR)

HUD CDBG-DR Program

DR-4285, Hurricane Matthew Recovery, Oct 2016
Columbia, South Carolina

Plexos provided CDBG-DR Subject Matter Expertise (SME) and ongoing support to NCEM for a variety of CDBG-DR initiatives related to include housing, buyout/acquisition, infrastructure, environmental review, and financial management. In this role, Plexos developed the following:

- Action Plan Amendments (3 and 4)
- Re-design of the Single-Family Housing Manual
- Buyout and Acquisition Manual
- Uniform Relocation Assistance and Real Property Acquisition Act (URA) Manual
- Small Rental Repair Program Handbook and Application Form
- Change Control Board (CCB) Policies and Procedures

Project Dates
2018 to 2019

Program Funding
$236.5 million

Reference Information
Lea Sabbag
Former Housing Director
North Carolina Emergency Management (NCEM) (now NCORR)
904-716-6542
Sabbag.lea@gmail.com

Relevance to the City of Galveston

- ☑ APPLICATION AND PROJECT DEVELOPMENT. Plexos assisted NCEM with program design, drafting of housing manuals, and development of application forms for the State of North Carolina Hurricane Matthew CDBG-DR Multi-Family and Small Rental Repair Programs.
- ☑ MANAGEMENT. Developed Action Plan Amendments and assisted with the revision of all program Policies and Procedures for CDBG-DR housing and infrastructure programs.
- ☑ FUNDING. Assisted NCEM with the allocation and tracking of CDBG-DR funds for all Hurricane Matthew CDBG-DR programs.
- ☑ CAPABILITY AND CAPACITY. Provided Subject Matter Expertise for all aspects of CDBG-DR program management and Project Management Office (PMO) operations.

E. FIRM HISTORY, CAPACITY, AND EXPERIENCE

Plexos Group, L.L.C. has provided program management services supporting short- and long-term disaster recovery programs exceeding $26 billion. The experience of Plexos Executive Leadership exceeds 200 years and includes expertise in emergency management, recovery, and mitigation. The experience of the highly skilled proposed Project Team for this effort exceeds 160 years of disaster recovery.

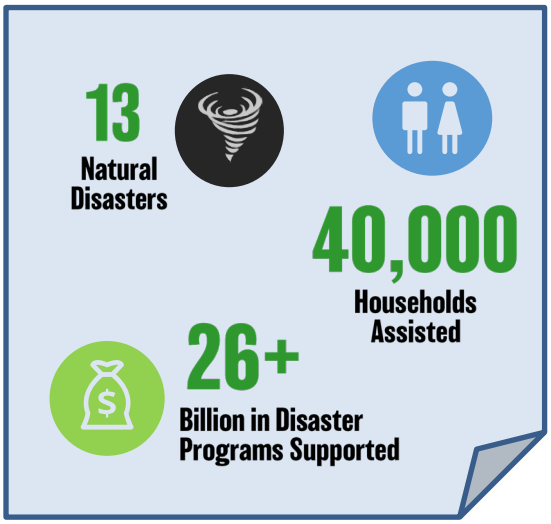
About Plexos Group, L.L.C.

History of the Firm

Formed in 2012, Plexos Group, L.L.C. ("Plexos") is a privately held limited liability company which is centered on people, processes, and technology. Plexos is uniquely positioned to assist and provide executive level consulting regarding long-term recovery based on large disaster recovery operations such as Hurricane Katrina, Superstorm Sandy, and as recently as Hurricanes Irma and Maria in the United States Virgin Islands and Puerto Rico.

As a company, Plexos has provided planning, emergency response, and recovery operations for state, territorial, and local governments resulting from 13 disasters and has supported the management of large-scale recovery operations totaling more than $26 billion in federal funding.

Prior to Plexos, the Executive Leadership staff led disaster recovery efforts to include holding executive management positions, providing expert services to Fortune 500 companies, regularly testifying before state legislatures and Congress in support of Disaster Recovery process improvements, and providing expert guidance to foreign governments. This collective expertise in senior leadership positions prior to Plexos for the administration and completion of complex programs exceeded $30 billion.



Plexos is managed by David F. Odom P.E., PMP, President and CEO; Kirk Fisher, COO and CFO; and Paul W. Rainwater, Chief Strategy Officer. Corporate headquarters are in Baton Rouge, Louisiana with office locations in Texas, Boston, Florida, New Orleans, Alabama, New York, and Puerto Rico.

Subcontractor

CDR Maguire, Inc. was founded in 1938 on the principle of providing personalized consulting engineering service. Their multi-disciplinary workforce, consisting of more than 200 employees, is currently managing $2 billion of construction value for government clients. They are a full-service, multi-disciplinary Emergency Management and Transportation Engineering firm with over 200 employees, and offices in Texas, Florida, Colorado, Pennsylvania, Rhode Island, Massachusetts, Connecticut and the U.S. Virgin Islands. Their corporate headquarters are in Miami, FL. Our commitment to excellence, combined with our responsiveness, has gained us an outstanding reputation in the field of emergency management and more importantly, the trust and confidence of our clients.

Capacity to Perform

Plexos is proposing a team that combines highly specialized individuals with more than twenty-three (23) years of CDBG experience to assist the City of Galveston in the development of applications and projects as well as the implementation and management of CDBG-MIT programs funded through the U.S. Department of Housing and Urban Development (HUD). In addition, we are well-positioned to supplement Galveston's existing personnel resources to ensure effective implementation of programs and policies outlined in the approved Action Plan.

Plexos service offerings include CDBG-DR and hazard mitigation subject matter expertise, including but not limited to the following:

- ☑ Pre- and Post-Disaster Recovery planning, response, and recovery initiatives;
- ☑ Development of CDBG-DR action plans and amendments;
- ☑ HUD and FEMA grants management and administration (to include financial management, procurement, and audit response);
- ☑ Tier I and Tier II reviews and management of environmental remediation services;
- ☑ Design and management of single-family and multi-family housing rehabilitation, reconstruction, and elevation programs;
- ☑ Buyout and Acquisition Programs (including the designation of Disaster Risk Reduction Areas);
- ☑ Development and management of large-scale infrastructure projects jointly funded by HUD and FEMA; Uniform Relocation Assistance and Real Property Acquisition Act (URA);

Collectively, the resumes of the proposed Plexos Team fully demonstrate the ability to carry out all services required in the scope of services section of Request for Proposal Number 20-11 for CDBG-MIT Administrative Services.

Lara Robertson, AICP, Project Manager and SME, has more than 23 years of CDBG experience and has been responsible for the management of the largest CDBG-DR and FEMA funded housing

and elevation programs. During her career, Lara has provided management and SME support for over $22 billion in CDBG-DR and FEMA funds, covering 13 disasters, for 8 grantees.

Richard Gray, Infrastructure and Compliance SME, has more than 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance for the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR infrastructure and community facility projects exceeding $15 billion in funding.

Anil Desa, PE, Project Development and Management, has more than 27 years of engineering, project development, and grant management experience successfully directing multi- disciplinary teams for FEMA, and CDBG-DR funded infrastructure projects in Louisiana, Mississippi, and South Carolina.

Tina Hauk, Environmental Services, has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58). Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana.

Kim Flowers, Grant Administration/Mitigation SME, has more than 22 years of emergency management and recovery experience. This experience includes 13 years of managing CDBG- DR and FEMA HMGP funded programs in the states of Louisiana, New York, New Jersey, Georgia, and Florida as well as the territory of Puerto Rico.

Parker Cole, Construction Manager, has more than 15 years of construction management experience with a focus on overall operations, quality control, and optimizing program processes for CDBG-DR and FEMA funded programs. He has provided his expertise to the states of Texas, Louisiana, New York, New Jersey and the territory of the U.S. Virgin Islands.

George Duffee-Braun, Finance Manager, has more than 40 years of CEO experience and 15 years of CDBG-DR financial management experience. He was personally responsible for the disbursement and reconciliation of over $9 billion in CDBG-DR funding without HUD concerns or findings during the State of Louisiana's recovery from Hurricanes Katrina and Rita.

David Welker, **Anti-Fraud, Waste, and Abuse SME** has extensive law enforcement expertise and anti-fraud experience resulting from the establishment and operation of the anti-fraud group for the $12 billion *Deepwater Horizon Economic and Property Settlement Program* and management of the fraud team for the $230 million *U.S. Virgin Islands Emergency Home Repairs STEP program.*

Jared George, Project Manager, has **24 years** of experience managing public-sector finances and overseeing accounting projects for governmental agencies and **14 years** of disaster recovery projects including CDBG-DR, FEMA PA and HMGP in the states of Alabama, Arkansas, Colorado, Florida, George, Kentucky, Louisiana, New York, Oklahoma, Rhode Island and Texas.

Sharon K.M. Bedasee, Project Manager, has **16 years** of hazard mitigation planning and emergency management experience. The majority of her experience is with the U.S. Department of Homeland Security — FEMA, where she trained FEMA employees on analyzing HMGP submissions using the BCS Module Template, as well as training state and local applicants on how to apply for HMGP using the BCS Module Template.

Kenny Frank Day, PE, has more than 45 years of public and private experience and has served as Florida Department of Transportation's (FDOT) Recovery Manager from 1995-2005. Most recently, he was a project manager for Hurricane Michael in the Florida Panhandle for FDOT.

Resumes are in *Section C. Statement of Qualifications.*

Plexos has supported the management of more than $11 billion in CDBG-DR programs in various capacities at state and local levels of government for Louisiana, Texas, New York, New Jersey, North Carolina, South Carolina, Florida, and Puerto Rico.

Statement of Resources

Plexos employs over 100 personnel serving in disaster recovery fields such as All Hazards Planning, FEMA Public Assistance and Hazard Mitigation, CDBG-DR, Case Workers, Cost Estimators, Housing Inspectors, QA/QC, Finance, etc. Under this contract, Plexos will staff in accordance with the City of Galveston requirements and have the capacity to expand or reduce based on the needs of the city.

Additionally, Plexos has a standing tradition to engage local resources in the disaster recovery effort. In all cases, we have sought the assistance of local staffing agencies to occupy non-technical positions as a way of having local citizens participate in the recovery. Moreover, we fully engage with the community and make every attempt to employ local citizens who may have lost their employment due to the disaster.

The Right Relationships

- ☑ U.S. Department of Housing and Urban Development **(HUD)**
- ☑ HUD Office of Inspector General **(OIG)**
- ☑ The Office of Management and Budget **(OMB)**
- ☑ U.S. Government Accountability Office **(GAO)**
- ☑ Federal Emergency Management Agency **(FEMA) Regions II, IV, VI, and VII**
- ☑ U.S. Department of Homeland Security **(DHS)**
- ☑ **DHS OIG**
- ☑ U.S. Army Corps of Engineers **(USACE)**
- ☑ Natural Resources Conservation Service **(NRCS)**

Related Experience

FEMA and HUD CDBG-DR Experience

The Plexos Team has an unprecedented level of expertise at federal, state, and local levels managing projects funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). We offer the full spectrum of disaster recovery services, from pre-disaster planning, program development and management, and project close out.

As a company, Plexos has provided planning, emergency response, and recovery operations for state, territorial, and local governments resulting from **13 disasters** and has supported the management of large-scale recovery operations totaling more than **$26 billion** in federal funding. Our team includes qualified professionals who have worked side-by-side with the U.S. Department of Housing and Urban Development, FEMA Regions II, IV, VI and VII, and many state and local emergency management officials before, during and after disasters.

State agency engagements include the Texas Department of Emergency Management (TDEM), Texas General Land Office (GLO), Louisiana Office of Community Development – Disaster Recovery

Unit (OCD DRU), Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), South Carolina Emergency Management Division (SCEMD), North Carolina Governor's Office of Recovery and Resiliency (NCORR), New York Governor's Office of Storm Recovery (GOSR), the Territories of the U.S. Virgin Islands and Puerto Rico, and many others.

Recent and Relevant Experience

Some of Plexos' disaster recovery projects are reflected below:

2020	Louisiana Office of Community Development Disaster Recovery Unit	Louisiana Watershed Initiative Program— **2019 to present**	**$1.2 Billion** CDBG-MIT Funding
2020	City of Columbia, South Carolina Community Development Department	2015 Flooding, Columbia, South Carolina — **2015 to present**	**$26 Million** CDBG-DR Funding
2020	City of Columbia, South Carolina	2015 Flooding, Columbia, South Carolina — **2015 to present**	**$352 Million** FEMA Funding
2020	Puerto Rico Department of Housing	Home, Repair, Reconstruction, and Recovery (R3) Program— **2019 to present**	**$2.18 Billion** CDBG-DR Funding
2020	Texas General Land Office	Hurricane Harvey Recovery Program— **2018 to present**	**$1.1 Billion** CDBG-DR Funding
2020	Louisiana Office of Community Development Disaster Recovery Unit	Restore Louisiana Program— **2017 to present**	**$1.8 Billion** CDBG-DR Funding
2020	New Jersey Department of Community Affairs	New Jersey RREM Program— **2017 to present**	**$1.34 Billion** CDBG-DR Funding
2020	North Carolina Office of Recovery and Resiliency (NCORR)	RebuildNC Program— **2019 to present**	**$422 Million** CDBG-DR Funding
2020	New York Governor's Office of Storm Recovery (GOSR)	NY Rising Programs— **2016 to present**	**$2 Billion** CDBG-DR Funding
2019	North Carolina Emergency Management (NCEM, now NCORR)	Hurricane Matthew Recovery— **2018 to 2019**	**$236.5 Million** CDBG-DR Funding
2017	New York City Housing Recovery Office	Build-it-Back Program— **2014 to 2017**	**$1.4 Billion** CDBG-DR Funding

Public Works / Infrastructure Experience

Our FEMA Public Assistance experience with the City of Columbia is fully described in *Section D. References* as Project Reference #2. This experience is directly related to the scope of services included in this RFP. Plexos has assisted the city with more than 20 FEMA Public Assistance projects, two Hazard Mitigation Grant Program projects, and one HUD CDBG-DR program. FEMA PA services provided include:

- Performing damage assessments
- Providing scopes of work
- Providing cost estimates
- Providing Benefit Cost Analyses for HMGP
- Assisting in procurement of A/E services
- Attending progress meetings
- Reviewing plans and bid documents
- Reviewing invoices
- Ensuring compliance with regulations

Experience with the City of Columbia

Plexos has provided public assistance, housing and infrastructure services to the City of Columbia:

- ☑ **FEMA PA: $334 million**
- ☑ HMGP: $18 million
- ☑ CDBG-DR: $26 million

Related Experience

See *Section D. References* for complete project descriptions for similar projects.

As can be seen by reviewing the firm's experience and qualifications of Plexos personnel assigned to the Galveston project, Plexos has a deep bench of experts with over 160 years of collective expertise providing grant management services for both HUD and FEMA programs. The experience of our staff includes providing the full range of CDBG-MIT services from application development, project development of CDBG-MIT identified initiatives, program administration, and close-out.

More specifically, our proposal outlines the tasks and processes necessary to fulfill the city's needs as outlined in the RFP to include, but not be limited to, the following:

- Administrative Duties
- General Administrative Duties for Infrastructure
- Project Development and Management
- Environmental Services
- Construction Management

Plexos' approach to the Scope of Work is broken down by pre- and post-funding activities and specifically outlines the high-level tasks that are necessary to meet GLO requirements and achieve compliance with:

- HUD CDBG-MIT Federal Register Notice (84 FR 45838 published August 30, 2019)
- TX GLO CDBG-MIT Action Plan
- TX GLO CDBG-MIT Program Guidelines
- TX GLO and HUD Monitoring Checklists for cross-cutting requirements

CDBG Program Expertise

- ☑ CDBG-DR Mitigation and Disaster Recovery Grant Management
- ☑ CDBG-DR Action Plan Development and Amendments
- ☑ CDBG-DR Policies and Procedures: Infrastructure and Housing
- ☑ Buyout and Acquisition / Uniform Relocation Act (URA)
- ☑ Compliance and Monitoring
- ☑ QA/QC
- ☑ Capacity Building
- ☑ Technical Assistance
- ☑ Training

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F. METHODOLOGY

Pre-Funding Services

CDBG-MIT Project Identification

Upon project award, the Plexos Team will initiate a kick-off meeting with the City of Galveston to discuss the TX GLO and HUD requirements related to CDBG-MIT funding as outlined in the state's approved Action Plan and program guidelines. In addition, our team will work with the city to finalize the list of potential projects to be submitted for CDBG-MIT funding.

Each identified project will be evaluated and ranked by the team to determine its "fundability". This review includes an evaluation of the project to determine if HUD requirements for mitigation funding can be met as outlined in the Federal Register Notice and approved Action Plan. In general, these HUD requirements include, but are not limited to, the following:

- Meeting the definition of "mitigation" activities;
- Addressing current and future risks as identified in TX GLO's Mitigation Needs Assessment of MID areas;
- Qualifying as a CDBG eligible activity; and
- Meeting a national objective, including additional criteria for mitigation activities and Covered Projects.

What is "Mitigation"?

For the purposes of the CDBG-MIT Federal Register Notice, mitigation activities are defined as those activities that increase resilience to disasters and:

1) reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, and
2) decrease the impact of future disasters

Projects will also be reviewed for effectiveness in advancing community resilience and will be assessed and ranked according to the following criteria:

- Impact to long-term community resilience;
- Alignment with other locally and regionally planned capital improvements; and
- Contribution in advancing community-level and regional planning for current and future disaster recovery efforts;
- Compatibility with other mitigation investments.

- Another factor that will be considered is the ability of each project to leverage CDBG-MIT funds with funding provided by other federal, state, local, private, and non-profit sources which is a priority of TX GLO due to the limited amount of CDBG-MIT funding available. In addition, the project will also be evaluated to ensure that it is sustainable for long term operation and maintenance.

Upon review, our team will meet with designated city representatives to review the results and rank projects for the TX GLO's competitive application process.

CDBG-MIT Competitive Application Development and Submittal

Plexos will develop CDBG-MIT applications for the City of Galveston based upon the city-approved project list in accordance with Federal Register Notice, TX GLO Action Plan and program guidelines. During this process, Plexos will ensure that all required forms, supporting documentation, and cost estimates are attached to the application and submitted by the applicable application deadline. In addition, Plexos will assist the city in the response to any follow up questions and/or requests for additional information during the application and funding process.

Once awarded, Plexos will assist the city to execute the Subrecipient Agreement with TX GLO by ensuring that the project Performance Statement, Budget, and Project Implementation Schedule are complete and accurately reflect the scope of work for the project. In conjunction with the execution of a Subrecipient Agreement, Plexos will assist the city to successfully launch approved project activities and obtain release of funds in accordance with TX GLO program guidance and *TX GLO CDBG-DR Implementation Manual*.

Post-Funding Services

Project Start-Up Activities

In order for the city to request the release of CDBG-MIT funding from TX GLO, Plexos will assist with the development and collection of all required project-start up documentation (also known as evidentiary materials) including, but not limited to, the items specified in the *TX GLO CDBG-DR Implementation Manual* as shown in Figure 1. Prior to the launch of each project or program, Plexos will also assist the city to put systems in place that will enable the tracking and reporting of all project activities as required by the Subrecipient Agreement with TX GLO and DRGR reporting system.

As part of this effort, Plexos will establish a Project Management Plan which will assist the city to manage projects in accordance with established requirements, financial and project performance projections. In addition, Plexos will establish a record-keeping and filing system to document all required project documentation for review and monitoring by TX GLO, HUD, and HUD OIG. Supplemental to this effort, Plexos will also assist the city to establish effective grant management procedures and complete the environmental review process in order to obtain a release of funds.

Required project start-up documentation is listed in **Figure 1**.

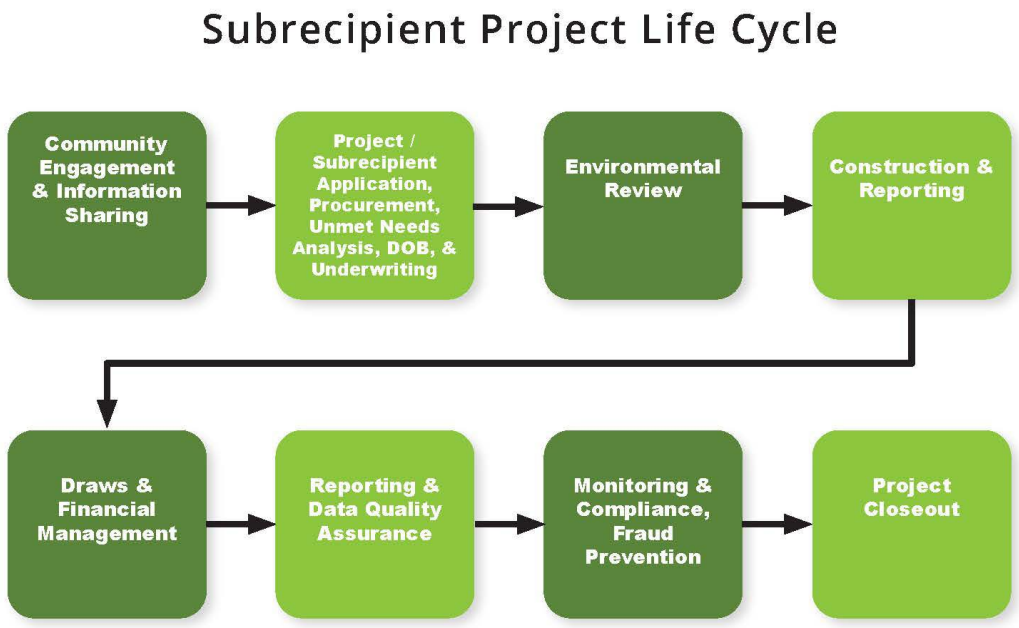
***Figure 1**. Plexos is experienced with providing all required start-up documentation.*

Required Project Start-up Documentation

- Comprehensive Annual Financial Report/Independent Auditor's report;
- Environmental Exemption Form for Professional Services;
- Depository/Authorized Signatories Designation Form;
- Resolution Authorizing Signatories;
- Proof of Insurance Coverage – Fidelity Bonding, if applicable;
- Direct Deposit Authorization;
- Texas Identification Number (TIN), if applicable;
- Adopted Financial Policies and Procedures;
- Adopted Procurement Policies and Procedures;
- Financial Interest Report for Engineering services, if applicable;
- Financial Interest Report for Project Delivery services, if applicable;
- Financial Interest Report for Environmental services, if applicable;
- Initial Real Property Acquisition Report;
- Appointment of Labor Standards Officer;
- Appointment of Civil Rights Officer (EEO/FH/Section 504);
- Appointment of Section 3 Coordinator;
- Citizen Participation Plan including complaint and grievances procedures;
- Nondiscrimination/Equal Employment Opportunity Policy;
- Policy and notice of nondiscrimination on basis of handicapped status;
- Excessive Force Policy;
- Section 3 Policy;
- Section 504 Self-Evaluation Review;
- Section 504 Grievance Procedures;
- Civil Rights Resolution regarding Citizen Participation, Section 3, Excessive Force, Section 504 Policy and Grievance Procedures, and Fair Housing Policy;
- Civil Rights Notices; and
- Fair Housing Activity documentation.

A general flow chart of the subrecipient grant award, implementation, and closeout process is shown in **Figure 2.**

Figure 2. *This flow chart represents the project life cycle of a subrecipient's grant award as shown in the TX GLO CDBG-DR Implementation Manual.*



Grant Administration Services—General

a) Administrative Duties

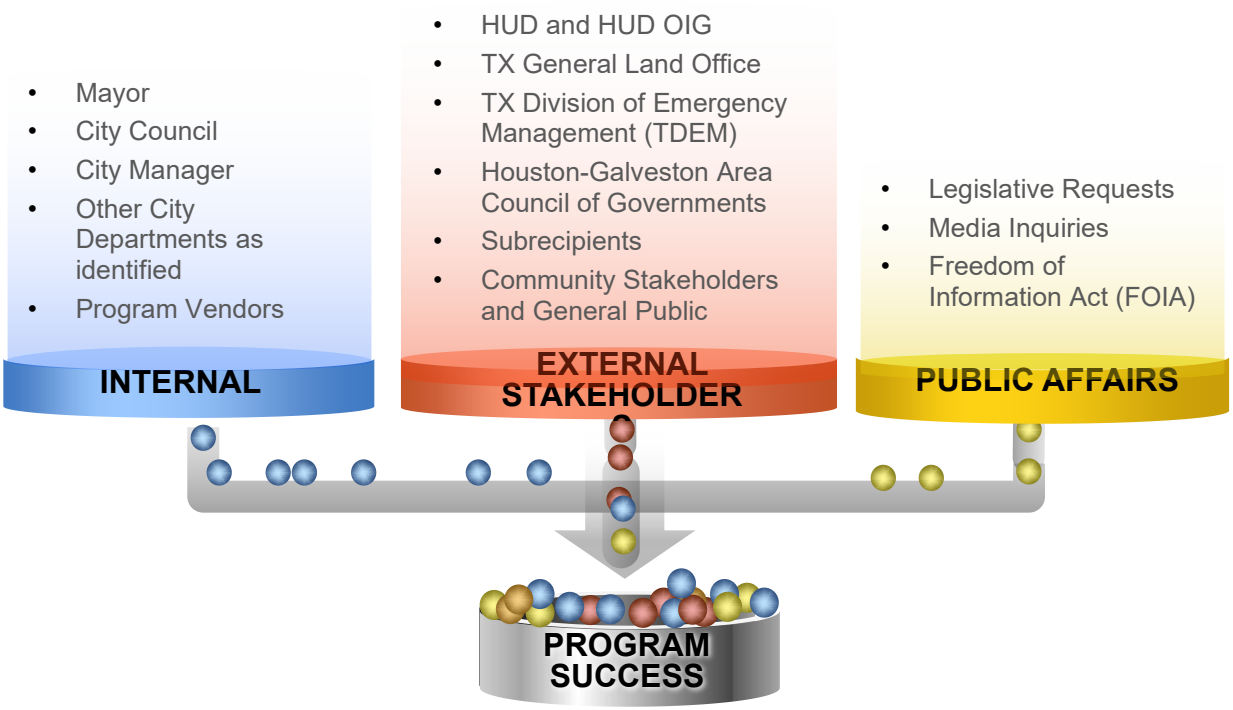
i. Coordinate, as necessary, between sub-recipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.

During the life cycle of the grant, Plexos staff will coordinate the development and implementation of city projects with city staff, departmental heads, as well as other agencies and subcontractors to ensure that projects that are submitted and approved for funding meet all HUD and TX GLO requirements. Coordination of project activities is expected to include, but is not limited to, the following (as shown in **Figure 3**):

- Mayor and City Manager's Office
- City Departmental Heads (Finance, Engineering, Legal)
- City Contractors and subcontractors (Engineering, Architectural, Construction, etc.)
- Federal Agencies (HUD, FEMA, SBA, etc.)

- TX General Land Office (GLO)
- TX Division of Emergency Management (TDEM)
- Houston-Galveston Area Council (HGAC) and other regional agencies
- Community Stakeholders and the Public

Figure 3. *Plexos understands that a successful program requires coordination of project activities and collaboration with internal and external stakeholders.*



ii. May assist in public hearings.

As required and requested, Plexos staff will conduct outreach, facilitate community meetings, and attend all required public hearings. Attendance at meetings includes the development of presentation materials and handouts as necessary and appropriate. All meeting spaces and materials will meet Section 504 requirements so that they are readily accessible to the public or are made available upon request.

iii. Will work with GLO's system of record.

Once the CDBG-MIT contract is awarded, Plexos work with TX GLO to obtain training (including user manuals), access, and adequate user permissions for the CDBG-MIT system of record. As a part of this process, TX GLO will be provided with a list of Plexos personnel who will require access to the system in order to submit and upload all documentation during the life cycle of a project.

Prior to being provided access to GLO's system of record, all Plexos staff will be required to review and acknowledge policies related to the IT Acceptable Uses, Confidentiality, and Protection of Personally Identifiable Information (PII).

Plexos staff will also receive internal training on GLO's system so that they can proficiently perform each job function in an efficient manner. Ongoing training will also be provided as updates to the system and/or business requirements occur.

During the course of program operations, all staff must adhere to internal Plexos performance standards which require the upload of all required documentation within 24 hours of receipt/completion, unless more stringent metrics are required by the TX GLO and/or the City of Galveston. In addition, all data entered into the system of record will be subject to review as part of the project QA/QC process.

> **Responsible access to the TX GLO System of Record**
>
> Prior to receiving access, all Plexos staff will be required to review and acknowledge Plexos policies related to:
>
> - ☑ IT Acceptable Uses
> - ☑ Confidentiality
> - ☑ Protection of Personally Identifiable Information (PII)

iv. Provide monthly project status updates.

Monthly project status updates will be provided in a written format approved by the city by the end of the first calendar week of each month. In addition to written monthly reports, project personnel will maintain regular communication with designated city personnel via weekly meetings, email, and other written correspondence. Plexos project personnel will also provide regular reports to the city council as necessary and appropriate. Additional reports will also be provided to the city as required in order to assist TX GLO with HUD Disaster Recovery Grant Reporting (DRGR) requirements and any other program inquiries.

v. Funding release will be based on deliverables identified in the contract.

Upon award, Plexos will develop a Project Management Plan outlining all contractual deliverables, timeframes for completion, and payment milestones. Once approved by the city, Plexos financial staff will monitor project deliverables and submit invoices at agreed upon payment milestones as project activities are completed. During this process, our staff will meet with the Director of the City Finance Department and/or other city designated personnel to obtain guidance regarding preferred invoicing formats and documentation. All invoices will be accompanied by source documentation as required by the city and 2 CFR Part 200.

> Plexos has provided expertise in reporting and analytics for FEMA and HUD CDBG-DR programs including the Louisiana Restore Program, New York City Build-it-Back, and USVI Emergency Home Repair Program.

vi. Labor and procurement duties.

Projects financed with CDBG-DR/CDBG-MIT funding require that certain procedures be followed in order to comply fully with applicable federal and state requirements. For example, federal and state labor standards require grantees, subrecipients, and contractors to meet and document compliance with certain rules associated with the employment

of workers. The Plexos Team has extensive experience with the policies and procedures that must be followed when undertaking construction projects, including bid preparation, monitoring and compliance in conformance with Davis Bacon and HUD equal opportunity requirements.

Upon contract award for applicable projects, Plexos' Labor Standards Officer (LSO) will work with the city in order to complete the *GLO required Appointment of Labor Standards Officer Form* which is required for all Subrecipient Agreements for construction related projects. The LSO will be responsible for the regulatory administration and enforcement of the federal labor standard provisions including, but not limited to, the following:

- Providing pre-construction advice and support to the city and other assigned project professionals (engineers, architects, etc.). This includes the preparation of compliant bid packages and coordination with project professionals to write bid specifications that provide a clear and accurate description of technical requirements for materials and products to be provided.
- Pre-bid support also includes obtaining the proper Davis-Bacon prevailing wage rates and ensuring that the rates and all applicable provisions are incorporated into all construction bid documents, sample construction contracts, and subcontracts. In addition, the LSO will be responsible for validating that all contractors meet program licensing requirements and have not been debarred from work on federal projects.
- Post-award the LSO will be responsible for holding and documenting the pre-construction conference and monitoring labor standards compliance through regular site visits, conducting interviews with construction workers at the job site, and documenting the posting of applicable Davis-Bacon wage rate and Department of Labor's "Notice to All Employees". In addition, the LSO will review weekly payroll reports to ensure required wages are being paid in accordance with the contract.
- Oversight of any required enforcement actions that may be required. The LSO will also coordinate any contractor sanctions that may be necessary with appointed city personnel.

Regulatory and Program Compliance

Richard Gray, Compliance and Monitoring SME …

- ☑ More than **38 years** of CDBG and CDBG-DR compliance and monitoring experience
- ☑ **Former Director** of Compliance with the State of Louisiana
- ☑ Responsible for compliance and monitoring more than **1,400 CDBG-DR projects exceeding $15 billion** in federal funds

vii. Financial duties:

a) Prepare and submit all required reports (Financial Interest, etc.)

Effective financial management is required for almost all phases of CDBG-DR/CDBG-MIT programs. For this reason, it is important that all costs incurred or paid by the City of Galveston are necessary, reasonable, allowable, and allocable to the GLO funded project as governed HUD regulations, Federal Office of Management and Budget (OMB), and other federal, state, and local policies. In order to achieve compliance, our assigned Financial Manager, George Duffee-Braun, is well versed in the following federal and state regulations governing financial management and reporting:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR/CDBG-MIT program;
- 2 CFR § 200, including all of Subpart E Cost Principles;
- Uniform Grant Management Standards (UGMS) - Texas Comptroller of Public Accounts and guidance under 2 CFR § 200;
- Texas Local Government Code Chapter 171

In addition, it should be noted that Plexos Group financial staff have been responsible for financial management and reporting on CDBG-DR funded activities in response to most major disaster recovery projects since Hurricane Katrina. As a result, George Duffee-Braun has over 15 years of CDBG-DR financial management experience and has been personally responsible for the disbursement and reconciliation of over $9 billion in CDBG-DR funding without HUD concerns or findings. His expertise will ensure that each city CDBG-MIT funded project is compliant through the implementation of effective financial controls and program operations. In his role, he will be responsible for tracking all program data, financial performance, and reporting. Financial reporting will include, but is not limited to, the following:

- Reconciliations of funding, expenditures, and program income;
- Management of contracts, purchase agreements and payments;
- Preparation and submittal of draw requests;

George Duffee-Braun,
Proposed Financial Manager

- ☑ **15 years** of CDBG-DR financial management experience
- ☑ Well versed in state and federal financial management and reporting including **Texas-specific regulations**
- ☑ Personally responsible for the disbursement and reconciliation of more than **$9 billion with NO HUD findings**

- Collection and reporting of all financial data as required for GLO's quarterly (QPR) as well as annual and other required reports; and
- Compliance with Section 3 and M/WBE reporting requirements.

b) Assist sub-recipient with the procurement of audit services.

Plexos Group team members have assisted grantees and subrecipients in responding to financial audits covering over $9 billion CDBG grants and over $14 billion in settlement funds for the BP Oil Spill. These audits and monitoring activities have resulted in no significant findings. As such, Plexos Group is fully prepared to assist the city in the procurement of audit services that will address the requirements of CDBG-MIT funding as well as 2 CFR Part 200.

> **Audit Services Expertise**
>
> Plexos team members have assisted grantees and subrecipients in responding to audits covering more than **$9 billion CDBG grants** and more than **$14 billion in settlement funds** for the BP Oil Spill.

In addition, Plexos will assist the city to ensure that an Audit Certification Form (ACF) is submitted to GLO within 60 days after the end of each fiscal year in which the city has an open Subrecipient Agreement and initiating audit activities. Supplemental to these efforts, Plexos will also assist the city to:

- Coordinate written responses to any management decisions by GLO resulting from a single-audit report involving CDBG-MIT funding;
- Conduct follow-up for any corrective action that may be identified by GLO until the finding is resolved.

c) Assist sub-recipient in establishing and maintaining a bank account for disaster recovery funds.

With experience in multiple disaster recovery programs over the last 10+ years, Plexos Group has the expertise required to assist the City of Galveston to open/maintain project bank accounts, track and reconcile payments as well as provide accurate financial reporting on the use of the city's mitigation funds. This includes any leveraged funding that supplements CDBG-MIT funded projects.

As part of our financial services, Plexos will set up the city's project account and accounting system to:

- Provide distinct accounting information for separate eligible activities;
- Accurately reflect and record all project encumbrances/obligations against distinct line items:

> **Lara Robertson, AICP,**
> Project Manager
>
> **23 years** of managing HUD programs in compliance with:
>
> ☑ **Section 504**
>
> ☑ **Equal Employment Opportunity,** and
>
> ☑ **Fair Housing Requirements**

- Effectively track each grant award, unobligated balances, assets, liabilities, expenditures, program income, and any interest, if applicable. Plexos will also assist with the development and submittal of any applicable Financial Interest Report (s).

d) Implementation and coordination of Section 504 requirements:

Section 504 compliance has been an integral part of each CDBG-DR/CDBG-MIT program that Plexos has managed or provided program services during implementation. Lara Robertson, Project Manager, has over 23 years of experience managing HUD programs in compliance with Section 504, Equal Employment Opportunity, and Fair Housing requirements.

As part of CDBG-DR start-up activities, Plexos will assist the city to complete the following:

- Appointment of a Civil Rights Officer (EEO, FH, Section 504), if one has not already been designated;
- Conducting a Section 504 review and developing a Transition Plan, if necessary; and
- Development and adoption of Section 504 Grievance Policy and Procedures.

Richard Gray,

Compliance Subject Matter Expert

- ☑ **38 years** of CDBG- and CDBG-DR compliance and monitoring experience
- ☑ **Former Director of Compliance** for the State of Louisiana
- ☑ Responsible for compliance and monitoring of more than **1,400 CDBG-DR infrastructure and housing projects exceeding $15 million** in federal funding

In addition, Plexos will ensure that all program/project activities such as outreach, completion of applications, case management, and construction meet Section 504 requirements by:

- Designating a Section 504 Coordinator for each program/project;
- Evaluating program/project facilities for ADA accessibility;
- Providing individuals with disabilities and limited English proficiency an equal opportunity to participate in the city's programs and services through the use of a TDD phone number and/or translators;
- Supplying appropriate auxiliary aids where necessary to ensure equal opportunity; and
- Ensuring that persons with disabilities have comparable access to and use of electronic information technology in compliance with federal Section 508 standards (which are supplemental to Section 504 requirements).

e) Program compliance

Program and/or project compliance and monitoring activities are on-going management control techniques that evaluate risk and asses the quality of a program over a period of time. Upon grant award, Plexos will develop Project Management and QA/QC Plans (to include review checklists) to ensure that all project procedures and policies meet CDBG-MIT, HUD, and GLO requirements. As part of this process, regular compliance reviews will be conducted with results provided to the city on a bi-weekly basis. These program reviews will be used to identify area of non-compliance, recommend corrective actions, and implement improvements. Review checklists will be based up the CDBG-MIT Federal Register Notice, HUD approved Action Plan, GLO Policies and monitoring checklists, and executed Subrecipient Agreement.

Richard Gray, Compliance Subject Matter Expert, has over 38 years of CDBG and CDBG-DR compliance and monitoring experience. In his role as Director of Compliance with the State of Louisiana, he was responsible for the compliance and monitoring of over 1,400 CDBG-DR projects exceeding $15 billion in federal funding. His expertise will be invaluable to the City of Galveston to ensure compliance of all program activities. In addition, he can be an invaluable resource during TX GLO and/or HUD monitoring of city CDBG-MIT projects.

f) Ensure that fraud prevention and abuse practices are in place and being implemented.

In addition to the Anti-Fraud, Waste, and Abuse (AFWA) efforts as outlined in Grant Administrative Services-Mitigation, Section a) viii, of this proposal, Plexos' financial manager will monitor internal controls and financial management activities to ensure compliance with 2 CFR Part 200. Any identified anomalies that warrant further review and/or investigation will be referred to David Welker for evaluation and coordination with the city and TX GLO as necessary.

g) Prepare and submit all closeout documents.

The closeout process is designed to ensure that CDBG-MIT activities have been completed and funds are expended in accordance with the city's Subrecipient Agreement, program policies, and federal requirements. This means that all financial, administrative, and performance issues related to the CDBG-MIT Subrecipient Agreement must be completed and any identified issues resolved to the satisfaction of GLO and HUD prior to final completion of program/project activities.

The closeout process is typically initiated when the following has occurred:

- All costs to be paid with CDBG-MIT funds have been expended and payment requests submitted, with the exception of closeout costs (final administrative and audit costs), and other costs approved in writing by GLO;
- The scope of work described in the city's approved Performance Statement has been completed; and
- All Subrecipient responsibilities covered by the grant agreement with GLO have been met.

Plexos fully recognizes that closeout does not begin at the end of the program. It is dependent on initial design and proper maintenance of records and reports throughout the life cycle of the

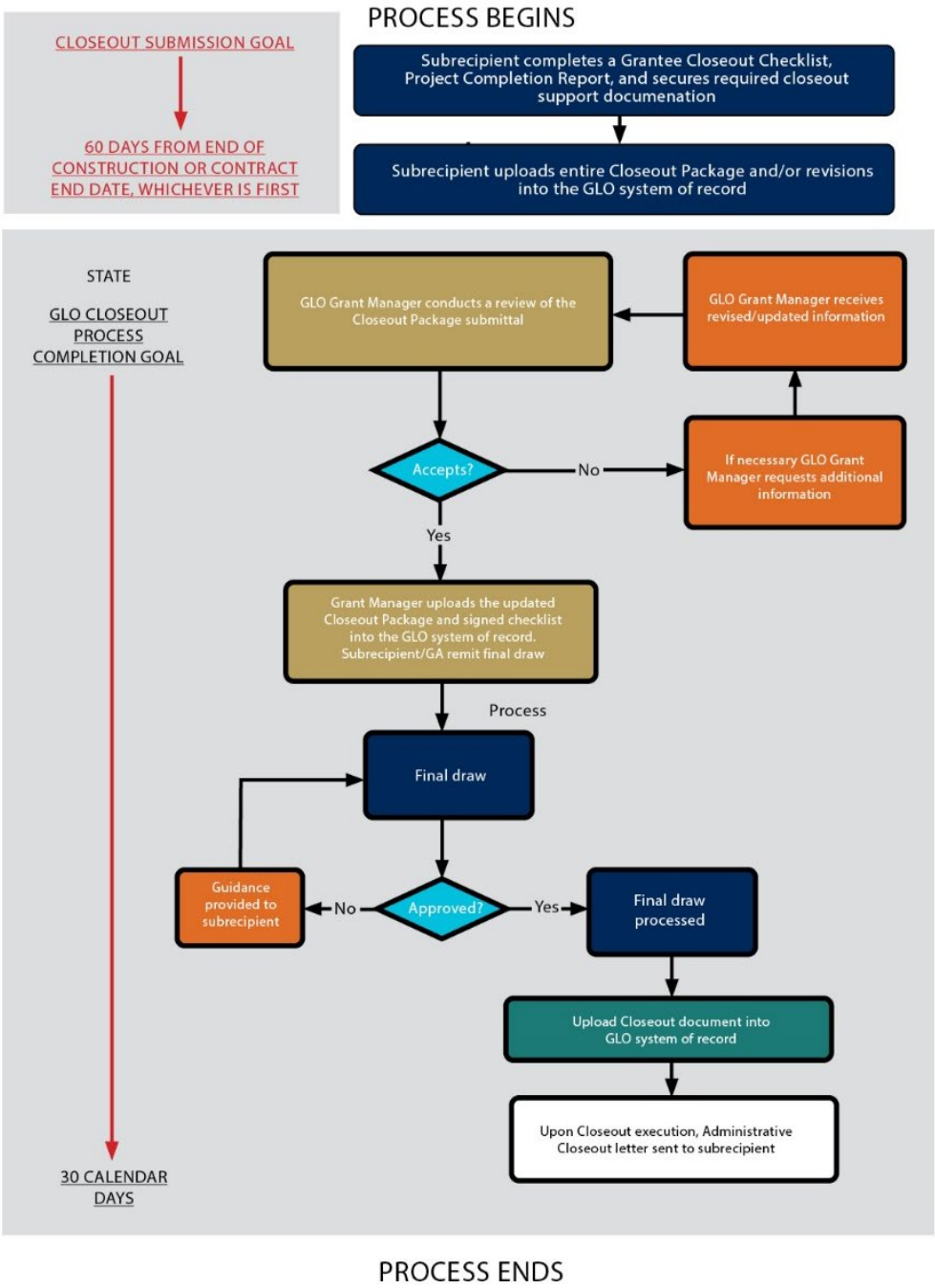
program. Plexos is not only experienced in HUD CDBG closeout procedures, it is prepared to meet GLO subrecipient requirements and will implement proactive procedures that will enable the timely closeout of program/project activities.

As part of the closeout process, Plexos will assist the city to:

- Develop and complete the Certificate of Expenditures (COE) documentation;
- Compile of the Final Financial Interest Report for all contracts executed under the CDBG-MIT Subrecipient Agreement;
- Complete final Beneficiary Detail Reports once all beneficiaries have been served by the project;
- Enter project activities, objectives, outcomes, and benefit indicators included in the Subrecipient Agreement Performance Statement;
- Develop final Project Map;
- Finalize and submit the GLO Grant Closeout Report (GCR) and all required supporting documentation within 60 calendar days after the city's Subrecipient Agreement end date (unless otherwise extended) or construction activities are completed;

Figure 4 depicts the GLO Closeout Process for Infrastructure Projects.

Figure 4. Texas GLO Closeout Process for infrastructure projects as shown in the TX GLO CDBG-DR Implementation Manual.



h) *Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.*

As previously referenced, Plexos will develop a Project Management Plan during the start-up phase of the contract. This plan will outline contractual timelines and performance measures (to include contract closeout provisions) for tracking and management by staff assigned to the city. Invoicing payment milestones and schedules to include the 60-day metric will be included as part of the plan.

i) Assist in preparation of contract revisions and supporting documents including but not limited to:

- *Amendments/modifications,*
- *Change orders.*

As prime contractor and subcontractor on multiple disaster recovery programs, Plexos experts have designed and/or implemented contract amendment and change order processes for large-scale programs in Louisiana, New Jersey, New York, U.S. Virgin Islands, and Puerto Rico. In these roles, Plexos has prepared all necessary information to document the need for a change and has also participated in review teams assessing the need for and approval of contract amendments/modifications included in proposed change orders.

> Plexos experts have designed and/or implemented contract amendments and change order processes for large-scale programs in Louisiana, New York, New Jersey, U.S. Virgin Islands and Puerto Rico.

Plexos will assist the city to process and approve contractual amendments and change orders by developing processes to:

- Log and document receipt of change order requests and contractual modifications;
- Review of request to determine applicability and cost reasonableness;
- Guide preparation of change request forms;
- Distribute requests to appointed city personnel for approval;
- Monitor and document the approval process; and
- Distribute changes to designed program personnel, contractors, and/or subcontractors.

b) Construction Management

i. The provider will assist the sub-recipient in submitting/setting up project applications in the GLO's system of record.

As described in the Pre-Funding Services section of this proposal, Plexos will develop CDBG-MIT applications for the City of Galveston based upon the city-approved project list in accordance with *Federal Register Notice*, *TX GLO Action Plan* and program guidelines. During this process, Plexos will ensure that all required forms, supporting documentation, and cost estimates are attached to the application and submitted by the applicable application deadline as established by GLO.

Post-Funding Services for programs that include the identification and set-up of individual projects will also be entered into GLO system with all required documentation within 24 hours of receipt and/or completion. Prior to the upload of this documentation, QA/QC reviews will be performed in order to ensure that all information uploaded into the system is complete and accurate.

ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the sub-recipient by coordinating to acquire the necessary documentation.

Parker Cole, Construction Management Expertise

- ☑ **15 years** of construction management experience on disaster recovery programs
- ☑ Performed thousands of inspections for disaster-damaged properties in **Texas, Louisiana, New York, New Jersey, USVI**

Plexos will assist the City of Galveston to develop and compile all contract/bid packages meeting or exceeding GLO procurement policies, 2 CFR Part 200, and Davis Bacon requirements, if applicable. As part of this process, Plexos will also assist the city to develop independent pre-bid cost estimates meeting HUD procurement requirements in order to establish the cost reasonableness of submitted bids. In addition, bid packages will include all federally required "Statement of Assurances" outlining all cross-cutting federal requirements.

Non-residential construction bids or residential bids meeting HUD requirements (8 or more units) which are anticipated to exceed $2,000 will be developed in compliance with Davis-Bacon requirements. As part of this process, Plexos' Labor Standards Officer will utilize HUD's Davis Bacon Bid Checklist and assist the city to:

- Coordinate development of technical requirements and independent pre-bid cost estimates with city engineer and/or architect;
- Obtain applicable wage decision for the project as established by the U.S. Department of Labor by type of work and construction work classifications. The LSO will also confirm the wage decision in the bid specifications 10 calendar days or less prior to the bid opening. The wage decision will be documented using the GLO 10-Day Confirmation Form.
- Ensure that the sample construction contract included in the bid package meets all procurement requirements, flow down provisions, and labor standards.

Bid Packages will be reviewed for completeness and accuracy prior to submitting them to the city for approval and posting. Once bids are submitted, the Plexos construction management team will assist the city during the bid opening and determining contractor eligibility for contract award (licensing and debarment). Documentation not submitted as part of the bid process (typically includes required insurance policies) will be compiled by the construction management team in

conjunction with the Labor Standards Officer. All bid packages and submittals will be reviewed for completeness and documented in the city's procurement files and GLO system of record.

iii. The provider may monitor, report, and evaluate contractor's performance; notify the sub-recipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

During the start-up phase of the project, the Plexos construction management team will develop Construction Management Standard Operating Procedures (SOPs) which will outline construction performance metrics, payment milestones, change order process, cure notifications procedures, and methodology to reassign construction work for noncompliance or lack of performance. In addition to the Construction Management SOPs, the construction management team will also develop a Contractor Scorecard SOP and point system to evaluate performance. The purpose of this SOP will be to monitor and measure contractor performance and inform the contractor selection process when work is assigned or bid. At periodic intervals during the program and/or project, Plexos will monitor and review the performance of contractors using the scorecard which will evaluate rate of project completion, construction durations, quality of workmanship, and compliance with program requirements to include Section 3 and M/WBE hiring and reporting.

iv. The provider may assist the sub-recipient with project activity draws / close out.

Construction Management Policy and Procedures Expertise

Lara Robertson AICP has **written** construction management policy and procedures manuals for New York and North Carolina, including:

- ☑ the complete construction management Standard Operating Procedures manual for GOSR's ***NY Rising Programs*** and NCORR's ***RebuildNC* Program,** and
- ☑ some of the sections for New York City's ***Build-it-Back Program***

In conjunction with the city's finance department, the Plexos Finance Manager will develop SOPs outlining the internal invoicing process as well as external procedures for Construction Contractors to request payment. These procedures will outline each step, include required payment and change order forms, and documentation. The construction management team will be responsible for verifying the amount and quality of completed work in advance of invoice approval.

Once all documentation is received, the Plexos Finance Manager will work with the city finance department to compile project draw requests by activity, track the payments, reconcile project funds, and initiate closeout once project activities are complete and all funds are expended. Closeout procedures will follow policies outlined in the *GLO CDBG-DR Implementation Manual,* unless otherwise amended for the CDBG-MIT program.

A QA/QC review will be completed prior to submittal of the closeout package to the city for review and approval.

vi. The provider may assist the sub-recipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the sub-recipient by coordinating to acquire the necessary documentation.

As previously described in Section g. of this proposal, Plexos will assist the city to complete final draw requests and the following closeout activities:

- Develop and complete the Certificate of Expenditures (COE) documentation;
- Compile the Final Financial Interest Report for all contracts executed under the CDBG-MIT Subrecipient Agreement;
- Complete final Beneficiary Detail Reports once all beneficiaries have been served by the project;
- Enter project activities, objectives, outcomes, and benefit indicators included in the Subrecipient Agreement Performance Statement;
- Develop final Project Map;
- Finalize and submit the GLO Grant Closeout Report (GCR) and all required supporting documentation within 60 calendar days after the city's Subrecipient Agreement end date (unless otherwise extended) or construction activities are completed;

A QA/QC review will be completed prior to submittal of the closeout package to the city for review and approval.

vii. The provider may assist the sub-recipient in developing Architectural and Engineering plans with guidance from the GLO.

Anil Desa, PE, Project Development and Management Expertise

- ☑ **27 years** of engineering, project development, and grant management experience
- ☑ Successfully directed multi-disciplinary teams for FEMA and CDBG-DR projects in **Louisiana, Mississippi, and South Carolina**

In addition to assisting the city in identifying and prioritizing projects for CDBG-MIT funding, Plexos will also provide expertise to the city in the preparation of conceptual plans, pre-bid cost estimates and construction milestone schedules in conjunction with TX GLO. As part of this process, Plexos' Project Development Manager will work with in conjunction with the city engineer to procure Architectural and Engineering (A/E) services. Upon award of A/E services, our engineer will:

- Prepare a schedule for design services, monitor A/E progress with regular meetings, and compare progress with baseline schedule.

- Assist the city to manage the selected A/E firms to ensure quality, timely designs in compliance with Local, State and Federal codes and regulations.
- Perform design reviews at preliminary design and final design milestones.
- Coordinate pre-bid cost estimates and required permitting.
- Review final bid documents for compliance with Federal procurement regulations.
- Coordinate with TX GLO as needed and required.

viii. Reassignment scope alignment (if necessary).

Based upon the change order and contractor evaluation SOPs (as outlined in Section iii of this proposal), Plexos' Project Development Manager will work with the construction management team to review each change order request to ensure that any proposed contract modifications and/or change orders are necessary and cost reasonable. In addition, Plexos will prepare independent cost estimates and validate Change Order costs. As part of this process, Plexos will make recommendations to the city for approval or modification of the requests or need for the reassignment of work. All contractual modifications and change orders will be retained in the city's project files and uploaded to the GLO system of record once complete and reviewed for accuracy.

Grant Administration Services—Mitigation

a) Administrative Duties

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.

Plexos will ensure Galveston compliance with all CDBG-MIT requirements by developing program policies and procedures for the city that reflect:

- HUD CDBG-MIT Federal Register Notice (84 FR 45838 published August 30, 2019).
- TX GLO CDBG-MIT Action Plan (currently pending HUD approval)
- TX GLO CDBG-MIT Program Guidelines

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities. TX GLO and HUD Monitoring Checklists for cross-cutting requirements.

Proposed CDBG-MIT policies and procedures will be submitted to the city, and TX GLO as required, for review and approval prior to implementation of program and/or project activities.

In addition to compliant policies, the Plexos team will evaluate program risks and implement robust Quality Assurance and Quality Control (QA/QC) processes based upon CDBG-MIT requirements. Management of these processes include:

- Development of a Risk Assessment and QA/QC Plan (to include review checklists);
- Implementation of standardized operational reports for city management;
- Management of quality control reviews on processes and standard operating procedures resulting in data outputs and reports used to decrease errors and increase accuracy of project calculations/costs, scope, and duration; and
- Recommend process improvements and mitigation strategies for potential risk areas based upon extensive data analysis, reporting, and forecasting.

Kim Flowers, Grant Administration and Mitigation Subject Matter Expert

- ☑ **22 years** of emergency management and recovery experience
- ☑ **13 years** managing CDBG-DR and FEMA HMGP programs in Louisiana, New York, New Jersey, Georgia, Florida, Puerto Rico

ii. Assist subrecipient in establishing and maintaining financial processes.

The requirements for financial management systems and reporting are found in 24 CFR Part 85.20 for governmental subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving federal funds has a financial management system sufficient to:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.
- Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

George Duffee-Braun, assigned Plexos Finance Manager, will ensure that all in 24 CFR Part 85.20 requirements are met in the following areas:

- ❒ **internal controls,**
- ❒ **accounting records,**
- ❒ **allowable costs,**
- ❒ **source documentation,**
- ❒ **budget controls,**
- ❒ **cash management,**
- ❒ **financial reporting, and audits.**

- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

Where city financial processes for CDBG-MIT funding are already in place, they will be reviewed for compliance in meeting the HUD CDBG-MIT and state requirements. Where such processes do not yet exist or are not sufficiently documented, assistance will be provided to the city to develop and/or documenting financial processes in program SOPs for financial management.

iii. Obtain and maintain copies of the sub-recipient's most current contract including all related change requests, revisions and attachments.

Upon contract award, Plexos staff will set up a project filing system based upon standardized HUD checklists for compliance and monitoring. Depending upon the resources available to the city, the filing system will be maintained in a paper and electronic format. In addition, Plexos will upload all project documentation into the TX GLO system of record in accordance with system requirements and the state's CDBG-MIT guidance. In addition to the current Subrecipient Agreement, all project start up documentation (also known as evidentiary materials (as listed in the *Post-Funding Services* Section of the proposal) will be uploaded and maintained.

Contracts with all program/project contractors, change requests, amendments and documentation will also be maintained in an electronic and paper format unless otherwise directed by the city.

iv. Establish and maintain record keeping systems.

Accurate record keeping is crucial to the successful management of CDBG-DR/CDBG-MIT funded activities. Insufficient documentation could to lead to monitoring findings and repayment of funds. As such, Plexos will maintain all required documentation with a project or activity from application to close out in order for TX GLO, HUD, and/or HUD OIG to monitor the program in a sequential and logical format which accurately reflects program performance. In addition, Plexos will upload all required data and documentation into the GLO system of record in accordance with program guidelines within 24 hours of receipt or completion.

Upon contract award, Plexos will work with the city to establish a CDBG-MIT Records Management Policy and defined file management structure in order to ensure that:

- There is a clearly defined process for acquiring, organizing, storing, retrieving, and reporting information for all CDBG-MIT program activities;
- Records for products and/or services delivered will be maintained in accordance with contract provisions and GLO policy;
- Documentation and reporting systems will meet HUD and GLO requirements;
- All staff responsible for recordkeeping and reporting are properly trained and supported;
- The requirement for the removal of duplicative records to streamline the recordkeeping and reporting process is incorporated into all standardized procedures; and

- To the extent feasible, records and reports will be automated (i.e., computerized and/or electronically stored) to make recordkeeping processes more efficient and easily retrievable.

Sample File Management Structure/Documentation List

Subrecipient Information

- Organizational chart;
- Final approved application for funding;
- Complete and signed Request for Federal Funding SF-424;
- Executed Subrecipient Agreement, amendments, revisions, and/or Technical Guidance Letters; and
- Program/Project Start Up or "Evidentiary Materials".

General Administrative Records

- Personnel files, if applicable;
- GLO monitoring correspondence and responses;
- Pass-through entity agreements;
- Pass-through entity monitoring

Civil Rights, Fair Housing, EEO, Citizen Participation

- Citizen participation compliance documentation;
- Complaint policies and procedures;
- Fair Housing and Equal Opportunity records;
- Documentation of compliance with crosscutting requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint);
- Limited English Proficiency documentation;
- Outreach performed to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
- Job Creation/Retention reports

Internal Financial Records

- Financial policies and procedures;
- Budget;
- Accounting journals, ledgers & chart of accounts;
- Financial Source documentation (purchase orders, invoices, canceled checks);
- Real property & equipment inventory documentation;
- Draw requests and backup documentation;
- Financial reports;
- Audit reports and documentation;
- Relevant financial correspondence

Environmental

- Complete Environmental review records to include:
  - Public notices/publisher's affidavit;
  - Coordination letters for/from other agencies;
  - Public comments;
  - Request for Release of Funds and Certification form;
  - Authority to Use Grant Funds form;
  - Documentation of compliance with other applicable laws/authorities;
  - Flood plain maps as necessary;

  - Texas Historical Commission notification and response letters as appropriate;
  - Other documentation identified by HUD or GLO Environmental staff;
- Environmental re-evaluations (if necessary);
- If applicable; Environmental exemption form titled "Exemption Determination for Activities Listed at 24 CFR 58.34" along with required 58.6 Compliance Checklist

Procurement and Draw Requests

- Procurement policies and procedures;
- Procurement of professional services files (advertisements, proposals/qualifications, contracts, etc.);
- Procurement of construction files (advertisements, bids, scoring, contracts, etc.);
- Bid rejection documentation;
- Bank account records (including program income records, if applicable);
- Draw requests;
- Original invoices;
- Meeting Minutes for invoice payment approval;
- Copies of payments;
- Human Resources Employee Personnel Records;
- Timesheets;
- Benefit Rates for employees; and
- Payroll records and reports

Reporting and Recordkeeping

- Local policies and procedures;
- Project/activity status;
- Project/activity eligibility and national objective;
- Characteristics and location of the beneficiaries, including race and ethnicity of beneficiaries; and
- Compliance with special program requirements (e.g. environmental review records)

Documenting Relationship to the Disaster

- Damage or building estimates for physical losses;
- Post-disaster analyses or assessments for economic or non-physical losses;
- Insurance claims; and
- FEMA data

Documenting Duplication of Benefits

- Verification of sources of assistance;
  - FEMA award letter;
  - Insurance letter;
  - SBA assistance/declined loans;
  - Calculation of CDBG-DR award; and
  - Subrogation agreement (or similar agreement)

v. Assist sub-recipient with resolving monitoring and audit findings.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, have over 6 decades of combined experience with compliance and monitoring of CDBG and CDBG-DR programs at the state and local level with HUD, HUD OIG, GAO, OMB, and legislative auditors. Our unprecedented experience of designing compliant programs, implementation of proactive QA/QC processes, monitoring preparation, and response will assist the city to successfully navigate the requirements of the CDBG-MIT program and TX GLO subrecipient monitoring efforts as well as minimize, if not eliminate, monitoring concerns or findings with the city's CDBG-MIT projects.

> SMEs Lara Robertson and Richard Gray have more than 6 decades of combined compliance and monitoring experience of CDBG and CDBG-DR programs at the state and local level, including with HUD, HUD OIG, GAO, OMB, and legislative auditors.

vi. Serve as monitoring liaison.

Section v. above describes Plexos' monitoring and compliance capabilities. Both Lara Robertson and Richard Gray will serve as monitoring liaisons as required and directed by the City of Galveston.

vii. Assist sub-recipient with resolving third party claims, if encountered.

Plexos' Subject Matter Experts, Lara Robertson and Richard Gray, will assist the city to resolve third-party claims if any arise from the implementation of CDBG-MIT programs/projects. As an expert in community development/redevelopment, Lara Robertson was engaged as an Expert Witness for the Cincinnati-Northern Kentucky International Airport for land acquisition cases involving the expansion of the airport. In this role, she was responsible for reviewing property claims, participating in depositions, and providing expert testimony during court proceedings. During her engagement, the airport board successfully resolved all court cases related to property acquisition and construction.

In addition to her expert testimony, Lara managed several non-voluntary CDBG redevelopment projects which required the acquisition of real property, construction easements, and rights-of-way

Easement and Land Acquisition SME

Lara has been engaged in successfully resolving many third-party claims:

- ☑ Expert Witness for the Cincinnati-Northern Kentucky International Airport land acquisition cases
- ☑ CDBG redevelopment projects involving the acquisition of real property, construction easements, and rights-of-way

in order to complete infrastructure and housing projects. Her expertise enabled cities and counties to eliminate blighting conditions and increase community resiliency.

David Welker, Anti-Fraud, Waste, and Abuse (AFWA) SME

- ☑ Established and operated the anti-fraud group for the **$12 billion** *Deepwater Horizon Economic and Property Settlement Program*
- ☑ Stood up the fraud program for the **$230 million** *USVI Emergency Home Repairs Program*

viii. Report suspected fraud to the GLO.

During project start up activities, David Welker, will work with the city to develop or refine existing CDBG-MIT Anti-Fraud, Waste, and Abuse (AFWA) policies that are consistent with TX GLO AFWA policies and procedures. AFWA procedures usually include the process of assigning investigations, formats for investigative memos and referrals, reporting timelines, and requirements. Typical AFWA reporting formats include, but are not limited, to the following information:

- Date of the allegation or alleged incident
- Persons involved (individual reporting fraud, individual (s) or organization (s) accused of fraud, naming of other witnesses, etc.)
- Details of the allegation (project/program activity, type of alleged fraud, dollar amount involved, etc.)
- Date/Time period of the alleged fraud
- Location of the fraudulent activities

Mr. Welker's law enforcement and AFWA experience with HUD and FEMA housing programs, in addition to other public and private sector work, will be an asset to the city if issues arise during the implementation of CDBG-MIT programs. His specific expertise includes the establishment and operation of the anti-fraud group for the $12 billion *Deepwater Horizon Economic and Property Settlement Program* and standing up the fraud team for the $230 million *US Virgin Islands Emergency Home Repairs STEP program.* In his role he will work with the city and GLO-CDR staff to develop and review AWFA memos or reports as well as assist in their determination whether further investigation of an allegation is required, or additional corrective actions should be undertaken. In addition, he is available to work with the HUD Office of Inspector General (OIG) as necessary should referred cases require prosecution.

ix. Submit timely responses to the GLO requests for additional information.

Plexos personnel assigned to the Galveston CDBG-MIT program will acknowledge and/or respond to GLO requests for additional information within 24 hours of receiving an inquiry from the state. If responses require additional time for the collection of data and/or documentation, our staff will notify the city and GLO regarding the need for more time and reason for the delay within this same time period. All inquiries or Requests for Information (RFIs) from GLO will be memorialized in an RFI log and tracked until final resolution of the issue. In addition, all written correspondence and documentation will be retained for tracking and record keeping purposes. Responses related to

written complaints/grievances related to the city's CDBG-MIT programs will be monitored to ensure that the HUD 15-day response requirement is met.

x. Complete draw request forms and supporting documents.

Plexos' Financial Manager, George Duffee-Braun, has been responsible for the completion, submittal, and reconciliation of CDBG-DR draw requests totaling over $9 billion of funding without any monitoring or audit findings. He will use this experience to assist the city in the development and implementation of financial policies and processes based upon Federal requirements, GLO policies and best practices utilized for disaster recovery programs similar in size. He will manage the draw request process and ensure that funds are expended and reconciled within federally prescribed timeframes.

xi. Perform any other administrative duty required to deliver the project.

Plexos personnel assigned to the City of Galveston can and have performed the full array of CDBG grant management functions from project application to close out. As part of this engagement, our staff can provide these services and/or assist the city to build local capacity to successfully perform all or a portion of Grant Management Services for the CBDG-MIT Program/Project (s).

In addition to the grant management services covered in this proposal (Administration, Project Development/Engineering, Environmental, Construction Management, Infrastructure and Anti-Fraud), additional services that Plexos can provide include, but are not limited to, the following:

- Development of Action Plans and Action Plan Amendments;
- Identification and submittal of HUD program waivers in order to streamline local recovery processes and/or expand program eligibility;
- Identification of supplemental funding sources to leverage CDBG allocations and use of CDBG as FEMA Match;
- Implementation of Duplication of Benefit (DOB) procedures and analysis in compliance with the Stafford Act;
- Management of Environmental Remediation Processes;
- Uniform Relocation Assistance and Real Property Acquisition Act (URA) Policies and Procedures;
- Buyout and Acquisition Policies and Procedures;
- Case Management;
- Fair Housing and EEO Compliance;
- Information Technology, Data Management, and Reporting;
- Change Management Controls and Processes, and
- Procurement and Contract Support.

General grants management services also include HUD CDBG-DR/CDBG-MIT training for city and program staff as required and requested by the city.

xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

See Section iii [a) General Administrative Services] of this proposal. All Plexos staff will receive training on the use of GLO's system of record in order to effectively perform job functions to include the completion of program milestones, submittal of documentation, draw requests, change orders, etc. In addition, our staff will work with the city to identify and provide feedback to GLO regarding existing IT business processes and any new system requirements needed to accommodate CDBG-MIT process flows and procedures.

xiii. Submit change requests and all required documentation related to any change requests.

See Section i [a) General Administrative Duties] of this proposal regarding Plexos' approach to reviewing and processing change order requests.

b) Acquisition Duties

i. Submit acquisition reports and related documents.

CDBG-DR/MIT funded projects are subject to both the acquisition and relocation requirements of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* of 1970, 42 U.S.C. § 4601 et seq. ("URA"), and the federal regulations found in 49 C.F.R. Part 24 (See also Section 104(d) of the Housing and Community Development Act of 1974 and implementing rules at 24 CFR Part 42 regarding relocation assistance policies for HUD funded programs). The purpose of these requirements is to provide for uniform and equitable treatment of persons displaced from their homes, businesses or farms as a result of acquisition, rehabilitation, or demolition of real property for any phase of a Federal or federally funded project. The URA also establishes equitable land acquisition policies.

TX GLO requires all Subrecipients choosing to administer a Buyout or Acquisition program to create Program Guidelines using the GLO-CDR's Buyout and Acquisition Guidelines Checklist and submit them for GLO-CDR approval. Once the guidelines are complete, GLO requires that the guidelines be made available locally for a thirty-day comment period.

Plexos will assist the city to meet TX GLO Buyout and/or Acquisition requirements, should the city decide to pursue the use of CDBG-MIT funding for these purposes.

We know Acquisition and URA…

Plexos SME Lara Robertson has developed policies for North Carolina, New York, and the City of Columbia:

- ☑ NCORRs *Buyout and Acquisition Manual*
- ☑ NCORR's *URA and Optional Relocation Policies and Procedures*
- ☑ GOSRs *URA Anti-Displacement Plan* and URA SOP
- ☑ Updates to City of Columbia's URA Policies and Procedures
- ☑ No URA findings from HUD after review and recommendations to GOSRs URA policies and procedures

ii. Establish acquisition files (if necessary).

As necessary, Galveston acquisition files will be established and maintained in accordance with the GLO and HUD checklists. Files will be organized in a logical and sequential order to facilitate ease of use during program operations and subrecipient monitoring by GLO and HUD. In general, acquisition files typically include the following documentation:

- URA Notifications
- Title Search, Clearance, and Policy (including property deed)
- Primary and Secondary Appraisals
- Duplication of Benefits documentation and analysis
- Written Statement of Just Compensation
- Written Offer to Purchase
- Tier II environmental review (prior to transfer)
- Contract of Sale
- HUD-1 Settlement Statement and other closing documentation
- Receipt of purchase price, list of disbursements, copies of cancelled checks
- Recordation of Deed
- Open/Greenspace Covenants, if applicable.
- Correspondence Log

iii. Complete acquisition activities (if necessary).

Although an acquisition program is not currently contemplated by the city, Lara Robertson, Project Manager, can provide the city with valuable experience in advancing buyout and acquisition activities if the city's CDBG-MIT priorities change to include these activities. She has 23 years of experience in designing, managing, and executing both voluntary and non-voluntary acquisition and redevelopment projects in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

> In addition, Lara was instrumental in the launch and monitoring of the Road Home Corporation, which eventually became the **Louisiana Land Trust (LLT),** the entity responsible for the receipt, maintenance, and disposition of almost **11,000 properties** damaged as a result of Hurricanes Katrina and Rita. Lara also conducted on-going state monitoring of a large CDBG-DR buyout project in New Orleans which involved the non-voluntary acquisition and relocation of approximately **240 households** purchased for the construction of the **VA Medical Hospital in New Orleans, LA**. Her vast experience gives her stakeholder insight and the ability to effectively manage these types of programs.

If undertaken, all acquisition activities utilizing CDBG-MIT funds will be completed in compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), approved CDBG-MIT Action Plan, and TX GLO Acquisition Requirements. Prior to initiating program activities, Plexos will:

- Review existing or develop new Acquisition Policies and Procedures to include all required URA notifications, forms, and file checklists. Obtain approval from the city and GLO as required and necessary;
- Assist the city to obtain appraisal and legal services, if not already procured.
- Develop a QA/QC Plan and checklists for the acquisition program.
- Train assigned staff regarding program policies, process, and required documentation.

Unless otherwise instructed by the city, the CDBG-MIT acquisition program will mirror GLO's current process flow as shown in **Figure 5**. In addition, all required URA notices will be provided as required as shown in **Figure 6.**

Figure 5. *This diagram reflects the process illustrated by the TX GLO for buyouts and acquisitions.*

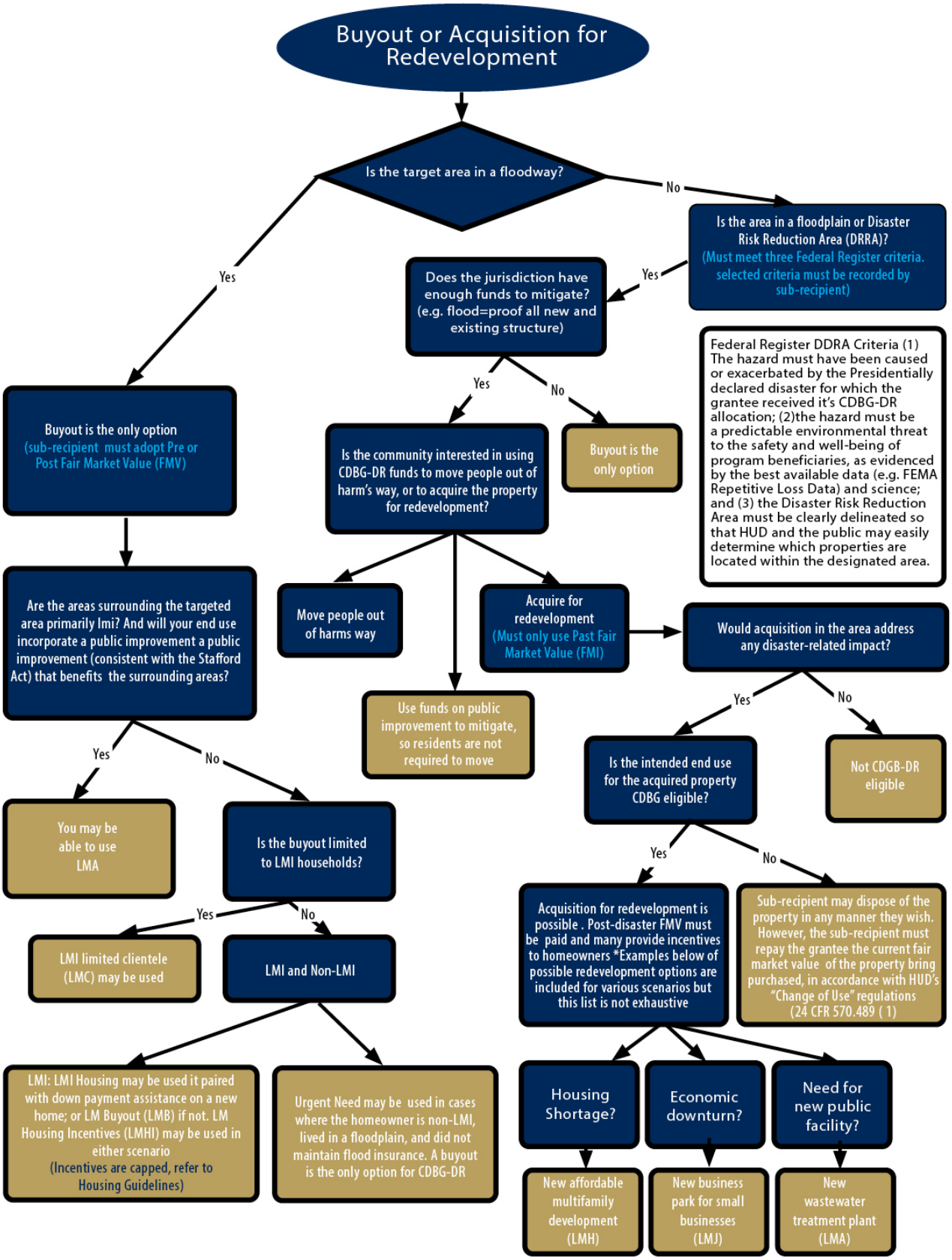
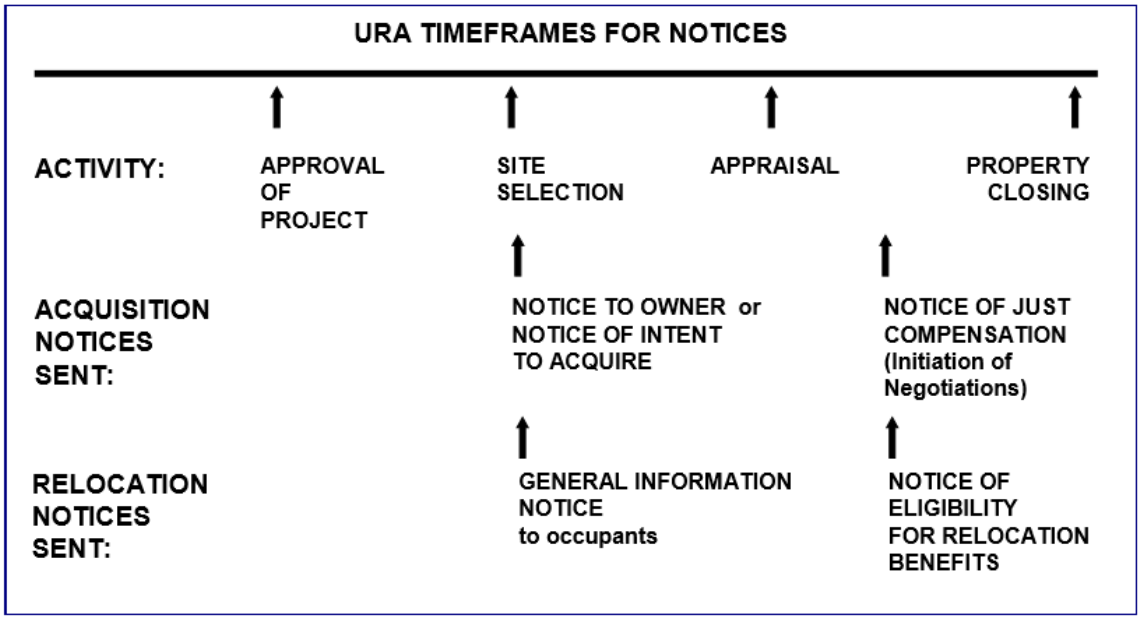


Figure 6. *HUD URA Notification Timeline*



c) Environmental Services

i. Assist detailed scope of services

In order to administer HUD funded CDBG projects (to include CDBG-DR AND CDBG-MIT projects), subrecipients are typically designated as the Responsible Entity (RE) making them accountable for meeting environmental review requirements as outlined in 24 CFR Part 58. In addition, the subrecipient is responsible for having their Certifying Officer sign the environmental review indicating: 1) whether the project has a significant impact on the environment; and 2) that the environmental review was completed in accordance with 24 CFR Part 58 requirements. As part of this responsibility, subrecipients are also subject to monitoring by GLO to ensure compliance with these requirements.

In order to meet these requirements for all CDBG-MIT projects, Plexos has assigned Tina Hauk as the person responsible for assisting the city to ensure that all project scoping sufficiently details project activities prior to application to GLO as well as completing the environmental reviews for all Galveston funded projects. She has 17 years of environmental review experience and specializes in HUD Environmental Reviews (Part 50 and 58).

Tina Hauk,
Environmental
Subject Matter Expert

- ☑ **17 years** of environmental review experience
- ☑ Specializes in **HUD Environmental Reviews** (Part 50 and 58)
- ☑ **12 years** working on Hurricanes **Katrina, Rita, Gustav, Ike, Isaac and Great Flood of 2016**
- ☑ A **Secretary of Interior (SOI) qualified historian** with a long list of publications and projects as an archaeologist

Mrs. Hauk spent 12 years working on Hurricanes Katrina, Rita, Gustav, Ike, Isaac and the Great Flood of 2016 in Louisiana. She has 39 technical publications (including 20 Environmental Assessments and Environmental Impact Statements), as either the author, co-author or contributor, to her credit. In addition, Mrs. Hauk is a trained Anthropologist with a focus in Archaeology specializing in historic architecture and debris field patterns. Other areas of her expertise include writing HUD Action Plans and amendments, Consolidated Plans for HUD and Consolidated Annual Performance Evaluation Reports (CAPER) and CDBG-DR compliance reviews.

Using 24 CFR Part 58, related laws and executive orders, each project will be evaluated for the correct level of environmental review and the file documented with all supporting information needed to complete the environmental review process and validate environmental review determinations for the city's Certifying Officer and GLO monitoring staff.

The environmental review process, includes but is not limited to, the following:

- Completing appropriate certifications;
- Conducting any special studies needed for the appropriate level of review;
- Publishing required notices and addressing public comments;
- Establishing a HUD compliant environmental file documenting all consultations and other supporting records for review by the city, GLO monitoring, and the public; and
- Ensuring that the environmental reviews with supporting documentation are easily accessible and organized in a logical and sequential manner.

All environmental reviews and documentation follow HUD checklists and will be uploaded to GLO's system of record as required. The environmental process to be followed is shown in **Figure 7** as shown in the *TX GLO Implementation Manual*.

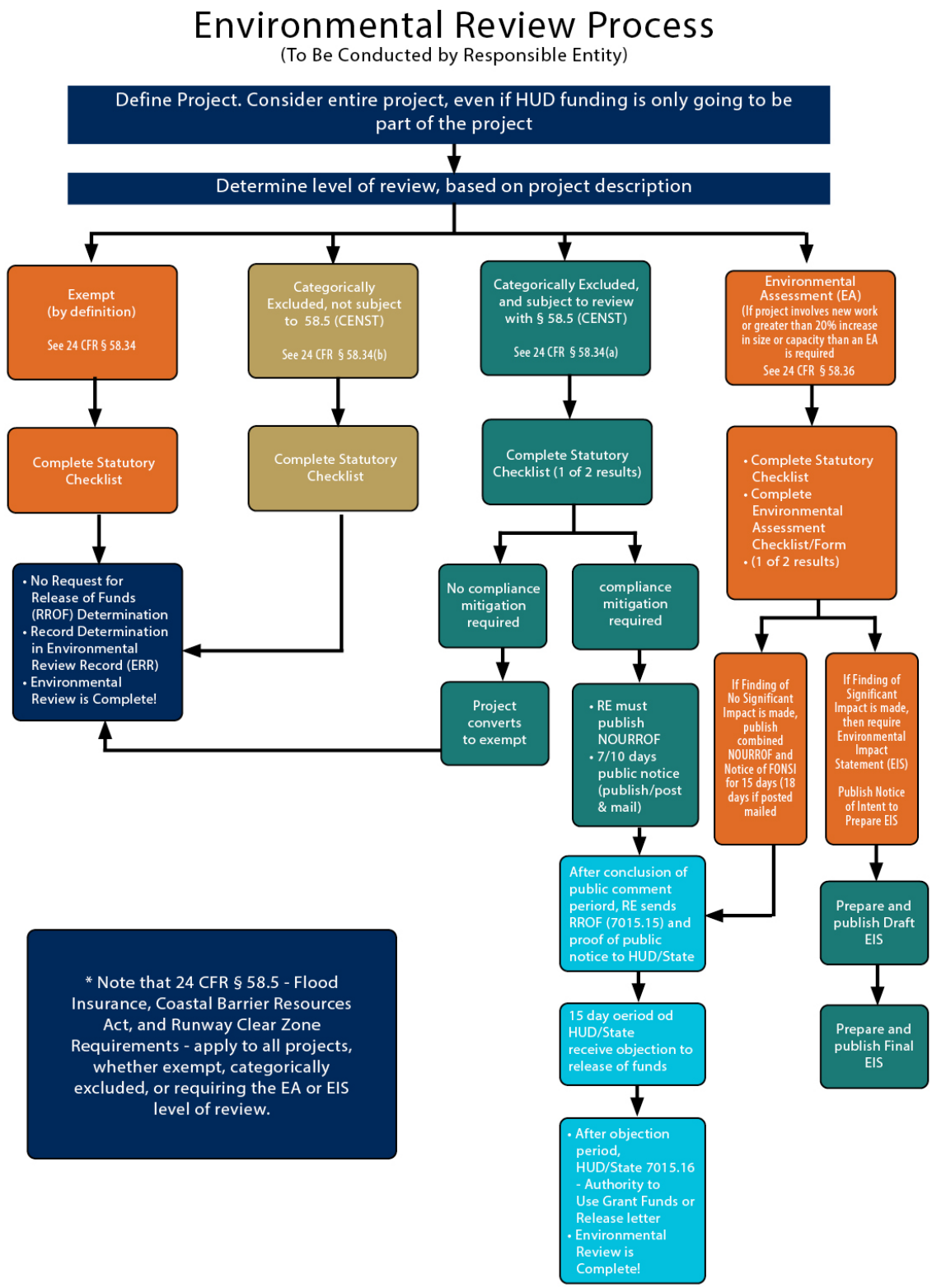


Figure 7. *Environmental Review Process as shown in the TX GLO Implementation Manual*

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

The Plexos Team's understanding of environmental issues and 24 CFR Parts 51, 55, and 58 is illustrated by Tina Hauk's vast experience and current engagements in clearing various CDBG projects over the last 12 years. As required, clearances for each activity will be categorized as one of the following:

- Exempt
- A Certification of Categorical Exclusion not subject to 24 CFR 58.5 (CENST)
- A Certification of Categorical Exclusion subject to 24 CFR 58.5 (CEST) or
- An Environmental Assessment
- An Environmental Impact Assessment

If housing or buyout/acquisition activities are undertaken with CDBG-MIT funds, the clearances will be conducted on a "tiered" basis per 24 CFR Part 58.15 in which a "Tier 1" may be done on a geographic (e.g., by county or watershed) or functional basis where the various types of actions are known and described in an Action Plan but specific locations of the activities (i.e., specific homes) are not yet known. The Tier 1 essentially will either "clear" those issues that will not require further review on individual units or will outline conditions wherein further consultation may be needed and will provide for a set of issues that must be checked during the individual (site-specific) review process for each home, referred to as the "Tier 2 review". Depending upon the projects that are selected by the city for CDBG-MIT, the Plexos Team will complete the appropriate review in accordance with 24 Part 58 requirements.

b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

See response to Section i. [in c) Environmental Services] above. In accordance with the HUD approved environmental review checklists, Plexos will ensure that the city meets all environmental review requirements by responding to each element in the checklists and attaching supporting documentation from verifiable sources, including state and federal agency consultations, which will be included in the Environmental Review Record, city environmental files, as well as GLO system of record.

c Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

See above response. The Plexos team is very knowledgeable with the required consultations, along with verifiable documentation, that is required to complete an Environmental Assessment (EA), Environmental Impact Statement (EIS), as well as some Categorical Exclusions subject to 24 CFR Part 58.5. Some of these consultations include, but are not limited to, State Historic Preservation Officer (SHPO), Corps of Engineers (COE), Texas Parks and Wildlife Department, and any federally recognized tribal entities with interest within the boundaries of the project, etc. The team also has

experience responding to data needs or requests for additional details by agencies such as the Texas Historical Commission or Tribal Historical Preservation Officers beyond the initial consultation wherein such agencies are requested to review project eligibility, adverse effects, or other objections under Section 106 of the National Historic Preservation Act (NHPA).

d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

As referenced in Section i [c) Environmental Services], the Plexos Team will provide special studies, additional assessments, or permitting to secure environmental clearance. As the environmental services lead, it should be noted that Mrs. Hauk is a Secretary of Interior (SOI) qualified historian with a long list of publications and projects as an archaeologist.

In addition, it should be noted that all work subcontracted out for this contract will meet the Secretary of Interior (SOI) requirements in addition to all those required by best practices within each specialized field and the client according to the contract. Qualifications of assigned personnel to perform specialized studies or assessments will be provided to the city, retained in the city's environmental file for each project, and uploaded to the GLO system of record as required.

e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

A list of consulting parties, written comments and responses, as well as corresponding documentation will be kept as part of the Environmental Review Record as required by HUD for each project. In addition, all documentation will be uploaded to the GLO system of record.

f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

Proactive communication and coordination with local officials, engineers, and other member of the project team is critical to the successful completion of any HUD-funded project. In addition to the synchronization of environmental work and permitting, status reports will be provided to city leadership and project team members on a monthly basis. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to any obstacles that may be preventing a project from moving forward.

g. Complete and submit the environmental review into GLO's system of record;

As previously referenced, all required environmental data, reports, and documentation will be entered into and/or uploaded into GLO's system of record. In addition, the ERR and documentation will be retained in the city's files so that this information is accessible by city personnel, HUD and GLO monitoring staff, and general public as required.

h. At least one site visit to project location and completion of a field observation report

At a minimum, one on-site visit will be conducted for all proposed and approved CDBG-MIT projects with field notes, observation and/or inspection reports (to include photographs, maps, etc.) being retained in the city's files and uploaded to the GLO's system of record. Additional site visits will be conducted as necessary to ensure that all project activities are being permitted and conducted in accordance with the completed environmental review, permitting requirements, and prescribed Section 106 standard treatments, if any.

i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

Plexos will publish and distribute all required environmental notifications in compliance with HUD requirements. Deliverables include all proofs of publication as required under the "5-step" or "8-step" process (early floodplain notices and final explanations) and the final decisions and certification (a combined "Finding of No Significant Impact (FONSI) and Certification, and Notice of Intent to Request Release of Funds (NOI RROF), or only the latter if an environmental assessment is not required.

The NOI/RROF informs the public that the grantee/subrecipient will accept written comments on the findings of its Environmental Review Record (ERR) and of the grantee's/subrecipient's intention to request release of funds from the state. At least 7 calendar days after the date of publication must be allowed for public comment. The notice also says that the state will receive objections for at least 15 calendar days following receipt of the subrecipient's request for release of funds. As part of this process, Plexos will ensure that:

- All required environmental notices will be published in a local newspaper of general circulation;
- The full "tear sheet" showing the newspaper header to include the date of publication will be retained in the city's environmental file. NOTE: If required, an "Affidavit of Publication" will be obtained from the newspaper evidencing the required notification;
- Copies of the notice (NOI/RROF) are sent to interested parties (i.e., persons and entities that have commented on the environmental process or that have requested to be notified of environmental activities). A distribution list and date of distribution will be maintained in the city's environmental file and uploaded to GLO's system of record.; and
- Preparation and submittal of the actual RROF once the public comment period has elapsed.

j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43, if applicable;

In accordance with 24 CFR 58.43 and as stated above in Section i., Plexos will prepare a FONSI using the current HUD recommended or equivalent format. As part of this process, Plexos will assist the City of Galveston to notify individuals and groups known to be interested in the environmental review process to include the following:

- Local media;

- Appropriate tribal, local, state and federal agencies; and
- Regional Offices of the Environmental Protection Agency (EPA) having jurisdiction; and
- HUD Field Office.

This notice will also be published in the local newspaper of general circulation. In addition, the distribution list for the notification of interested parties and date of distribution will be retained in the city's environmental files (and uploaded into the GLO system of record). All received comments and/or requested modifications will be considered prior to the city's Certifying Officer completing the environmental certification process and submitting the RROF.

> Groups known to be interested in the environmental review process include:
>
> ☑ Local media
>
> ☑ Appropriate tribal, local, state and federal agencies
>
> ☑ Regional offices of the Environmental Protection Agency (EPA)
>
> ☑ HUD Field Office

k. Process environmental review and clearance in accordance with NEPA, as applicable;

See Section i [c) Environmental Services], and GLO process flow shown in **Figure 7** outlining the scope of work to meet National Environmental Policy Act (NEPA) requirements. Plexos will complete all environmental reviews and processes in accordance with NEPA as implemented by HUD and codified in 24 CFR Part 58.

l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

Due to the evolutionary nature of disaster recovery programs/projects, changes to a CDBG-MIT project may occur after completion of the ERR. In these cases, any such changes in magnitude or scope of the project must be re-evaluated under 24 CFR Part 58.47 in order to ensure that the ERR matches the approved project to be constructed or implemented. Once identified, Plexos will work with the city to re-evaluate the environmental findings to determine if the original findings are still valid if the following occurs:

- The city, or known/interested party, proposes a substantial change in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project; and/or
- There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact; and/or

> **Tina Hauk, Environmental SME**
>
> As a State Environmental Review Office, Tina reviewed all environmental review special studies documents for submission to State of Colorado for clearance and release of funds. Additionally, she routinely reviewed Phase 1 and Phase II site assessments for compliance with federal and state requirements.

- A project alternative is selected that was not included in the original FONSI.
- Upon review, Plexos will advise the city if the original findings are still valid or not. If the original findings are still valid but the data or conditions upon which they were based have changed, Plexos will assist the city to affirm the original findings and update its ERR by including this re-evaluation and determination based on applicable findings. Under these circumstances, if a FONSI notice has already been published, no further publication of a FONSI notice is required. If Plexos, in conjunction with the city determines that the original findings are no longer valid, Plexos will assist the city to prepare an EA or an EIS if its re-evaluation indicates potentially significant impacts.

m. Prepare and submit Monthly Status Report; and

At a minimum, environmental status reports will be provided to city leadership and project team members on a monthly basis in a format to be reviewed and approved by the city. Reports will include project status information, projected timelines for completion of environmental work, impact of any delays, and recommended solutions to eliminate obstacles preventing a project from moving forward.

n. Participate in regularly scheduled progress meetings.

The Plexos environmental team will participate in regularly scheduled progress meetings as well as provide monthly status reports as outlined in Section iv [a) Administrative Duties-General].

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G. MISCELLANEOUS

Exceptions

There are no exceptions noted.

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City of Galveston

DEPARTMENT OF DISASTER RECOVERY

May 18, 2020

To: Brian Maxwell, City Manager

From: Tesa Wrobleski, FEMA Public Assistance Program Manager
Hon. Mayor and City Council Members

RE: Consider approval of DCMC Partners Task Order #4 authorizing the expenditure of an amount not to exceed $30,000 for Technical Assistance and disaster consulting services related to COVID-19 activities and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

I. Background

The City of Galveston entered into contract with DCMC, LLC. Dba DCMC Partners (Company) on October 31, 2018 for disaster consulting services.

II. Current Situation

A. City Council approved entering into a disaster consulting services contract #18-149 proposed by DCMC Partners, per RFP 18-30, for disaster consulting services on October 25, 2018. Task Order #4 is governed by the terms and conditions set forth in the aforementioned DCMC Partners contract. The City needs DCMC Partners to assist with technical issues as related to COVID-19 for the CARES ACT and FEMA COVID-19 pandemic event.

B. Due to the complexity of the pandemic and the multitude of federal and state agencies and funding sources, DCMC will work with the FEMA Public Assistance Program Manager to develop COVID-19 recovery planning strategies for the City.

II. Issues

The approval of DCMC Partners Task Order #3 for a not to exceed $30,000 is to assist the in-house FEMA Public Assistance Program Manager as needed with COVID-19 pandemic projects for a cost not to exceed.

1. Funding Source - $20,000 CARES ACT- $10,000-FEMA COVID-19.

2. Timing – The need is immediate.
3. Impact or Ramifications – This skill set is needed to collaborate on specialized TDEM and FEMA opportunities for COVID-19 disaster recovery related projects

III. Alternatives in order of priority

A. Approval of DCMC Task Order #3.
   1. Funding Source – The not to exceed cost of $30,000 will be paid from the CARES ACT $20,000 the FEMA COVID-19 PA Program $10,000.
   2. Timing – Immediate effort needed for the support of COVID-19 pandemic assistance.

B. Do not approve the Agreement with DCMC Partners.
   1. Cost – No Additional cost at this time.
   2. Timing – The possible delay in receiving funds or loss in identifying funding opportunities.
   3. Impact or Ramifications – The City will not have outside expertise to assist with the recovery process or Technical Assistance resulting in some items taking longer to research and resolve.

IV. Recommendation

Concur with Alternative A and approve the not to exceed amount of $30,000 for Disaster Consulting Services.

V. Fiscal Impact Report

Requested by: Tesa Wrobleski, FEMA Public Assistance Program Manager

Funding Source: CARES ACT $20,000 & FEMA COVID-19 PA Program

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA PA Program Manager

Brian Maxwell
City Manager

DCMC PARTNERS
CONFIDENT IN CRISIS

May 15, 2020

Tesa Wrobleski, Disaster Recovery
City of Galveston
825 Rosenberg Street
Galveston, TX 77550

Dear Ms. Wrobleski –

On behalf of DCMC Partners, I am pleased to provide you with this task order for COVID-19 Pandemic Response Grant Management for the ongoing work from the major disaster declaration recently issued to the State of Texas. This task order is based on the awarded contract between the City of Galveston and DCMC, LLC (dba DCMC Partners), signed October 04, 2018.

DCMC Partners is a crisis management and public safety consulting firm that helps public and private organizations approach the unknown with confidence. Our firm brings extensive experience managing and implementing the FEMA Public Assistance (PA) and Hazard Mitigation Grant (HMGP) programs, including helping clients across the country obtain and keep well over $21 billion in FEMA funding, plus billions more from other Federal agencies and insurance. We have managed recovery efforts and solved many of the most challenging and complex problems standing in their way, securing literally billions of dollars more assistance for our clients than FEMA originally offered through our efforts. DCMC Partners has an extensive background working with municipalities to develop public assistance claims. Currently, members of the DCMC Partners are currently working with impacted communities throughout Texas.

DCMC Partners understands the City of Galveston is seeking technical assistance to assist in the development of a recovery plan which provides the City the identification of the federal funding sources for COVID-19 response and provide recommendations to the City of the most advantageous funding sources. Additionally, the City requests to have grant management resources available to assist in the filing and documentation of claims. Finally, DCMC Partners will provide additional technical assistance, at the City's request, in seeking additional funding opportunities to promote resiliency. To support this need, DCMC proposes engaging one of our Senior Recovery Specialists, Rick Patterson, as your point of contact to manage the work.

To provide the services and deliverables described above, DCMC Partners proposes a cost not to exceed $30,000.00. This estimate is based on the attached budget to manage the COVID-19 federal funding opportunities, utilizing the rate sheet contained in our proposal. DCMC will only bill for work actually performed.

DCMC Partners appreciates the opportunity to provide continued support the City of Galveston with its recovery efforts. After you have considered this task order, we would be happy to discuss any questions you may have. We look forward to continuing our successful relationship with the City. If you would like to discuss this proposal, please contact me.

Sincerely,

Barry W. Scanlon, Partner
DCMC Partners
bscanlon@dcmcpartners.com
(570)-233-3137

ENGAGEMENT AUTHORIZATION

By signing below, City of Galveston("Client") agrees to the described scope of work and authorizes DCMC, LLC (d.b.a. DCMC Partners – "Consultant") to proceed with work necessary under this engagement. The signatory also stipulates that he/she is authorized to sign on behalf of Client and to commit the necessary funds to pay for completion of the project.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

City of Galveston

Task Order # 4

CONTRACT TITLE	HOURLY RATE, PER CONTRACT	Hourly Rate, with expenses per contract	ESTIMATED HOURS FOR BUDGETING PURPOSES								EST. LABOR COST	EST. ESPENSES	TOTAL COST
			May-20	*Jun-20*	*Jul-20*	*Aug-20*	*Sep-20*	*Oct-20*	*Nov-20*	*Dec-20*			
Principal	$ 189.00	$ 212.00	1								$ 189.00		$ 189.00
Project Manager	$ 154.00	$ 180.00	30	20	4	2	2	2	2	2	$ 9,856.00	$ -	$ 9,856.00
Subject Matter Expert	$ 142.00	$ 168.00	30	20	4	2	2	2	2	2	$ 9,088.00	$ -	$ 9,088.00
Senior Public Assistance Officer	$ 138.00	$ 160.00									$ -		$ -
Junior Public Assistance Officer	$ 126.00	$ 150.00	16	10	10	10	10	10	10	10	$ 10,836.00		$ 10,836.00
Mitigation Specialist	$ 138.00	$ 160.00									$ -		$ -
Grant Manager	$ 126.00	$ 150.00									$ -		$ -
Appeals Specialist	$ 148.00	$ 170.00									$ -	$ -	$ -
	TOTAL										$ 29,969.00	$ -	$ 29,969.00

The staffing plan and budget described above is hereby approved by the City of Galveston ("Client"), and DCMC Partners ("Consultant") is hereby authorized to continue and complete necessary work per terms of the contract between Client and Consultant. For estimating purposes, the hourly rate is used. When available, DCMC Partners will use local resources on this job. If a resource is needed that will result in travel, the City will be notified prior to deployment. Additional Task Orders may be required, depending on the level of engagement requested by the client, complexity of the work to be done, and duration of the recovery project.

_____ Signature

_____ Printed Name

_____ Title

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

May 18, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

Re: Consider for acceptance a grant award from the National Endowment for the Arts (NEA) for assistance in developing the Galveston Arts and Cultural Master Plan. Authorizing the City Manager to sign all necessary documents upon final approval of the City Attorney.

I. Background

A. In 2019, Galveston leaders met with the NEA in Washington, DC. NEA identified a lack of coordination between the city's arts/cultural organizations and recommended that Galveston create a master plan to provide a roadmap for arts and cultural development.

B. A grant application was submitted to the NEA in partnership with the Galveston Park Board (Park Board) and Galveston Arts Center.

II. Current Situation

A. On April 17, 2020, the NEA informed the City of Galveston (City) that the submitted application is being recommended for an award of $50,000.00.

B. City Council needs to accept the pending grant and authorize the City Manager to sign all necessary documents related to the grant.

C. The City will administer the Grant award.

D. The Park Board will provide a $50,000 match for the grant.

E. The Park Board and the City will enter into enter into an interlocal agreement defining the roles and responsibilities of each party.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

III. **Issues**

A. Cost - The NEA "Our Town program" award for $50,000.00 will provide funding to develop a Galveston Arts and Cultural Master Plan.

B. Timing- Upon the signing of the interlocal agreement, and upon official notification of award, the City and the Park Board will proceed with the Galveston Arts and Cultural Master Plan.

C. Impact or ramifications – The NEA grant will be utilized in the development of a master plan for the purpose of expanding opportunities for local artists, increased local participation in arts programming, targeted cultural tourism activities, and improved economic development.

IV. **Alternatives in order of Priority**

A. Accept the pending NEA grant award for $50,000.00 and move forward with the Galveston Arts and Cultural Master Plan.

B. Do not accept the pending NEA grant.

V. **Recommendation**

Approve acceptance of the pending NEA grant for $50,000 for assistance in developing the Galveston Arts and Cultural Master Plan and Authorize the City Manager to sign all necessary documents upon final approval of the City Attorney.

VI. **Fiscal Impact Report**

Requested by:	Tesa Wrobleski' FEMA Public Assistance Program Manager
Funding Source	NEA Grant $50,000 – Park Board of Trustees $50,000

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Respectfully Submitted,

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

_____
Brian Maxwell
City Manager

NATIONAL ENDOWMENT for the ARTS

arts.gov

April 17, 2020

Dear Brandon Cook:

Congratulations! We are happy to inform you that the following application to the National Endowment for the Arts Our Town program is recommended for funding in the amount of $50,000.00. This tentative funding recommendation is **not** the official award notice, which is contingent upon final Arts Endowment review.

We at the Arts Endowment understand that the worldwide COVID-19 pandemic is greatly impacting many of our arts organizations and are committed to continuing our work of awarding grant funding throughout our nation. Therefore, we will work with you to get your application through this final review.

IMPORTANT: If your project has changed significantly since you submitted your original application due to the COVID-19 pandemic, our staff will work with you to determine the appropriate course of action to include adjusting your project activities and budget.

The change of scope and budget still must meet federal and agency requirements, including the requirement to fund projects only. Therefore, we urge you to consider focusing the new project activities on planning for the future. Your new project could include planning for a future production, festival, conference, residency program, exhibition, or educational program, etc. It could be to develop a new strategic plan for your organization. Your new budget could include staff costs, artist fees, and administrative costs (rent/utilities/supplies, etc.) related to these planning activities. Please note that projects requiring review for compliance with the National Historic Preservation Act (NHPA) and/or National Environmental Policy Act (NEPA) may require extra processing time, which could delay issuance of your award and/or your ability to draw down funds on the award.

All changes made to your project at this stage are subject to approval by Arts Endowment staff. However, we are committed to working with you to find a path forward during these difficult times. **If you have questions, please contact your Arts Endowment program specialist.**

The deadlines below are meant as target dates so that we can process your response to this offer and issue your award as quickly as possible. However, if you cannot return the requested information by the deadlines noted below due to the pandemic, please contact the Arts Endowment program specialist indicated in the final paragraph to work out alternatives.

Read this entire document carefully, as it includes important legal requirements and time-sensitive instructions for completing your proposal review. **Do not click "Accept" in REACH until you have uploaded all the required documents.**

Applicant: The City of Galveston
Application: 1863116-42
Period of Performance: July 1, 2020 to June 30, 2022
Recommended Amount: $50,000.00

Project: To support the creation of an arts and cultural master plan for Galveston, Texas.

IMPORTANT NOTES

NHPA/NEPA COMPLIANCE: Your project requires National Historic Preservation Act (NHPA) and/or National Environmental Policy Act (NEPA) review. Submit the NHPA/NEPA Questionnaire form, available in REACH under the Instructions Tab of the Offer. Be sure to identify the exact location(s) of the activity and the exact type(s) of activity with as much specificity as possible. For an overview of the Arts Endowment's review process and a description of required information, a short webinar and additional guidance are available for review at https://www.arts.gov/grants/manage-your-award.

Please try to respond to this offer no later than Friday, May 29, 2020. If you are unable to meet this deadline due to the current COVID-19 pandemic, please contact your program specialist to discuss available options.

A copy of this Offer Letter is viewable through eGMS | Reach (REACH), the Arts Endowment's electronic management system for application review and award management at https://grants.arts.gov/eGMS-Reach/Login.aspx. Submit required forms and updates through REACH. User names are provided below.

Authorized Representative: **Tesa Wrobleski**
User Name: **TWrobleski**

Project Director: **Brandon Cook**
User Name: **BCook**

Primary Contact/Grants Administrator: **Brandon Cook**
User Name: **BCook**

If this is your first time accessing REACH, follow the instructions on Arts Endowment's REACH home page.

The Office of Public Affairs will be in touch in early May with more information about the public grant announcement. Until then, publicity concerning this recommended award is embargoed. Please do not make any public announcements, including social media mention, about this funding until you are contacted by the Arts Endowment's Office of Public Affairs.

REQUIRED FORMS TO BE UPLOADED: In order to proceed to final review, your organization must complete the following forms and upload them to the Documents tab under MY OFFER in REACH.

DO NOT CLICK ACCEPT OFFER UNTIL ALL DOCUMENTS ARE UPLOADED.

Try to upload these documents no later than May 29, 2020. If you cannot meet this deadline due to the COVID-19 pandemic, please contact your Arts Endowment program specialist.

(1) PROJECT BUDGET: You must submit an updated Project Budget reflecting the recommended funding amount of $50,000.00.

If your project has changed significantly since you submitted your original application due to the COVID-19 pandemic, our staff will work with you to determine the appropriate course of action. Please review our COVID-19 FAQs at https://www.arts.gov/COVID-19-FAQs for more information.

Total project costs are required to be at least twice this amount and no more than 10 times this amount. Use this is opportunity to adjust activities, participants, costs, and/or the timeline/period of performance based on the award size and your organization's current situation. Right-sizing your project budget in response to the recommended funding amount will lessen the administrative burden of managing a federal award.

Reminder: all costs in this budget are subject to federal regulations and you must maintain documentation of all costs included in your budget during the period of performance, as these costs may be required by the Arts Endowment for audit at any time.

(2) ACCESSIBILITY COMPLIANCE: Submit the Accessibility Questions form. Federal regulations require that all National Endowment for the Arts' funded projects be physically and programmatically

accessible to people with disabilities.

(3) NHPA/NEPA Compliance (if applicable): If this offer letter contains a note above regarding NHPA/NEPA Compliance (under the heading: Important Notes) the NHPA/NEPA Questionnaire form is also required.

Your organization must have an active registration in SAM.gov and be clear of all Federal debt in order for the National Endowment for the Arts to make this award. To check your organization's status, go to www.sam.gov. If you need assistance, visit the Federal Service Desk at www.fsd.gov.

The Arts Endowment's Office of Grants Management must conduct a final review to ensure compliance with Federal rules and regulations before issuing the award. Program or Grants Staff may contact you for additional information. While we will strive to issue awards as quickly as possible, this review generally takes between two to six months, depending on a variety of factors, including processing of CARES Act applications and awards. While we are constantly monitoring our internal operations and will make all necessary adjustments to ensure we are processing applications are expeditiously as possible, we appreciate your patience.

The Fiscal Year 2021 Our Town funding guidelines will be available on the Endowment's website later this spring. Should you wish to apply again, you may review the guidelines, guidance on registering with SAM.gov and Grants.gov, and other information from www.arts.gov.

IMPORTANT NOTE: You are also eligible to apply for Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. Visit www.arts.gov for CARES Act guidelines and application deadlines.

We look forward to working with you to complete this final stage of the grantreview process. If you have questions, contact OT@arts.gov, and a staff member will respond promptly.

Sincerely,

Hughes

Jen Hughes
Design and Creative Placemaking Director

National Endowment for the Arts

Rev 10/10/19

Project Budget Form

OMB No. 3135-0012
Expires 10/31/2022

Applicants, Offerees, and Current Awardees:	Submit this form via **REACH.** For awards issued before 9/30/2017, email to grants@arts.gov
Organization. Provide your legal name and SAM.gov address. **Legal Name:** Galveston, City Of **Address:** 823 Rosenberg Galveston, Texas 77550-	**Application/Award #** 1863116-42 **Date** 05/29/20 **Period of Performance Requested** (MM/DD/YYYY) From 7 / 1 /2020 To 12 / 31 /2021

PROJECT DESCRIPTION.

Applicants: if this is your initial application budget provide a brief summary of your project. If you have provided narrative information in another format, you may attach that. If you are responding to a notification of recommended/offer funding then describe any change(s) from your application, including changes in project activity. If there are no changes to the project scope, state that here.

Current recipients requesting an amendment: review **How to Manage Your NEA Award Handbook** for more information. Attach additional pages as needed.

To support the creation of a Galveston Arts and Cultural Master Plan. An arts consultant will lead a community engagement process to develop a master plan that integrates current and future local arts and cultural activities, enhances quality of life for the community's diverse residential population, creates opportunities to attract visitors year-round, and prepares for the long-term sustainability of the Galveston Downtown Cultural Arts District. The City of Galveston and its partners will host a pop-up arts event at the culmination of the project to celebrate the adoption of the plan.

Authorizing Official. Identify the person who has the legal authority to approve this budget on behalf of your organization.

Name (Last, First)	Maxwell, Brian		☑ Mr. ☐ Ms. ☐ Other _____
Title	City Manager		
E-mail	Bmaxwell@galvestontx.gov	**Telephone**	(409) 797 - 3520

Project Director. Identify the person who can answer specific questions about this project.

Name (Last, First)	Wrobleski, Tesa		☐ Mr. ☐ Ms. ☑ Other Mrs.
Title	FEMA Public Assistance Program Manager		
E-mail	Twrobleski@galvestontx.gov	**Telephone**	(409) 797 - 3517

Primary Contact. Identify the person who can answer specific questions about this budget.

Name (Last, First)	Ojeda, Joshua		☑ Mr. ☐ Ms. ☐ Other _____
Title	Cultural Coordinator		
E-mail	joshua@galvestonartscenter.org	**Telephone**	(409) 763 - 2403

National Endowment for the Arts

Rev. 5/31/16

Project Budget Form

PROJECT COSTS

A. DIRECT COSTS

Salaries and Wages. Include salaried employees. Pro-rate salaries to reflect only those incurred within the period of performance. (List artists, consultants, and contractors under Other Costs.)

Title/Type of personnel	# of personnel	Annual salary/range	% of time allocated	Amount

Total Salaries and Wages $ $ 0

Fringe Benefits (%) **Total Fringe Benefits $**

Total Salaries, Wages, and Fringe Benefits $ $ 0

Travel. Include transportation, lodging, and required subsistence during travel. Airfare charged to the award may not exceed the value of the least expensive class (e.g. coach) available. All foreign travel must be identified by country of origin/destination.

Travelers (name, role, or number of people)	Origin	Destination	Amount

Total Travel $ $ 0

Other COSTS. Include all other direct project costs here and continuing on the next page, such as artist or consultant fees, marketing/promotion, supplies and materials, publications, distribution, access accommodations such as sign language interpretation or braille (no construction/renovation costs), shipping/cartage, rental of venues or equipment etc. If you are not claiming Indirect Costs below, you may also include a pro-rated portion of administrative overhead.

Item	Amount
Consulting fee - Fresh Arts out of Austin to produce the Galveston Cultural Master Plan	$ 100,000

Total Other COSTS $ $ 100,000

Total DIRECT COSTS (Total Salaries, Wages, and Fringe Benefits + Total Travel + Total Other COSTS) **$** $ 100,000

Project Budget Form

B. INDIRECT COSTS.

If applicable, include indirect costs as,

- [ ] A **de minimis rate**, not to exceed 10% of modified total direct costs. See 2 CFR 200.414 (f) for eligibility.
- [ ] Approved as part of a **current Federally-negotiated Indirect Cost Rate Agreement** (provide copy of agreement).

Cognizant Agency	Type [select]	Rate (%)	Effective Period (From/To)	Base $

Total INDIRECT COSTS $ _____

TOTAL PROJECT COSTS (Total DIRECT COSTS + Total INDIRECT COSTS) $ $ 100,000

PROJECT INCOME

ORGANIZATION SHARE: CASH. Include your organization's contributions, cash donations, non-Federal grants, and revenues such as ticket income or tuition fees. Federal funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be used as match.

Source	Amount
Local Cost Share	$ 50,000
Total Cash $	$ 50,000

THIRD-PARTY IN-KIND. Include goods or services provided by individuals/entities outside of your organization (third-party contributions). All items listed here must correspond directly to a project cost line item to determine allowability.

Item and Source	Fair Market Value
Total In-Kind $	$ 0
Total Recipient Share for this Project $	$ 50,000
NEA AMOUNT $	$ 50,000

TOTAL PROJECT INCOME (RECIPIENT SHARE + NEA AMOUNT) $ $ 100,000

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

May 18, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the retention of temporary accounting services from AccounTemps through HGAC Purchasing Cooperative Contract #TS06-17 for closeout and audit services for Hurricane Ike to assist the FEMA Public Assistance Program Manager, for an additional amount not to exceed $30,000. Authorizing the City Manager to execute all necessary documents.

I. Background

A. Hurricane Ike in 2008 resulted in heavy winds and storm surge flooding throughout the City of Galveston.

B. Hurricane Ike resulted in the funding of 518 individual FEMA grant projects.

C. The City utilized Accountemps services periodically over the years to assist with compiling documentation needed for audit requests.

D. The City issued a Purchase Order for this engagement in February 2020 for $14,250.00 to support the renewed effort by TDEM to closeout Hurricane Ike project. The additional amount of $30,000.00 will bring the new total to $44,250.00.

II. Current Situation

A. The State of Texas through the Texas Division of Emergency Management (TDEM) and contract auditing staff have increased audit activity in recent months in an attempt to closeout and finalize remaining Hurricane Ike projects.

B. The City is working with TDEM (and state contractors) to get the remainder of the large projects that require audits completed and submitted to FEMA.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

C. TDEM currently has approximately 90 large projects in various stages of review, audit, and closeout.

D. The City has responded to approximately 25 audit inquiries in the past 3 months.

E. With the increasing demand on the audit requests and the push to move these projects to final closeout, the continuation of support from AccounTemps is needed.

III. Issues

The accounting services is needed for the next six months to continue to work through the outstanding requests from TDEM and move closer to the closeout of Hurricane Ike.

IV. Alternatives in order of Priority

A. Approve the continuation of ongoing support for temporary accounting services from AccounTemps for an amount not to exceed $30,000.

B. Do not approve the continuation of ongoing support for temporary accounting services from AccounTemps for an amount not to exceed $30,000.

V. Recommendation

Approve the continuation of ongoing support for temporary accounting services from AccounTemps for an amount not to exceed $30,000.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Source	Temporary Employee Services $30,000

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Respectfully Submitted,

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

_____
Brian Maxwell
City Manager

Accountemps
A Robert Half Company

February 10, 2020

Personal & Confidential
TESA WROBLESKI
CITY OF GALVESTON
823 ROSENBERG ST.
PO BOX 779
GALVESTON, TX 77553-0779

Job Order Number: 04090-0011368903

Dear Tesa,

Thank you for selecting Accountemps to meet your staffing needs. Shannon Ainsworth is scheduled to start with City of Galveston as an Accountant - Entry Level on 02-10-2020. As agreed, we will invoice your firm at the rate of $27.20 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Assignment and Terms of Payment.

Accountemps, a Robert Half Company, is the world's first and largest specialized financial temporary staffing firm for accounting and financial professionals. We provide professionals on a temporary, temporary-to-hire and salaried basis. We are a division of Robert Half International Inc., the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Accountemps
17225 El Camino Real
Suite 260
Houston, TX 77058
(800) 803-8367

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An Equal Opportunity Employer M/F/D/V

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Accountemps*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. Unless otherwise agreed to in writing by *Accountemps*, you will not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or use computers or other electronic devices, software or network equipment owned or licensed by our professional. Since *Accountemps* is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of *Accountemps* or on your behalf on financial statements, nor are our professionals authorized to sign the name of *Accountemps* on any document or to sign their own names on financial statements or tax returns.
Client's Responsibility	**It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require *Accountemps* to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.** Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional. It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing. It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will *Accountemps* be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.
Confidentiality	Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature. You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
Limitation on Liability	We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).
Insurance	In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.
No Contrary Agreements	These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.

Job Order: 04090-0011368903 Date: 02-10-2020

TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for this assignment of Accountant - Entry Level is Shannon Ainsworth. The assignment will start on 02-10-2020. As agreed or otherwise communicated, we will invoice your firm at the rate of $27.20 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

Guarantee	*Accountemps* guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, *Accountemps* will not charge for the first eight hours of work by the professional, provided that *Accountemps* is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.
Time Report	Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because *Accountemps* invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification,on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
Employment Taxes and Withholdings	*Accountemps* will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	*Accountemps* may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date *Accountemps* specifies. A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.

Job Order: 04090-0011368903 Date: 02-10-2020

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

May 13, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval the Grant Terms and Conditions (Grant Agreement) with the Texas Division of Emergency Management (TDEM) for Coronavirus Relief Fund (CRF) for COVID-19 eligible costs, and authorize the City Manager to execute all necessary documents upon final approval by the legal department.

I. Background

A. The State of Texas Coronavirus Relief Fund (CRF) was established and authorized for the reimbursement of eligible expenses incurred during the incident period of March 1, 2020 through December 30, 2020 for COVID-19.

B. The Texas Division of Emergency Management is the Administrator for the CRF grant program.

II. Current Situation

A. The City is currently eligible to seek reimbursement on some of the costs for personnel time, equipment, materials, and items directly related to the preparation and response specific to COVID-19 activities.

B. The incident period for the CRF funding is for expenses from March 1, 2020 through December 30, 2020.

C. Due to the magnitude of COVID-19 the City is continuing to incur costs for personnel labor, equipment, materials, and activities relating to the ongoing threat to the Public Health and Safety due to the COVID-19 pandemic.

III. Issues

A. The City must approve and return the Terms and Conditions document (Grant Agreement) to TDEM in order to receive the CRF funding.

Tesa Wrobleski, FEMA Public Assistance Program Manager
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

B. The City must provide documentation that complies with the terms and conditions of the CRF eligibility requirements in order to receive reimbursement of eligible costs under the program.

IV. Alternatives in order of Priority

A. Approve the Terms and Conditions to accept the Grant Agreement with TDEM for CRF funding for reimbursement of eligible costs.

B. Do not approve the Terms and Conditions to accept the Grant Agreement with TDEM for CRF COVID-19 funding for reimbursement of eligible costs.

V. Recommendation

Approve the Terms and Conditions from TDEM and authorize the City Manager to execute all necessary documents upon final approval of the legal department.

VI. Fiscal Impact Report

Requested by:	Tesa Wrobleski FEMA Public Assistance Program Manager
Funding Sources and Uses	CARE grant funds estimated at $2,730,090 to be spent for eligible activities as directed by the City Manager.

Respectfully Submitted

Tesa Wrobleski

Tesa Wrobleski
FEMA Public Assistance Program Manager

_____
Brian Maxwell
City Manager

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____ ("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature:_____

Title:_____

Date:_____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature:_____

Title:_____

Date:_____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature:_____

Title:_____

Date:_____

STATE OF TEXAS

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately $11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total $11.24 billion state allocation—approximately $5.06 billion—will be made available to local governments. Of that $5.06 billion, Treasury has directly sent just over $3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately $1.85 billion that the state can make available to the cities and counties in the rest of the state.

Counties below 500,000 population and the Cities within them

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the $1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the $1.85 billion in local funds will be made available to these cities and counties on a $55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

Cities below 500,000 population within Counties exceeding 500,000 population

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

How to Apply

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: www.tdem.texas.gov/crf. Questions can also be emailed to TDEM at CRF@tdem.texas.gov.

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,

Governor Greg Abbott

Lt. Governor Dan Patrick

Speaker Dennis Bonnen

Senator Jane Nelson
Chair, Senate Finance Committee

Representative Giovanni Capriglione
Chair, House Appropriations Committee

Senator Juan Chuy Hinojosa
Vice-Chair, Senate Finance Committee

Representative Oscar Longoria
Vice-Chair, House Appropriations Committee

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds $150,000.

a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

   (ii) Meeting contract performance requirements; or

   (iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater. The equipment and inventory procedures include:

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.

B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price ofthe property.

C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending $750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than $750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at https://comptroller.texas.gov/purchasing/docs/ugms.pdf.The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

   1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.

   2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

   3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at https://grants.tdem.texas.gov/.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____ ("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature:_____

Title:_____

Date:_____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature:_____

Title:_____

Date:_____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature:_____

Title:_____

Date:_____

City of Galveston

DEVELOPMENT SERVICES

Coastal Resources Division

dhenry@galvestontx.gov | 409-797-3621 | www.galvestontx.gov

Date: May 28, 2020

To: Brian Maxwell, City Manager

Hon. Mayor and City Council Members

From: Dustin Henry, AICP, Coastal Resources Manager

RE: Consider for action accepting a one-year renewal option of the contract with Aptim Environmental & Infrastructure, LLC. for professional services to perform wading depth and depth of closure surveys of the beach, and a one-year renewal option of the Interlocal Agreement between the City and the Galveston Park Board of Trustees regarding cost sharing for the project, and authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney. Funding to come from the Galveston Park Board of Trustees and the Beach Silo of the IDC 4B Sales Tax, in an amount not to exceed $103,149.00.

I. Background

A. On February 28, 2019, the Galveston City Council approved a proposal from Aptim Environmental & Infrastructure, LLC to perform wading depth and depth of closure surveys of the beach along Galveston Island.

B. City Council also entered into a cost-share Interlocal Agreement with the Galveston Park Board of Trustees, partners in the project. The Beach Silo of the Industrial Development Corporation (IDC) 4B Sales Tax funds the City's share of the project costs.

II. Purpose

A. This is a continuation of an effort that began in 2014 to collect topographic and bathymetric data of the shoreline on Galveston Island on an annual basis. This project will map and maintain a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and document beach and shoreline conditions for potential FEMA assistance after storm events.

B. Data collected in this project will be made available not only for the City and Park Board of Trustees, but also to property owners and home owners' associations in Galveston that seek to obtain Beach Maintenance Permits through the City of Galveston. This data is a necessary component of these permit applications.

C. The previous project (surveying conducted between 2014 and 2017) included a post-storm survey following Hurricane Harvey, which allowed the City to successfully demonstrate the volume of sand loss for those areas of beach that have received sand nourishment projects in recent years.

III. Current Situation

A. The terms of the agreement with Aptim Environmental & Infrastructure, LLC is for one year, with three one-year options to extend the agreement.

B. Aptim Environmental & Infrastructure, LLC has completed the first year of survey work. A report of their findings and comparisons to data collected in previous years is available on the Coastal Resources Division website: https://www.galvestontx.gov/560/Coastal-Resources-Division

C. The terms of the Interlocal agreement with the Galveston Park Board of Trustees is for one year, with three one-year options to extend the agreement.

D. The Park Board of Trustees, at their April 28, 2020 regular meeting, approved the one-year renewal option for the project, including the authorization for Park Board staff to submit payment of $55,230 to the City for the Park Board's share of the project cost.

IV. Issues

A. The annual surveying of the beaches is a necessary activity in order to document the movement of sand from engineered beaches that occurs both from ordinary erosion as well as from storm-related events, and is required for any future requests for public assistance from FEMA to recover lost sand volumes.

B. Data collected in this project is also required for the issuance of annual beach maintenance permits, and is important for mapping and maintaining a record of the location of the City's Dune Protection Line, a jurisdictional boundary the City is responsible for creating and maintaining in accordance with the Texas Administrative Code.

C. The one-year renewal option for both the contract and the Interlocal will need to be approved before Aptim Environmental & Infrastructure LLC can begin this year's survey work. The firm anticipates deploying in early to mid-July to maintain a one-year timeframe in between surveying activities.

V. Alternatives in Order of Priority

A. Authorize the City Manager to approve a one-year renewal option for both the Interlocal Agreement between the City of Galveston and the Galveston Park Board of Trustees and for the contract with Aptim Environmental & Infrastructure, LLC.

B. Do not authorize the City Manager to approve the renewal options.

VI. Recommendation

A. Authorize the City Manager to approve a one-year renewal option for both the Interlocal Agreement between the City of Galveston and the Galveston Park Board of Trustees and for the contract with Aptim Environmental & Infrastructure, LLC.

VII. Fiscal Impact Report

Requested by:	Dustin Henry, AICP Coastal Resources Manager	
Funding Sources:	IDC Beach Silo	$47,919.00
	Park Board of Trustees	$55,230.00
Costs of Implementation:	**Total**	**$103,149.00**

Project Costs are shared between the City of Galveston and the Park Board of Trustees per terms of the 2019 Interlocal Agreement.

VIII. Attachments

A. 2019 Interlocal Agreement between the City of Galveston and Galveston Park Board of Trustees (12 pages), which includes the professional services contract with Aptim (144 pages)

Respectfully Submitted,

Dustin Henry, AICP
Coastal Resources Manager, Department of Development Services

RESOLUTION NO. 19-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREMENT WITH THE GALVESTON PARK BOARD OF TRUSTEES FOR COST SHARING OF ANNUAL BEACH SURVEYS; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas ("the City") desires to enter an Interlocal Agreement with the Galveston Park Board of Trustees ("the Park Board") for purposes of allowing the City to cost share for the amount of Annual Beach Surveys; and,

WHEREAS, the City and Galveston County are authorized to enter into this agreement in accordance with the Interlocal Cooperation Act, Chapter 791, et seq., of the Texas Government Code and by Section 534.015 of the Texas Health and Safety Code; and,

WHEREAS, Council approval is required before the City can enter into interlocal agreements with political subdivisions of the State of Texas;

WHEREAS, the Park Board is considered a political subdivision under the laws of the State of Texas;

WHEREAS, in accordance with the Texas Interlocal Cooperation Agreement Act, the City and Galveston County recognize that any payments for the performance of governmental functions or services shall be from available current revenues; and,

WHEREAS, the City Council deems it in the public's interest to allow the City of Galveston to enter into an interlocal agreement with the Park Board to cost share for the Annual Beach Surveys, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, in substantially the same form as "Exhibit A" attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement attached hereto as Exhibit A, as approved by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 28th day of February 2019, as the same appears in records of this office.

IN TESTIMONRY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the 5th day of March, 2019.

Secretary for the City Council
Of the City of Galveston

CITY OF GALVESTON
1839

EXHIBIT A

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF GALVESTON, TEXAS,
AND
THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON, TEXAS

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GALVESTON	§	

This Interlocal Agreement is made and entered into effective on the 5th day of March, 2019, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the City of Galveston (hereinafter referred to as "CITY"), and the Park Board of Trustees of the City of Galveston (hereinafter referred to as "PARK BOARD").

WITNESSETH:

WHEREAS, the Parties recognize the major economic and environmental asset in the beaches of Galveston Island; and

WHEREAS, preservation of Galveston beaches will help protect the environment, tax base, public infrastructure, and public access to beaches and recreational opportunities; and

WHEREAS, the Parties desire to enter into an agreement whereby each Party is responsible for a proportionate share of the costs associated with conducting beach surveys along Galveston Island; and

WHEREAS, in accordance with the Act, the CITY and the PARK BOARD recognize that any payments for the governmental functions or services performed under this Agreement are from available current revenues and such other appropriations available by the Parties; and

WHEREAS, the Parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

Section 1. Incorporation of Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 2. Scope. The Parties hereby enter into this Agreement for the purpose of sharing the costs associated with conducting beach surveys along Galveston Island. In partnership with the PARK BOARD, the CITY submitted a Request for Qualifications (City RFQ #18-02) for the wading depth and depth of closure surveys and analysis for locations on Galveston Island. On February 28, 2019, the Galveston City Council approved acceptance of the proposal submitted by Aptim Environmental & Infrastructure, Inc. The Parties agree that the scope of work to be performed is that work set forth in "Attachment A" to the response to City RFQ #18-02 submitted by Aptim Environmental & Infrastructure, Inc. The response including the scope of work document is attached hereto as Exhibit A with said exhibit being incorporated into this document for all purposes as though each and every sentence of Exhibit A was set forth in this paragraph. The Parties agree to share the cost of the scope of work in the following manner based on the breakdown of the costs detailed in Exhibit B to this agreement (all dollar amounts are approximations; the actual cost shall be allocated according to percent):

Schedule	Description	Cost (in Dollars)	Responsible Party	Responsible Party Percent	Responsible Party Cost
A.	**Annual Surveys**				
	Year 1 Surveying				
	Depth of Closure Surveys for Engineered Beaches (44 Profiles)	$55,230.00	Park Board	100%	$55,230.00
	RTK GPS Wading Depth Surveys (96 Profiles)	$54,271.00	City	100%	$54,271.00
	UAS/Drone Proof of Methodology Study	$12,167.00	City	50%	$6,083.50
			Park Board	50%	$6,083.50
	Year 2 Surveying				
	Depth of Closure Surveys for Engineered Beaches	$55,230.00	Park Board	100%	$55,230.00
	Wading Depth Surveys (UAS and 20 Profiles)	$47,919.00	City	100%	$47,919.00
	Year 3 Surveying				
	Depth of Closure Surveys for Engineered Beaches	$55,230.00	Park Board	100%	$55,230.00
	Wading Depth Surveys (UAS and 20 Profiles)	$47,919.00	City	100%	$47,919.00
	Year 4 Surveying				
	Depth of Closure Surveys for Engineered Beaches	$55,230.00	Park Board	100%	$55,230.00
	Wading Depth Surveys (UAS and 20 Profiles)	$47,919.00	City	100%	$47,919.00

Schedule	Description	Cost (in Dollars)	Responsible Party	Responsible Party Percent	Responsible Party Cost
B.	**Optional Services**				
	Post Storm Event Surveying (Category G Only)				
	Depth of Closure Surveys for Engineered Beaches	$55,230.00	*	100%	$55,230.00
	Contingency Cost to Restore Control Points (up to Four Control Points-2 Days)	$6,497.00	*	100%	$6,497.00
	Storm Assessment Report & Coordination with FEMA	$29,552.00	*	100%	$29,552.00
	Post Storm Event Surveying (Category B and G)				
	Depth of Closure Surveys for Engineered Beaches	$55,230.00	*	100%	$55,230.00
	Wading Depth Surveys (UAS)	$47,919.00	*	100%	$47,919.00
	Contingency Cost to Restore Control Points (up to Four Control Points-2 Days)	$6,497.00	*	100%	$6,497.00
	Storm Assessment Report & Coordination with FEMA	$41,027.00	*	100%	$41,027.00
C.	**Beach Maintenance Plan – Optional**	$47,600	**	100%	$47,600
D.	**Shoreline Change Analysis (Deleted from BAFO at City Request)**	N/A			
E.	**GIS Deliverables (Included with Survey Deliverables)**	N/A			
* The cost will be the responsibility of the Party that is the applicant for FEMA Project Worksheets.					
** The cost will be the responsibility of the Party that initiates this project.					

Section 3. Insurance. Each Party agrees to provide the minimal level of general liability insurance as required by State law. In the event of any cause of action or claim asserted against the CITY or the PARK BOARD, the Party or Parties will provide the other Party or Parties timely notice of such claim, dispute or notice. Thereafter, to the extent allowed by law, the CITY and/or the PARK

BOARD shall at their own expense, faithfully and completely defend and protect themselves against any and all liabilities arising from the claim, cause of action or notice.

Section 4. Liability. The Parties, being fully cognizant of the provisions of TEX. GOV'T. CODE § 791.006(a), nonetheless agree and intend that each shall be responsible for its own actions and those of its members, while providing emergency assistance, traveling to or from the scene of emergencies, or in any manner of providing services pursuant to and within the scope of this agreement, or a written supplement hereto. It is therefore expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder. Under no circumstances shall either Party be deemed an employee of the other Party. Any and all joint venture or partnership status is hereby expressly denied and the Parties expressly state that they have not formed, either expressly or impliedly a joint venture or partnership.

Section 5. Immunity Retained. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

Section 6. Waiver of Claims Against Parties. Each Party hereto waives all claims against the other Party hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer or employee of another Party. Provided however, that this waiver shall not apply in those cases in which the claim results from the failure of the requesting Party to accept responsibility for any civil liability for which the requesting Party is responsible as determined by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.

However, neither Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims airing in the exercise of its governmental powers and functions.

This Agreement shall not be construed to be for the benefit of any third Party.

Section 7. Term. The term of this Agreement is for one (1) year with three (3) one-year options for a total of four (4) years, unless earlier terminated by providing 90 days written notice.

Section 8. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification of, or waiver of any right under, this Agreement will be effective unless it is evidenced in writing, executed by an authorized representative of each Party to this Agreement.

Section 9. Compliance with All Applicable Laws. This Agreement is intended to enhance emergency planning by the Parties. It is not meant to supersede or negate any other Agreements entered into by the Parties. The Parties will comply with all applicable federal, state, and local laws, rules,

ordinances and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

Section 10. Venue. Venue of any dispute arising out of this agreement shall be in Galveston County, Texas.

Section 11. Headings. All headings and captions are for convenience only and shall not modify, limit or alter any provision of this Agreement.

Section 12. Authority. The Parties hereby respectively covenant, agree, represent, and warrant, each to the others, that this Agreement and any other documents to be executed and delivered by such Party in connection herewith is, and upon execution will be, duly authorized, executed, and delivered, and is, and upon execution will be, the legal, valid, and binding obligation of such Party, without the requirement of any further or additional approvals or consents and do not, and upon execution will not, violate any provisions of any agreement, obligation or applicable law, regulation, rule or order to which such Party is subject.

Section 13. Authority. The persons signing this Agreement on behalf of the CITY and PARK BOARD represent to each other that this Agreement, the transactions contemplated in this Agreement, and the execution and delivery of this Agreement have been duly authorized by all necessary governing bodies, corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of CITY and PARK BOARD pursuant to section 791.001 et seq. of the Texas Government Code. The Parties further acknowledge that each other party may only act as authorized by law and that any act of an employee or officer that is not duly authorized is void.

Section 14. Understanding, Fair Construction. By execution of this Agreement, the Parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

Section 15. Attorneys Fees. In the event of any litigation to interpret or enforce the provisions of this Agreement then the prevailing Party shall be entitled to recover its reasonable attorneys' fees and expenses including costs of court from the non-prevailing Party.

Section 16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or in the Lease or the Assignment, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 17. Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

FOR THE CITY OF GALVESTON

City Manager
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Phone: 409.797.3520
Fax: 409.797.3521

with copy to: City Attorney
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Phone: 409.797.3520
Fax: 409.797.3521

FOR THE PARK BOARD OF TRUSTEES

Executive Director
Park Board of Trustees
of the City of Galveston
601 Tremont, Suite 201
Galveston, Texas 77550
Phone: 409.797.5000
Fax: 409.762.8911

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which taken together constitute one and the same agreement.

Section 19. Effective Date. This Agreement shall be effective as of the 5th day of March, 2019.

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell
City Manager

APPROVED AS TO FORM:

By: _____
Don Glywasky
City Attorney

THE PARK BOARD OF TRUSTEES OF
THE CITY OF GALVESTON, TEXAS

By: _____
Spencer Priest
Chair of Park Board
Chairperson for the Galveston
Park Board of Trustees

APPROVED AS TO FORM:

By: _____
Carla Cotropia
Counsel for the Park Board

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE me Janelle Williams a Notary Public, on this day personally appeared **Brian Maxwell, City Manager of the CITY OF GALVESTON, TEXAS**, a duly incorporated municipal corporation of the State of Texas, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of March, 2019.

Janelle Williams
NOTARY PUBLIC in and for
The State of Texas
Typed or printed name of Notary
My commission expires: 9/9/2020

JANELLE WILLIAMS
Notary Public, State of Texas
Comm. Expires 09-09-2020
Notary ID 5573480

EXHIBITS A and B

Response from Aptim
Including Scope of Work in Attachment A

CITY SECRETARY'S OFFICE
RECEIVED
MAR 05 2019
CITY OF GALVESTON

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this 5th day of March, ~~2018~~ 2019, by and between the City of Galveston, Texas, hereinafter called the "City", and Aptim Environmental & Infrastructure, LLC. hereinafter called "COMPANY" or "Contractor," with offices located in Houston, Texas in connection with the following project:

BEACH SURVEY 2018-2022

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit "A", identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

   The Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 90 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies

will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed ***the amounts set forth in Exhibit B, Breakdown of Costs, Table 1. Breakdown of the costs associated with Schedule A, B, C, D, and E***; any changes, or modifications, in cost shall be agreed to in writing by both parties. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.

8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

9. INDEMNIFICATION: **FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if

one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall materially fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall materially violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If after said notice period COMPANY has not cured the alleged default or taken substantial steps to cure (in the event the alleged default by its nature cannot be cured within the notice period), then the City may terminate this Agreement. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.

12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.

13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. Parties in Interest: Except as may be specifically set forth in this Agreement, (i) nothing expressed or referred to in this Agreement shall be construed to give any person, body, or legal entity, other than the City and COMPANY, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement; and (ii) there are no third-party beneficiaries to this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the City and COMPANY.

16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.

17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to:

    a. **Commercial general liability insurance**:

       $2,000,000 general liability (includes products and personal, etc.) per occurrence and in the aggregate

       $1,000,000 fire damage

       $1,000,000 automobile damage per accident

       $500,000 workers compensation employers' liability

       Statutory limits for workers compensation

    Insurance coverage shall be on an "**occurrence basis**"

18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

22. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

23. COMPLIANCE CLAUSES:

a. NO GOVERMENTAL OBLIGATION TO THIRD PARTIES: The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

c. ACCESS TO RECORDS AND REPORTS: The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

d. EQUAL EMPLOYMENT OPPORTUNITY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

e. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must

include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

i. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

iii. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

iv. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of

this section.

g. LOBBYING:

i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that

all subrecipients shall certify and disclose accordingly.

a. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

b. The Contractor, Aptim Environmental & Infrastructure, Inc. certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

h. CLEAN AIR 42 U.S.C. § 7401 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

a. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

i. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

j. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

2. (ii) Meeting contract performance requirements; or

3. (iii) At a reasonable price.

b. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

k. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

l. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

With copy to: Aptim Environmental & Infrastructure, LLC.
Legal Department
4171 Essen Lane,
Baton Rouge, LA 70809

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: 3/5/19

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC.

BY: _____

NAME: Jeffrey L. Andrews, PSM

TITLE: Director of Operations

DATE: 1/8/2019

Approved As To Form

_____

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Attest:

_____

City Secretary's Office

APTIM

2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Tel: +1 910 791 9494
Kenneth.Willson@aptim.com

September 14, 2018

City of Galveston
Purchasing Division
823 Rosenberg St.
Room 306
Galveston, TX 77550

Subject: Best and Final Offer for RFQ # 18-02 Beach Surveys

To Whom It May Concern:

Aptim Environmental & Infrastructure, Inc. (APTIM) is pleased to provide you with this Best and Final Offer (BAFO) in response to your request dated August 7, 2018. Furthermore, APTIM's BAFO reflects the additional information provided to us in your email dated September 7, 2018. Services to be provided by APTIM described in the attached BAFO include annual surveys of Galveston Island for a 4-year term, optional post-storm surveys, and an optional Beach Maintenance Plan.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. Exhibit B includes a breakdown of costs by Schedule and sub-task.

The following deliverables have been identified and are described in detail in Exhibit C – List of Deliverables:

- Monthly Progress Reports;
- Annual Survey Report/Post-Storm Survey Report;
- Storm Assessment Report - Optional;
- Beach Maintenance Plan - Optional

This proposal is based on the Professional Services Contract provided by the City, reviewed by APTIM, with included comments for your consideration.

Sincerely,

Jeffrey L. Andrews, PSM
Director of Operations
Aptim Environmental & Infrastructure, Inc.

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
CITY OF GALVESTON, TEXAS
BEST AND FINAL OFFER
RFQ # 18-02 BEACH SURVEY

Aptim Environmental & Infrastructure, LLC. (APTIM) proposes to provide professional services to the City of Galveston, Texas (City) in accordance with the request for Best and Final Offer (BAFO) dated August 7, 2018. Services to be provided by APTIM under this agreement include annual beach surveys, optional post storm surveys and storm damage analysis reports, the preparation of a beach maintenance plan, and preparation of GIS data deliverables. These services are described in detail in the following sections.

SCHEDULE A – ANNUAL SURVEYS

Under Schedule A services, APTIM will conduct beach survey services for a four (4) year term.

Year 1 Surveying

During Year 1, APTIM will conduct beach profile surveys of 140 beach profiles along Galveston Island between Station 550+00, located approximately 1,000 ft. southwest of the South Jetty, and Station 570+00, located approximately 3,000 ft. northwest of San Luis Pass. Eleven profiles along Jamaica Beach and the Galveston Island State Park, namely Stations 1200+00 through 1100+00, are not included in the survey of Galveston Island. The survey is split into two parts based on whether the profile is located in the vicinity of an engineered beach project. The two types of surveys to be conducted will be "Depth of Closure Surveys" and "Wading Depth Surveys". In addition, in Year 1, APTIM will conduct a UAS/Drone proof of methodology study. The scope of work for each type of survey as well as the proof of methodology study is provided in the following sections.

Survey Control Reconnaissance:

Prior to the start of the surveys, reconnaissance of published National Geodetic Survey NGS 2nd order control (or higher) control monuments will be conducted to confirm that survey control is in place and undisturbed. Real Time Kinematic Global Positioning System (RTK GPS) and Static GPS techniques will be used to locate and confirm survey control for this project. Static GPS methods will also be utilized to establish temporary benchmarks (TBMs) in the event that the published survey control is disturbed or insufficient to cover the entire survey area. Survey control from historic survey events will be located and utilized to allow for past survey comparison and datum compatibility.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each survey day using at least two 2nd order monuments or TBMs in the project area to ensure system and network stability. RTK GPS utilizes statistical methods to ensure data remains within the 95% confidence interval and meets the accuracy required for this survey.

All horizontal positions will be collected in US survey feet relative to the North American Datum of 1983/2011 (NAD 83/11). All vertical data will be collected in US survey feet relative to the North American Vertical Datum of 1988 (NAVD 88), Geoid 12b.

Costs associated with establishing survey control are incorporated into the cost of Depth of Closure and Wading Depth surveys.

Depth of Closure Surveys

The standard method used to monitor beach nourishment projects involves conducting repeated beach profile surveys to determine the changes in volume of sand along the beach nourishment project. During the construction of a beach nourishment project, the addition of sand along a particular portion of the beach, creates a protrusion in the shoreline. Over time, natural wave forces work to smooth this un-natural alignment back to a more straight alignment. That process typically occurs through the spreading or diffusion of sand laterally off of a project. This principle is described in the National Research Council's 1995 publication titled *Beach Nourishment and Protection.* The accurate measurement of this lateral spreading is useful in accurately accounting for end losses and diffusion and designing future beach nourishment projects. Based on the length of the beach fill projects constructed along Galveston Island, APTIM is recommending collection of depth off closure profiles along the shoreline 5,000 ft. on either side of the Historic Seawall Beach and Babe's Beach project area that extends from Stations 360+00 to 110+00. With respect to the Dellanera project, APTIM is recommending collection of depth of closure profiles 2,000 feet on either side of the project that extends from Stations 0+00 to 1490+00.

APTIM will conduct depth of closure surveys along forty-four (44) profiles in the vicinity of the three engineered beach projects, namely Historic Seawall Beach, Babe's Beach, and Dellanera Beach. These profiles include Stations 410+00 to 60+00 and 20+00 to 1470+00. Elevations will be collected at sufficient spacing to provide an accurate representation of the beach profile including all grade breaks and required features. Depth of Closure surveys will be collected in two parts concurrently utilizing two field crews.

<u>Upland and Nearshore Beach Profiles (Topography):</u> Cross-sections of the upland beach will be surveyed using extended rod RTK GPS rovers, standard RTK GPS rovers, and differential leveling techniques. Extended rod RTK GPS rovers are used to augment RTK GPS survey capability into the nearshore. The current systems allow surveyors from APTIM to collect the entire beach profile with RTK GPS technology. Incorporation of RTK GPS into monitoring surveys greatly reduces the potential for human error during data collection and reduction. Differential leveling will only be used in areas where RTK

GPS fix is lost due to overhead cover or loss of satellite coverage. The use of multi-constellation Trimble R10 and R8 receivers will limit leveling to a minimum.

The nearshore portion of the survey will commence from a point overlapping the upland data to ensure seamless transitions and extend seaward to a point overlapping the offshore data collected by the survey vessel by a minimum of fifty (50) feet. The nearshore portion of the profiles will be surveyed by two (2) surveyors with an Extended Rod Trimble RTK GPS rovers who enter the water wearing Personal Floatation Devices (PFD). This system allows surveyors from APTIM to obtain RTK GPS data in the nearshore region while maintaining data accuracy and personal safety.

Offshore Profiles (Hydrography): The offshore survey will be conducted using an ODOM Hydrotrac sounder with digitizer (or equivalent) on APTIM's 24-foot survey vessel with a centrally located hull-mounted transducer. A Trimble RTK GPS and a TSS dynamic motion sensor will be used onboard the survey vessel to provide instantaneous tide corrections as well as heave corrections. Manual tide readings will be taken while conducting the onshore portion of the profile to verify onboard tide readings. In order to maintain the vessel navigation along the profile lines, HYPACK navigation software will be used for real time navigation and data acquisition.

Offshore profiles will extend seaward to the projected depth of closure. The offshore data collection landward limit will be based on a safe approach distance for the survey vessel based on conditions. All offshore data will have a minimum overlap of fifty (50) feet with the nearshore beach profile.

The sounder will be calibrated with a sound velocity probe and conventional bar-check at the beginning and end of each survey day. The Odom DigiBar PRO sound velocity probe provides a fast and accurate sounder calibration as compared to the traditional bar-check. Bar-checks will be performed as a redundant calibration from a depth of five (5) feet to a minimum depth of twenty (25) feet.

Wading Depth Surveys

APTIM will conduct wading depth surveys along ninety-six (96) profiles, not included in the Depth of Closure Survey scope described in the previous section. These profiles include Stations 550+00 to 420+00, 50+00 to 30+00, 1460+00 to 1210+00 and 1090+00 to 570+00. Elevations will be collected at sufficient spacing to provide an accurate representation of the beach profile including all grade breaks and required features. Data will be collected from the upland limit to the -1 foot contour (NAVD).

Cross-sections of the beach will be surveyed using extended rod RTK GPS rovers, standard RTK GPS rovers, and differential leveling techniques. Extended rod RTK GPS rovers are used to augment RTK GPS survey capability into the nearshore. The current

systems allow surveyors from APTIM to collect the entire beach profile with RTK GPS technology. Incorporation of RTK GPS into monitoring surveys greatly reduces the potential for human error during data collection and reduction. Differential leveling will only be used in areas where RTK GPS fix is lost due to overhead cover or loss satellite coverage. The use of multi-constellation Trimble R10 and R8 receivers will limit leveling to a minimum.

Data Processing and Survey Deliverables: Upon completion of the field work, data will be processed using APTIM's internal software programs, Trimble Business Center, ArcGIS, and HYPACK. The offshore data will be processed using HYPACK and a ASCII XYZ file will be created and exported for plan view maps as well as cross-section plots. Onshore and offshore data will be merged and a representative cross-sectional plot derived for each profile line. All data will undergo strict quality control procedures including tidal verification, historical data comparison, static verification of all GPS control, and RTK GPS control checks. Shoreline change calculations and will be conducted for all areas with additional volumetric change calculations performed for the engineered beaches.

Upon completion of data processing, a report certified by a Texas registered land surveyor detailing survey methods and results including will be prepared. The report will include:

1. Control Monument Information (Including UAS GCPs and Survey Control Monuments)
2. Shoreline and Volumetric Change Results
3. GIS Metadata
4. Beach Cross-Section Plots
5. ASCII XYZ Data Files(topography and Bathymetry)
6. Ground and Aerial Digital Photography
7. Survey Field Notes
8. Plan-View Survey Maps

UAS/Drone Proof of Methodology Study

A trial UAS aerial survey will be conducted concurrently with the Year 1 conventional survey in order to verify the quality and accuracy of UAS topographic survey methods proposed by APTIM. Three (3), 5000-foot sections of the Island will be surveyed to represent variable beach types found on the Island. A series of existing and newly established ground control point (GCPs) will be located with RTK GPS prior to the UAS flight. Up to ten additional GCPs will be placed on the day of flight to supplement existing GCPs. All GCPs will be located relative to control monuments used for the traditional profiles collection to ensure GPS network stability.

UAS data will be processed using ESRI ArcGIS products (or equivalent) for creation of a digital elevation model (DEM). Cross-section will be extracted from the DEM for comparison to the traditional RTK GPS profile collection. Results of the accuracy analysis and APTIM's recommendations for future surveys will be provided to the City in a letter report.

Years 2, 3, and 4 Surveying

In Years 2, 3, and 4, APTIM will conduct depth of closure surveys and wading depth surveys of the same beach profiles as described under the scope of work for Year 1. The depth of closure surveys will be conducted using the same methodology as described previously in this scope of professional services. Assuming the Proof of Methodology study conclusively determines that the UAS/Drone can be used to conduct the Wading Depth Surveys, the following methodology will be used to conduct those surveys in Years 2, 3, and 4.

UAS/Drone Wading Depth Surveys: APTIM will conduct wading depth surveys using UAS/Drone technology along Galveston Island between Stations 550+00 to 420+00, 50+00 to 30+00, 1460+00 to 1210+00 and 1090+00 to 570+00.

Several flights will be needed to collect the entire project area. Prior to all UAS flights, a RTK GPS survey of the GCPs and survey control monuments will be conducted following the control reconnaissance procedures described for the Year 1 Survey.

UAS data collection will be conducted using a DJI Phantom IV unmanned aircraft. Flights will be planned to maximize coverage per transect while maintaining the resolution needed to derive an accurate topography of the ground. All FAA procedures and rules according to Part 107 will be followed. UAS Data will be processed using ESRI ArcGIS tools for DEM creation and cross-section extraction. A cross-section will be extracted for all stations stated above.

In addition to UAS data collection, RTK GPS profiles will be collected at 5000' spacing for ground truthing and DEM validation. RTK GPS profile collection will follow the same methods as outlined in the Year 1 Survey procedures described above.

Data Processing and Survey Deliverables: Data processing will follow the same methods and deliverables included in the Year 1 Survey with the inclusion of the complete UAS flight as described above.

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
CITY OF GALVESTON, TEXAS
BEST AND FINAL OFFER
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SCHEDULE B – OPTIONAL SERVICES

Typically, coastal communities are eligible for public assistance funds for their beaches through Category B and Category G of the Public Assistance Program authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Category B stipulates that if a natural or engineered beach has eroded to a point where a 5-year flood could damage improved property, cost-effective emergency protective measures on the beach that protect against damage from that flood are eligible. Eligible measures typically include the construction of emergency sand berms to protect against additional damage from a 5-year flood. Category G allows for beaches to be considered eligible facilities for Public Assistance funds under certain conditions. Both types of assistance require surveying to be conducted to determine the eligibility of a community to receive Public Assistance.

Post Storm Event Surveying (Category G Only)
In the event that a storm impacts the City of Galveston beaches, and the City determines they wish to apply for Category G Public Assistance for the engineered beaches previously constructed (Historic Seawall Beach, Babe's Beach, Dellanera Beach), APTIM will conduct a post storm depth of closure survey of the profiles from Stations 410+00 to 60+00 and 20+00 to 1470+00, for a total of forty-four (44) profiles. APTIM will use the same methodology to conduct this survey as is described under *Schedule A – Annual Surveys, Year 1 Surveys, Depth of Closure Surveys.*

Contingency to Restore Control Points:
APTIM will establish control monuments in the event that the existing survey control monuments are lost to the extent that the GPS network is compromised or provides insufficient coverage for the survey area.

Control will be established using Static GPS session methods tied to multiple National Geodetic Survey (NGS) Continually Operating Reference Stations (CORS). Multiple GPS receivers will be deployed simultaneously to log satellite observations on multiple control points. Observations will be logged so there is a minimum of 8 hours of overlapping observations for each receiver on each survey monument. A second set of observations will be collected using different receivers for redundant measurement and adjustment purposes.

Static observations will be processing using the NGS Online Positing User Service Projects (OPUS-Projects) utility. All processing will be conducted by an NGS trained OPUS-Projects manager. A processing report will be prepared including adjustment report and a final fully constrained coordinate solutions.

Please note this task is contingent on being onsite for a Post-Storm Survey. No travel or mobilization is included with this task.

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
CITY OF GALVESTON, TEXAS
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Storm Assessment Report and Coordination with FEMA (Category G Only):
Upon completion of survey data acquisition, APTIM will conduct a volume change analysis to determine changes that occurred as a result of the impact of the Storm. The net change in volume will be calculated for each profile between the most recent pre-storm survey and the post-storm survey. Volume changes within the project areas (Historic Seawall Beach, Babe's Beach, and Dellanera Beach) will be calculated using the average end area method.

Once the volume change analysis is complete, APTIM will prepare a post-storm assessment report. The report will provide the calculated volume change due to the impact of the storm. Profile drawings will be provided to show a comparison of the current status of the beach with the most recent pre-storm survey conditions. Plan view drawings of the profile data will be provided showing the project limits. Likewise, the report will include survey notes, a description of methodology, and survey monument information. In addition, the post-storm report will include the development of a cost estimate for the restoration of the projects, focused on volume losses resulting from the storm. The cost estimate will consider additional permitting required to construct the restoration project, engineering costs, available sand sources, and direct construction costs. Deliverables will include two (2) hardcopies of the report with USB drives which will include digital versions of the report, appendices, and data.

Once a declaration is made, the State, assisted by FEMA will conduct applicant briefings with the City to inform them of the assistance available and how to apply. The City typically must file a request for Public Assistance with the State within 30 days of the declaration. Following the Applicant's Briefing, a Kickoff Meeting will be conducted during which time damages will be discussed, needs assessed, and a plan of action will be established. A combined team of Federal/State/local members will proceed with Project Formulation, which is the process of documenting the eligible facility, the eligible work, and the eligible cost for fixing the damages to public facilities identified by State or local representatives. The team will prepare a Project Worksheet (PW) for each project.

APTIM will respond to requests made by the City to participate in this process. This may include, but is not limited to, preparation of letters, providing technical data, attending meetings and participating in conference calls. Our cost estimate to provide these support services assumes the following:

- One (1) in-person meeting is included to present the findings of the post-storm analysis to the City;
- One (1) in-person meeting is included to support the City during meetings with FEMA and State/Local disaster response representatives;
- Preparation of up to two (2) additional requests for information by FEMA or State/Local disaster response agencies;

- Participation in up to four (4) conference call meetings with City staff to discuss the project.

Post Storm Event Surveying (Category B and G):
If the City determines it wishes to apply for both Categories B and G Public Assistance following a storm, APTIM will conduct a post storm depth of closure and wading depth survey along Galveston Island as described under *Schedule A – Annual Surveys, Year 2, 3, and 4 Surveys.* The methodology to be used will be the same as described under *Schedule A – Annual Surveys, Year 2, 3, and 4 Surveys.* The total number of surveys of each type will be forty-four (44) depth of closure surveys and ninety-six (96) wading depth surveys.

If necessary, APTIM will establish control monuments as described under *Schedule B – Optional Services, Contingency to Restore Control Points.*

Upon completion of survey data acquisition, APTIM will conduct a volume change analysis to determine changes that occurred as a result of the impact of the Storm. The net change in volume will be calculated for each profile along the engineered beaches as previously described. For Category B damages, volume changes will focus on volume lost to the dune system and elevation along the island. Upon completion of post storm analyses, APTIM will prepare a post-storm assessment report in a similar matter described under *Schedule B – Optional Services, Storm Assessment Report and FEMA Coordination (Category G Only).* The cost included in *Exhibit B – Breakdown of Costs,* for *Storm Assessment Report and FEMA Coordination (Category B and G)* reflects additional efforts to quantify dune losses outside of the engineered beach sections, additional cost estimating for potential dune repair projects, and an increase in coordination with FEMA to account for Category B Public Assistance.

SCHEDULE C – BEACH MAINTENANCE PLAN

Under 44 CFR 206.226(j)(2), work on improved beaches may be eligible for FEMA Public Assistance (PA) if the project is impacted by a presidentially declared disaster or emergency. Work is eligible under the following conditions: 1) the beach is not a federally constructed shoreline under the specific authority of USACE; 2) the beach was constructed by the placement of imported sand—of proper grain size—to a designed elevation, width, and slope; and 3) that the applicant has established and adhered to a maintenance program involving periodic renourishment with imported sand to preserve the original design.

The latest FEMA guidance further establishes that placement of sand under the following circumstances does not meet this requirement:

- Emergency or "one-time" nourishment, even if to a design
- Emergency or "as needed" renourishment when the beach has eroded to a critical condition where all of the original nourishment is gone
- Partial renourishment or "hot spot" nourishments
- Renourishment using material from a channel maintenance project, because dredge spoils do not meet compatibility design criteria and the amount placed is dependent on the amount dredged, not the beach design.

APTIM believes that the City can best position itself to be eligible for FEMA public assistance under Category G in the event of future storm impacts, through the development of a Beach Maintenance Plan. This belief is based on APTIM's long history assisting clients with successfully obtaining FEMA reimbursement for repairs to beach nourishment projects.

APTIM will develop a Beach Maintenance Plan for the City, in order to best position the community for potential Public Assistance funding following a presidentially declared disaster. The maintenance plan will clearly define the beach fill design, document the as-built volume of sand placed, and document the plan for maintaining the project in the future including re-nourishment thresholds and availability of sand sources sufficient to conduct renourishment.

APTIM will utilize previous design documents for the engineered beaches, namely Historic Seawall Beach, Babes Beach, and Dellanera Beach to document the beach fill projects constructed to date. This will include as-built volumes placed during construction. The previous design documents will also be used to document the design criteria for the beach. Furthermore, APTIM will use historic beach profile data to establish erosion rates that will be used to determine the volume of advanced fill needed for future maintenance events.

FEMA guidance asserts that renourishment using material from a channel maintenance project is ineligible because dredge spoils do not meet compatibility design criteria and the amount placed is dependent on the amount dredged, not the beach design. The development of the Beach Maintenance Plan, will include an analysis to determine the sediment compatibility between potential sand sources and the existing beaches.

APTIM will collect eleven (11) samples from specifically defined locations along nine (9) profiles. Six (6) profiles will be taken within the engineered beach projects and three (3) will be taken adjacent to the engineered beach projects. On each profile, five (5) samples will be collected landward of the mean low water (MLW) contour, five (5) samples will be collected seaward of the MLW contour, and one (1) additional sample at the MLW line for a total of eleven (11).

The sediment samples collected along each profile will be individually analyzed to determine color and grain size distribution. During sieve analysis, the wet, dry and washed Munsell colors will be noted. Sieve analysis of the sediment samples will be performed in accordance with the American Society for Testing and Materials (ASTM) Standard Methods Designation D 422-63 for particle size analysis of soils. This method covers the quantitative determination of the distribution of sand size particles. For sediment finer than the No. 230 sieve (4.0 phi) the ASTM Standard Test Method, Designation D 1140-00 will be followed. Weights retained on each sieve will be recorded cumulatively. Grain size results will be entered into the gINT® software program, which computes the mean and median grain size, sorting, silt/clay percentages for each sample using the moment method.

Upon completion of individual sediment analysis, composite sediment characteristics will be calculated for each profile as well as for each project area. APTIM will obtain information on sediment characteristics for the channel borrow sources previously used to construct the Historic Seawall Beach, Babe's Beach, and Dellanera Park Beach projects from the City and/or its engineer. APTIM will obtain information on sediment characteristics for offshore sand resources from reports developed by APTIM (formerly CPE) in 2007, while working under contract for Galveston and Jefferson Counties. Comparison tables will be provided to show existing beach and borrow source mean grain size, median grain size, sorting, color, and percent fine grained material, which is defined as sediments passing through the No. 230 sieve (4.0 phi). Additional deliverables associated with the sediment compatibility analysis will include maps showing the locations of samples and borrow sources as well as granularmetric reports and grain size distribution curves for each sample.

APTIM will prepare a Beach Maintenance Plan to serve as documentation that the City's beach projects meet the PA criteria established by FEMA. This document can then be provided to FEMA if a project is impacted by a presidentially declared disaster. The Beach Maintenance Plan will include a description of the project design, construction activities to date, anticipated volume and cost for maintenance, schedule of maintenance and the monitoring protocols being employed by the City. APTIM will coordinate with the City's staff to identify current and future funding sources and document these in the Beach Maintenance Plan. The Beach Maintenance Plan will also identify supplemental borrow sites available for future projects in order to clearly establish the fact that nourishment of the projects is not dependent on the amount of sand dredged for channel navigation maintenance.

Barring any unforeseen issues, the Beach Maintenance Plan will be delivered to the City ninety (90) days following the collection of beach profile survey data and sediment samples. This schedule is contingent on the City providing the necessary sediment characteristic and as-built data for the Historic Seawall Beach, Babe's Beach, and Dellanera Beach projects in a timely manner. The Beach Maintenance Plan will be

developed in a way consistent with guidance provided by FEMA under Disaster Assistance Fact Sheet 9580.8 issued in October 2009 by Elizabeth Zimmerman. Upon receipt of comments from the City, APTIM will address relevant comments and provide a Final version of the Beach Maintenance Plan. Two (2) hardcopies and two (2) digital copies of the Final Beach Maintenance Plan will be provided to the City at the time of completion.

SCHEDULE D – SHORELINE CHANGE ANALYSIS

This section has been deleted in response to the email from Susan Serrano dated September 4, 2018.

SCHEDULE E – GIS DELIVERABLES

All GIS deliverables specifically described in this proposal will be provided in a format that meets the requested data formats specified in the City's request for BAFO dated August 7, 2018. Specifically, GIS data files will use ArcGIS metadata format and include the following information:

- Name & alias
- Data tags
- Description of the data – Summary & detailed description, specific to the feature class
- Collection methods and equipment used – how and when data was collected, by whom, and other pertinent information
- Description of codes and attribute field information, field aliases
- Scale and spatial reference
- Source of the data
- Contact information of the person/company who collected and prepared the data
- Statement of issues with the data, appropriate uses, or data sensitivity (how the data should/shouldn't be used).

No additional cost associated with providing deliverables in this format is required, as our costs for Schedule A – C incorporate the necessary efforts required to provide data in these formats.

The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to APTIM as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.

EXHIBIT B:
BREAKDOWN OF COSTS
CITY OF GALVESTON, TEXAS
BEST AND FINAL OFFER
RFQ # 18-02 BEACH SURVEY

Table 1. Breakdown of the costs associated with Schedule A, B, C, D, and E.

Schedule	DESCRIPTION	Cost
A.	**Annual Surveys**	
	Year 1 Surveying	
	Depth of Closure Surveys for Engineered Beaches (44 Profiles	$55,230
	RTK GPS Wading Depth Surveys (96 Profiles)	$54,271
	UAS/Drone Proof of Methodology Study	$12,167
	Year 2 Surveying	
	Depth of Closure Surveys for Engineered Beaches	$55,230
	Wading Depth Surveys (UAS and 20 Profiles)	$47,919
	Year 3 Surveying	
	Depth of Closure Surveys for Engineered Beaches	$55,230
	Wading Depth Surveys (UAS and 20 Profiles)	$47,919
	Year 4 Surveying	
	Depth of Closure Surveys for Engineered Beaches	$55,230
	Wading Depth Surveys (UAS)	$47,919
B.	**Optional Services**	
	Post Storm Event Surveying (Category G Only)	
	Depth of Closure Surveys for Engineered Beaches	$55,230
	Contingency Cost to Restore Control Points (up to Four Control Points-2 Days)	$6,497
	Storm Assessment Report & Coordination with FEMA	$29,552
	Post Storm Event Surveying (Category B and G)	
	Depth of Closure Surveys for Engineered Beaches	$55,230
	Wading Depth Surveys (UAS)	$47,919
	Contingency Cost to Restore Control Points (up to Four Control Points-2 Days)	$6,497
	Storm Assessment Report & Coordination with FEMA	$41,027
C.	**Beach Maintenance Plan - Optional**	$47,600
D.	**Shoreline Change Analysis (Deleted From BAFO at City Request)**	N/A
E.	**GIS Deliverables (Included with Survey Deliverables)**	N/A

EXHIBIT C:
LIST OF DELIVERABLES
CITY OF GALVESTON, TEXAS
BEST AND FINAL OFFER
RFQ# 18-02 BEACH SURVEY

The following items have been identified by APTIM as deliverables to the City for the completion of this scope of services.

- Monthly Progress Reports;
- Annual Survey Report/Post-Storm Survey Report;
- UAS/Drone Proof of Methodology Study Letter Report;
- Storm Assessment Report – Optional
- Beach Maintenance Plan - Optional

A detailed description and an individual schedule for each deliverable are provided below.

Monthly Progress Reports: APTIM will provide a 1 page summary of the project status via e-mail approximately every 30 days during the course of the anticipated 4 year contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Annual Survey Report/Post-Storm Survey Report: Upon completion of data processing, a report certified by a Texas registered land surveyor detailing survey methods and results will be prepared and provided to the City. The report will include the following items.

1. Control Monument Information (Including UAS GCPs and Survey Control Monuments)
2. Shoreline and Volumetric Change Results
3. Federally compliant metadata
4. Beach Cross-section Plots
5. ASCII XYZ files
6. Ground and Aerial digital photography
7. Survey Field notes
8. Plan-view survey maps

All GIS deliverables will include the requested metadata as described in Exhibit A, under Schedule E.

Barring any unforeseen circumstances, the survey report will be provided within 90 days following completion of survey data acquisition.

UAS/Drone Proof of Methodology Study Letter Report: Results of the accuracy analysis and APTIM's recommendations for future surveys will be provided to the City in a letter report. The deliverable will include 2 hard copies of the letter report with USB drives, which will include

digital versions of the report, as well as applicable data. Barring any unforeseen circumstances, the UAS/Drone Proof of Methodology Study letter report will be provided within 90 days following completion of survey data acquisition.

Storm Assessment Report - Optional: In the event that the City requests APTIM conduct a post-storm assessment, APTIM will prepare a Storm Assessment Report. The report will provide the calculated volume change due to the impact of the storm. Profile drawings will be provided to show a comparison of the current status of the beach with the most recent pre-storm survey conditions. Plan view drawings of the profile data will be provided showing the project limits. Likewise, the report will include survey notes, a description of methodology, and survey monument information. In addition the post-storm report will include the development of a cost estimate for the restoration of the projects, focused on volume losses resulting from the storm. The cost estimate will consider additional permitting required to construct the restoration project, engineering costs, available sand sources, and direct construction costs. Deliverables will include 2 hard copies of the report with USB drives which will include digital versions of the report, appendices, and data. Barring any unforeseen circumstances, the storm assessment report will be provided within 45 days following completion of survey data acquisition.

Beach Maintenance Plan - Optional: APTIM will prepare a Beach Maintenance Plan to serve as documentation that the City's beach projects meet the PA criteria established by FEMA. The Beach Maintenance Plan will include a description of the project design, construction activities to date, anticipated volume and cost for maintenance, schedule of maintenance and the monitoring protocols being employed by the City. The Beach Maintenance Plan will also identify supplemental borrow sites available for future projects in order to clearly establish the fact that nourishment of the projects is not dependent on the amount of sand dredged for channel navigation maintenance.

Barring any unforeseen issues, the Beach Maintenance Plan will be delivered to the City ninety (90) days following the collection of beach profile survey data and sediment samples. This schedule is contingent on the City providing the necessary sediment characteristic and as-built data for the Historic Seawall Beach, Babe's Beach, and Dellanera Beach projects in a timely manner. The Beach Maintenance Plan will be developed in a way consistent with guidance provided by FEMA under Disaster Assistance Fact Sheet 9580.8 issued in October 2009 by Elizabeth Zimmerman.

Upon receipt of comments from the City, APTIM will address relevant comments and provide a Final version of the Beach Maintenance Plan. Two (2) hard copies and two (2) digital copies of the Final Beach Maintenance Plan will be provided to the City at the time of completion.

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CERTIFICATE OF LIABILITY INSURANCE

6/30/2019

DATE (MM/DD/YYYY) 1/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1430625
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
4171 ESSEN LANE
BATON ROUGE LA 70809

COVERAGES **CERTIFICATE NUMBER:** 15409276 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CGD7409602	6/30/2018	6/30/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X BROAD FORM PD						MED EXP (Any one person)	$ 10,000
	X CONT.LIAB & XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	CAD7409603	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	CWD7409600 (AOS)	6/30/2018	6/30/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		CWR7409601 (WI)	6/30/2018	6/30/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			INCLUDES STOP GAP	6/30/2018	6/30/2019	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: APTIM CONTRACT NO.: 631237441; CUSTOMER REFERENCE NO.: RFQ 18-02; PROJECT LOCATION: CITY OF GALVESTON, TEXAS; PROJECT DESCRIPTION: PERFORM WADING DEPTH AND DEPTH OF CLOSURE SURVEYS FOR ANNUAL CITY OF GALVESTON MAINTENANCE PERMITS TO DOCUMENT BEACH CONDTIONS FOR POTENTIAL FEMA ASSISTANCE AFTER STORM EVENTS. / CITY OF GALVESTON IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY COVERAGES, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15409276
CITY OF GALVESTON, PURCHASING DEPARTMENT
ROOM 306, PO BOX 779
GALVESTON TX 77551

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

6/30/2019

DATE (MM/DD/YYYY) 1/7/2019

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PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1429034
Aptim Environmental & Infrastructure, LLC
4171 ESSEN LANE
BATON ROUGE LA 70809

COVERAGES **CERTIFICATE NUMBER:** 15409278 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CEO7446423	6/30/2018	6/30/2019	$1,000,000 PER OCCURRENCE; $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: APTIM CONTRACT NO.: 631237441; CUSTOMER REFERENCE NO.: RFQ 18-02; PROJECT LOCATION: CITY OF GALVESTON, TEXAS; PROJECT DESCRIPTION: PERFORM WADING DEPTH AND DEPTH OF CLOSURE SURVEYS FOR ANNUAL CITY OF GALVESTON MAINTENANCE PERMITS TO DOCUMENT BEACH CONDTIONS FOR POTENTIAL FEMA ASSISTANCE AFTER STORM EVENTS.

CERTIFICATE HOLDER

15409278
CITY OF GALVESTON, PURCHASING DEPARTMENT
ROOM 306, PO BOX 779
GALVESTON TX 77551

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-438762

Date Filed:
01/07/2019

Date Acknowledged:
03/05/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aptim Environmental & Infrastrcture, LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-171
"This supersedes certificate number 2018-430808" Beach Survey 2018-2022 - Professional Services including Surveys, Storm Assessments, Report and Coordination with FEMA, Post Event Surveys and Beach

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

CITY SECRETARY'S OFFICE
RECEIVED
MAR 05 2019
CITY OF GALVESTON

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-438762

Date Filed:
01/07/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aptim Environmental & Infrastrcture, LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-171
"This supersedes certificate number 2018-430808" Beach Survey 2018-2022 - Professional Services including Surveys, Storm Assessments, Report and Coordination with FEMA, Post Event Surveys and Beach

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jeffrey L. Andrews, and my date of birth is 08/22/1986.

My address is 1051 NE 2nd Terrace, Boca Raton, Fl, 33432, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Palm Beach County, State of Florida, on the 8 day of Jan (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

APTIM

4038 Masonboro Loop Road
Wilmington, NC 28409
Tel: +1 910 791 9494
Kenneth.Willson@aptim.com

January 8, 2019

Susan Serrano
City of Galveston
Purchasing Division
823 Rosenberg St.
Room 306
Galveston, TX 77550

Subject: Best and Final Offer for RFQ # 18-02 Beach Surveys – COG-CON-18-171

Dear Ms. Serrano:

Per your request in the award letter dated November 30, 2018 and your follow up email sent December 19, 2018, please find enclosed the contract documents and required certificates and forms associated with our Best and Final Offer for the subject RFQ.

Enclosed Documents Include:

- Two (2) hard copies of the Contract Documents signed by APTIM E&I;
- Disclosure of Interested Parties – Form 1295; and
- Certificates of Insurance naming the City of Galveston as the additional insured;

We look forward to working with the City on the beach program.

Sincerely,

Kenneth Willson
Project Manager
Aptim Environmental & Infrastructure, LLC.

Aptim Environmental & Infrastructure, Inc.
2481 NW Boca Raton Blvd., Boca Raton, FL 33431
Tel: 561.391.8102 Fax: 561.391.9116
www.APTIM.com

APTIM

June 6, 2018

City of Galveston, Purchasing Department
823 Rosenberg Street, Room 306
Galveston, Texas 77550

Re: RPQ No. 18-02, Beach Survey 2018-2022

Dear Selection Committee:

Aptim Environmental & Infrastructure, Inc. (APTIM) is pleased to provide our qualifications in response to the Request for Qualifications (RFQ) to provide beach surveys and engineering services to the City of Galveston (City). APTIM is the culmination of a series of mergers and acquisitions over 30 years in the making. We began as Shaw Environmental, Inc. in 2002 after the acquisition of such well-respected firms as Stone & Webster, IT Corp., and Coastal Planning & Engineering. Coastal Planning & Engineering is the legacy firm, established in 1984 and acquired by Shaw in 2011, from which many of our coastal expertise has been derived. APTIM's comprehensive coastal expertise is housed within our Coastal, Ports, and Marine Group. This group is composed of a multidisciplinary team of professionals that prides itself on being the most experienced beach nourishment/coastal restoration consulting team in the nation. We specialize in all aspects of beach nourishment, shoreline protection, inlet management, and waterway navigation projects. For over 30 years, clients throughout the Gulf and East Coast have relied on our legacy knowledge and expertise to develop solutions to complex coastal challenges.

One of the primary keys to the success of any coastal management program is regular and accurate monitoring of beach profiles. For decades, APTIM staff have been performing beach profile surveys for coastal clients. Our crews have conducted beach profile surveys along the icy shores of the northeast, the rugged coast of the Outer Banks of North Carolina, crowded tourist beaches in Florida, remote barrier islands in Louisiana, and Galveston, TX itself. Our long-term success in the industry is driven by our commitment to remain on the cutting edge of technology in an industry where technology is constantly improving. We maintain an extensive pool of survey equipment, survey vessels, field vehicles, unmanned aircraft systems (UAS), and software programs for data acquisition and post processing.

Although we have the capability to operate and use the latest and greatest technology, we focus first on understanding our clients' specific goals and objectives and then utilize the most appropriate tools for the job. Through close coordination with your staff and our long history of providing specialized coastal services to a myriad of local governments similar to the City of Galveston, we can select the most effective method for data collection to meet your needs and budget.

APTIM also has a great deal of experience assisting local clients following storm events. We have worked with numerous clients to conduct post-storm assessments, submit public assistance applications, design, permit, and oversee repairs of beach projects. The process detailed in our submittal starts with a well-developed Beach Maintenance Plan that conforms to the criteria set forth by the federal government such that the beach may become eligible for public assistance funding.

Ensuring that all work is eligible for outside funding sources is the first and most important step in the process. Once the plan is in place, our project managers and survey crews coordinate with our clients at the first sign of potential impacts to ensure that reasonably recent pre-storm conditions have been established and ensure that resources are available to respond quickly should the community be impacted by a disaster. Following a storm impact, our survey crews and engineers are well suited to respond to conduct post-storm surveys and assessments. Our staff is up to date on the constantly changing public policies and regulations regarding eligibility for public assistance programs dealing with beach projects. Most recently, we assisted clients impacted by Hurricane Hermine and Matthew in 2016 as well as Hurricane Irma in 2017 to obtain public assistance to repair storm damage to coastal assets.

We have carefully chosen the project team leaders that will oversee the primary components of your projects. Our project team is strategically located throughout the gulf and southeast region to provide a high level of interaction with our diverse clients. A geographically diverse staff also allows us to quickly scale our efforts and respond to any level of support the City requires, large or small. I will serve as senior technical advisor for this project. As Director of Operations of Coastal & Marine Sciences for APTIM, I will be directly responsible for ensuring the City is provided the services agreed upon. Mr. Kenneth Willson will serve as program manager for the City and will be the primary point of contact. Our survey and geomatics team is led by Mr. Phillip "Chad" Maxwell, PLS and Mr. Michael Lowiec, PSM and our coastal engineering lead is Ms. Whitney Thompson, PE. Because we propose to establish a Beach Maintenance Plan that will clearly demonstrate the City's beaches to be eligible for Public Assistance funding in the wake of a federal disaster, we have included subject matter experts on FEMA public assistance and sediment compatibility. Our team also includes Mr. Benjamin Ritt, a Texas A&M Galveston graduate student who is using UAS (Drones) to study the beaches of Galveston as part of his Master's Thesis work. Mr. Ritt's direct experience will help provide on-the-ground support to our UAS team.

Our unique qualifications and experience enables APTIM to deliver products that consistently meet or exceed the highest industry standards, at competitive prices, and always on budget. Our submittal further details our team's experience and capabilities and is organized in a way that corresponds to the items listed in Appendix J of the RFQ. We look forward to working with the City of Galveston on its beach survey program should we have the pleasure of being selected under this solicitation.

Sincerely,

Jeffrey Andrews, PSM, CH
Director of Operations
Aptim Environmental & Infrastructure, Inc.

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Section 1. Company Narrative

Aptim Environmental & Infrastructure, Inc. is the culmination of a series of mergers and acquisitions over 30 years in the making. We began as Shaw Environmental, Inc. in 2002 after the acquisition of such well respected firms as Stone & Webster, IT Corp., Coastal Planning & Engineering, Inc. and EMCON. Coastal Planning & Engineering, Inc. is the legacy firm, established in 1984 and acquired by Shaw in 2011, from which much of our coastal expertise has been derived. This group of professionals has prided itself on being the most experienced beach nourishment consulting team in the nation.

In 2013, CB&I purchased our assets and we changed our name to CB&I Environmental & Infrastructure, Inc. In 2017, CB&I's Capital Services segment (including CB&I Environmental & Infrastructure, Inc.) was sold to Veritas Capital, a leading private equity firm and rebranded as Aptim Environmental & Infrastructure, Inc. (APTIM).

Each organizational change has allowed us to add new offerings and strengthen our technical capabilities, enabling us to provide a more complete portfolio of services to our clients. Furthermore, we have continued to serve many of the same clients we have served for decades without any disruptions to service. This is in large part due to the personal attention we give each client and the exceptional services provided.

We were incorporated in 2002 in Louisiana and we maintain headquarters in Baton Rouge, LA with secondary headquarters in The Woodlands, TX. We have offices throughout the United States, including Boca Raton, FL, Wilmington, NC, and nine offices in Texas including two in Houston.

For this project, our project office will be Wilmington, North Carolina as this is where our Program Manager, Ken Willson is located. Additional project offices include Baton Rouge, Louisiana, where our project engineer, Whitney Thompson, PE is located, and Boca Raton, Florida, where our Project Surveyors, Phillip Maxwell, PLS, and Michael Lowiec, PSM are located. A list of offices with contact information for each is provided below:

- Primary Office – Wilmington, NC; POC Kenneth Willson, Program Manager; 910-791-9494; Kenneth.Willson@aptim.com; Personnel: 5
- Baton Rouge, LA; POC Whitney Thompson, P.E.; 225-932-2568; Whitney.Thompson@aptim.com Personnel: 272
- Boca Raton, FL; POC Michael Lowiec, PSM; 561-361-3182; Michael.Lowiec@aptim.com; Personnel: 43

Appendix 1 includes all signed forms and completed copy of RFQ# 18-02, including Appendices A – J. **Appendix 2** provides a copy of our Certificate of Authority to do business in Texas.

Section 2. APTIM Justification

2.1 APTIM Qualifications

APTIM's Coastal, Ports, and Marine Group is a multidisciplinary coastal services team. Our group specializes in all aspects of beach nourishment, coastal restoration, inlet management and waterway navigation projects including topographic and hydrographic surveys, coastal engineering analysis and assessment, and Federal Emergency Management Agency (FEMA) response. Although the City is requesting services primarily associated with beach surveys and coastal engineering consulting, we believe strongly that our multi-disciplined team of coastal professionals adds value to any service we provide. This belief comes from a long history working with local governments throughout the nation that have relied on the knowledge and expertise of APTIM to develop solutions to complex coastal challenges. Our diverse team of coastal engineers, surveyors, scientists, modelers, project managers, and technicians can provide comprehensive solutions for any coastal service the City of Galveston may require.

Throughout our firm's history, we have worked on over one hundred coastal restoration projects from concept to construction to post-construction monitoring. Our team's role in these projects was not ancillary; rather we demonstrated our leadership in the industry as we designed, permitted, prepared bidding documents for, and oversaw construction of these projects. We pride ourselves on our unique ability to provide truly comprehensive coastal consulting services. Our tight knit team of professionals are highly skilled and experienced in the specific coastal disciplines of surveying, remote sensing, engineering design, environmental documentation and permitting, coastal planning, cost sharing program development, numerical modeling, comprehensive marine sand searches, construction administration, and long-term project performance evaluation.

As a testament to our clients' satisfaction, most of our clients have hired us to execute long-term physical monitoring programs (beach profile and inlet complex surveys) to track project performance. Likewise, a number of our clients have hired us following construction to conduct long-term monitoring of projects designed and constructed by other firms.

APTIM conducts the numerous monitoring programs we design and execute in such a way as to satisfy FEMA requirements for disaster assistance. Following natural disasters, our experienced team of coastal surveyors are called on to work in logistically challenging conditions. The data provided from these post-storm surveys have allowed many of our clients to secure funding through FEMA's Public Assistance program to get sand back on the beach as soon as possible.

APTIM conducted pre- and post-Hurricane Irma beach profile surveys for Anna Maria Island, FL, Lido Key, FL, Broward County, FL, Collier County, FL, and Delray Beach, FL, in 2017. Many of our pre-storm surveys were collected only days before a storm impact was certain and post-storm surveys were collected shortly after the storm had passed. APTIM also collected over 120 beach profile surveys for the City of Sanibel, FL within weeks after the impact of Hurricane Irma. APTIM coastal engineers assisted these clients with the development of their post-storm assessment reports and public assistance applications. These data prove our clients' eligibility for reimbursement for storm damage through the FEMA public assistance program and the Flood Control & Coastal Emergency (FCCE) program, depending on whether the projects were local projects or federally authorized projects. At present, APTIM engineers and scientists are working in various stages of assisting our clients with permitting, design and construction of their storm damage repair projects.

We also recently assisted the Town of North Topsail Beach, NC in gaining approval for project repair funds for a coastal storm damage project impacted by Hurricane Matthew. APTIM's staff conducted both the pre- and post-storm surveys and assisted the Town with submitting the damage assessment information to FEMA. Our storm response program is decades in the making and we will devote our vast staff and resources to serve the City of Galveston in the wake of any storm impact including surveys, engineering assessment, and FEMA coordination.

2.2 Technology

APTIM prides itself on remaining on the cutting edge of technology in an industry where technology is constantly changing. We maintain an extensive pool of survey equipment, survey vessels, field vehicles (on road and off road), and unmanned aircraft systems (UAS) with licensed and certified professionals to operate them. Our group develops, operates and maintains a comprehensive suite of software programs both custom and commercial to acquire and post process high-resolution data.

APTIM maintains proprietary, publicly available, and commercially available data processing software used for the analysis and design of coastal projects. Our in-house staff have been developing proprietary data processing codes since the late 1990s to process topographic and bathymetric data for the purpose of designing and monitoring beaches, inlets, navigation channels, and borrow areas. We continue to innovate with code in Matlab and Python to further automate data processing and analysis. This automation ensures maximum repeatability and reduces the risk of human error during data processing resulting in increased accuracy and decreased processing time. We maintain BMAP, AutoCAD, Surfer, ESRI, GIS, and other software licenses as well as knowledgeable staff that allow us to create design drawings and perform a wide variety of spatial analysis.

APTIM uses the latest versions of acquisition software including Hypack/Hysweep 2018 for collection of Multibeam and Single Beam Bathymetry and Applanix POSView for inertial navigation solutions. The use of Applanix navigation units and Trimble Global Navigation Satellite Systems (GNSS) receivers allows us to post-process GNSS baselines and motion solutions using Trimble Business Center of Applanix POS Pac Mobile Mapping Suite. The post-processed solutions provide Real Time Kinematic (RTK) accuracies outside the range of RTK Base stations while allowing for efficient data collection offshore.

Having the ability to operate and use the latest and greatest technology is important, but equally important is the ability to properly choose the most effective tools for the task at hand. The most expensive is not always the most effective tool for the job. Our long history of providing specialized coastal services to local governments like the City of Galveston allows us to assess and select the most effective method for data collection to meet the needs and budget of our clients.

Our skills and talents, combined with an approach based on ethical conduct, trust, and teamwork, contribute to the success of our projects. Through innovation and flexibility, we meet the needs of our clients, as well as maintain our position at the leading edge of technology.

2.3 Geographical Service area

With office locations throughout the U.S. (**Exhibit 2-1**) and South America, APTIM is as diverse geographically as we are with our range of products and services. Our closest office to the City of Galveston is located in Houston. Our coastal staff is strategically located throughout the southeast and gulf coast primarily in Baton Rouge, LA, Boca Raton and Tampa, FL, and Wilmington, NC. This strategic distribution of field staff allows us to scale our services to meet the changing needs of our clients.

Our skilled and experienced field staff work in a wide range of challenging coastal environments along the

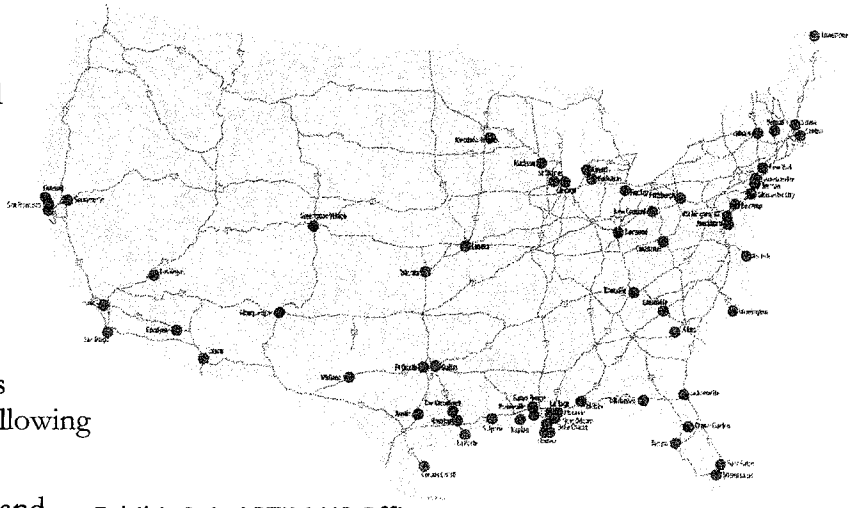


Exhibit 2-1. APTIM US Offices

U.S. East and Gulf coasts from Massachusetts to Texas. In the past month, APTIM field staff conducted geophysical and geotechnical survey operations offshore Jefferson County, TX assisting the Texas General Land Office with the McFaddin National Wildlife Refuge Beach Ridge Restoration Phase II project. APTIM will conduct bathymetric surveys to satisfy the monitoring requirements for the 2017 borrow area and collect geophysical data to clear additional areas for the updated borrow area design for the project. APTIM is currently collecting 30 vibracores to confirm the potential sand targets to refine the projects' borrow areas designs.

We have conducted thousands of beach profile surveys in New York, North Carolina, Florida, Louisiana, and Texas. Beach profile surveys require highly adaptive personnel and equipment to accurately and efficiently collect high resolution data. We have used these skills to collect data in tropical climates, cold weather climates, urban areas and highly remote areas for a wide variety of clients.

Providing services over a large region of the U.S. precludes us from being truly "local" to each of our clients. However, many of our clients have chosen to work with us as an alternative to local firms due to our highly specialized skill set, unparalleled experience, and our individual attention to their specific needs. The structure of our Coastal, Ports, and Marine group working cohesively together on beach nourishment and coastal restoration projects provides an environment in which our survey crews work directly with the engineers. In that regard, field staff understand the final data products that are necessary to accurately design and monitor coastal engineering projects. Furthermore, our team of field and office staff use their experience working in geographically diverse areas to develop well thought out survey plans that allow us to execute the work in a highly efficient manner. This ultimately leads to cost savings to our clients.

Our clients have also realized benefits from working with a geographically diverse and scalable staff in the aftermath of natural disasters. Our staff have gone into areas hard hit by natural disasters to conduct emergency storm assessments and beach profile surveys while local resources were still dealing with personal recovery from storm events and flooding. We have the ability to pull trained staff from multiple locations to react quickly to the unpredictable.

2.4 Project Approach

At APTIM, every one of our projects begins with a clearly established scope of work developed through close coordination with our clients. The scope is structured in such a way as to clearly identify the goals of the work and to clearly establish the proper method to be used to achieve the goals. In this RFQ, the City states that the primary goal of the work is "to obtain a comprehensive data set required for annual City of Galveston Beach Maintenance Permits, to document beach conditions for potential FEMA assistance after storm events, and for other potential future needs."

We have reviewed the United States Army Corps of Engineers (USACE) permit issued to the Galveston Island Park Board of Trustees for Beach Maintenance (SWG-2014-00448). The permit authorizes the Parks Board to perform future mechanized beach maintenance activities including debris removal and the periodic relocation of aquatic vegetation and seaweed (i.e. Sargassum) through 2022. The project site includes approximately 154,000 linear feet of beach frontage, extending from the South Jetty to San Luis Pass, excluding the Galveston Island State Park, the limit of the City of Jamaica Beach, and the areas between 11th-12th Streets, 14th-16th Streets, 19th-21st Streets, and the 2700 Block of Seawall Boulevard on Galveston Island. Based on the drawings provided in the permit, the beach surveys must provide sufficient data to locate the Typical Jurisdictional Limit, approximate line of vegetation, high tide line and the low tide line.

Regarding the City's goal of documenting beach conditions for potential FEMA assistance after a storm event, APTIM has extensive experience assisting local clients with obtaining public assistance funds following the impact of storms to beaches. Typically, coastal communities are eligible for public assistance funds for their beaches through Category B and Category G of the Public Assistance Program

APTIM uses RTK GPS to collect data in the surf zone tying together topographic and hydrographic survey data.

authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Category B stipulates that if a natural or engineered beach has eroded to a point where a 5-year flood could damage improved property, cost-effective emergency protective measures on the beach that protect against damage from that flood are eligible. Eligible measures typically include the construction of emergency sand berms to protect against additional damage from a 5-year flood.

Category G allows for beaches to be considered eligible facilities for Public Assistance funds under certain conditions. Those conditions include:

- The beach is not a federally constructed shoreline under the specific authority of USACE
- The beach was constructed by the placement of imported sand—of proper grain size—to a designed elevation, width, and slope
- The Applicant has established and adhered to a maintenance program involving periodic renourishment with imported sand to preserve the original design.

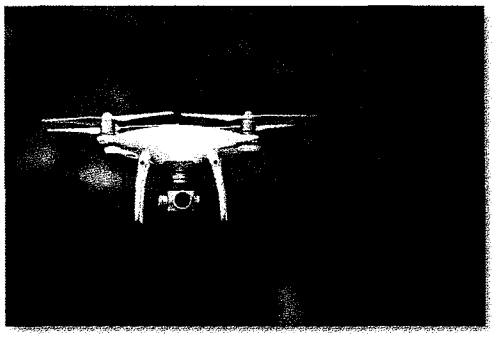
The City's goals outside of the three engineered beach projects, namely Historic Seawall Beach, Babe's Beach, and Dellanera Park Beach, are to collect data to support future permit requirements for the Beach Management Plan and to obtain data that may support Category B eligibility in the future. The annual wading depth surveys proposed by the City in the RFQ will clearly satisfy these goals.

APTIM proposes to conduct these surveys using Real Time Kinematic (RTK) Global Positioning Systems (GPS). Prior to the collection of beach profile data, reconnaissance of survey monuments will be conducted to confirm horizontal and vertical accuracy of control data meets the required standards set forth by the USACE.

Surveys will be conducted in fair weather conditions at low tide, with winds of 15 mph or less. The profiles will be spaced according to profile locations previously surveyed by the City's contractor to allow accurate comparison of previous data sets. APTIM will survey the area between a point at least 25 feet landward of the northern toe of the dune seaward to the -1.0 foot depth contour.

With 12 licensed FAA Part 107 remote pilots and 10 UAS or drones, APTIM is incorporating the use of UAS into more of our survey work where applicable. We believe that this technology can be incorporated to conduct the subaerial surveys included in the scope of work.

APTIM proposes to collect UAS data in tandem with the RTK GPS topographic wading depth surveys in Year One to demonstrate that the UAS can be used to acquire the data needed by the City to support the beach maintenance permitting and verify eligibility for Category B Public Assistance funding. Upon confirmation that UAS-acquired data meets the needs



APTIM employs the DJI Phantom 4 Pro drone for accurate and efficient data collection.

of the City, this method will be used exclusively for subsequent year wading depth surveys.

In order to augment our extensive UAS in-house expertise, APTIM recently entered into an agreement with Benjamin Ritt, a graduate student at Texas A&M University Galveston. Mr. Ritt is already quite familiar with using UAS along Galveston Beaches as his Master's thesis research centers around the use of UAS and photogrammetric modeling to study beach nourishment projects on Galveston Island.

Our unique approach provides a number of benefits to the City. Foremost is the potential for significant cost savings to the City through the use of new technology. This new technology also provides opportunities to rapidly respond and survey after major storm events. Likewise, through the use of UAS, the City will have access to both the point cloud data and imagery both of which can be used for a number of additional analyses, from public outreach to tracking the effectiveness of dune vegetation programs. Furthermore, by employing a local graduate student with considerable familiarity with the project area, APTIM can provide a local point of contact for City staff to work with if conditions require unanticipated site visits and rapid response, while providing a local student an opportunity to gain valuable professional experience.

The City's goals within the three engineered beach projects, namely Historic Seawall Beach, Babe's Beach, and Dellanera Park Beach, are to primarily collect data to support Category G eligibility in the future. The annual depth of closure surveys proposed by the City in the RFQ will clearly satisfy this goal when combined with the development of the Beach Maintenance Plan described later in this section.

The landward portions of these surveys will be conducted using the same RTK GPS systems described for the wading depth surveys. The surveys will be conducted along the same profiles previously surveyed by the City's contractor. The land based survey crew will wade out further into the water to a sufficient depth to ensure proper overlap with the hydrographic survey vessel used for the nearshore/offshore portion of the beach profile survey.

The nearshore/offshore portion of the beach profile will be conducted using one of APTIM's hydrographic survey vessels. The hydrographic survey will extend from the depth of closure to a point located at least 50 feet landward of the most seaward extent covered by the land based survey crew. This overlap provides quality assurance of the data. Soundings will be collected at a maximum of 25-foot intervals using an Odom Hydrotrac, which is sufficient to provide an accurate depiction of the seafloor. A Trimble RTK GPS and a TSS DMS- dynamic motion sensor will be used onboard the survey vessel to provide instantaneous tide corrections and attitude corrections. Manual tide readings will also be taken while conducting the onshore portion of the profile to verify onboard tide readings. APTIM will employ methods defined by the U.S. Army Corps of Engineers (USACE) for hydrographic surveys to achieve the horizontal and vertical accuracy required.

2.5 FEMA Eligibility

As previously mentioned, Category G of the Public Assistance Program allows for beaches to be considered eligible facilities for Public Assistance funds if: 1) the beach is not a federally constructed shoreline under the specific authority of USACE; 2) the beach was constructed by the placement of imported sand—of proper grain size—to a designed elevation, width, and slope; and 3) that the applicant has established and adhered to a maintenance program involving periodic renourishment with imported sand to preserve the original design. The latest FEMA guidance further establishes that placement of sand under the following circumstances does not meet this requirement:

- Emergency or "one-time" nourishment, even if to a design
- Emergency or "as needed" renourishment when the beach has eroded to a critical condition where all of the original nourishment is gone
- Partial renourishment or "hot spot" nourishments

- Renourishment using material from a channel maintenance project, because dredge spoils do not meet compatibility design criteria and the amount placed is dependent on the amount dredged, not the beach design.

Although it is our understanding that the City has unsuccessfully pursued FEMA public assistance under Category G for beaches in the past, APTIM believes that the City can become eligible through the development of a Beach Maintenance Plan, in the event of future storm impacts. This belief is based on APTIM's long history assisting clients with successfully obtaining FEMA reimbursement for repairs to beach nourishment projects. Our common practice is to develop a Beach Maintenance Plan for clients following the construction of a beach nourishment project. This maintenance plan clearly defines the beach fill design, documents the as-built volume of sand placed, and documents the plan for maintaining the project in the future including re-nourishment thresholds and availability of sand sources sufficient to conduct renourishment.

FEMA guidance does state that renourishment using material from a channel maintenance project is ineligible because dredge spoils do not meet compatibility design criteria and the amount placed is dependent on the amount dredged, not the beach design. In the development of a Beach Maintenance Plan, APTIM intends to show conclusively that, in fact, material dredged from the channel is indeed compatible with the design criteria of the beach fill project. Furthermore, we would work with the City to identify supplemental borrow sites in the plan that would clearly establish the fact that nourishment was not dependent on the amount of sand dredged from the channel.

Based on our understanding of your projects, APTIM is confident that we can develop a Beach Maintenance Plan for the City that will establish the fact that your beaches meet all the criteria established in the FEMA guidelines for eligibility.

2.6 Additional Information

Sand Compatibility: In its guidance, FEMA asserts that renourishment using material from a channel maintenance project is ineligible because dredge spoils do not meet compatibility design criteria and that renourishment may be dependent on the quantity of material available in the channel. Although it may be true that some channel maintenance material does not meet design specifications, in many cases channel maintenance material does meet or exceed design criteria.

It is certainly true that taking material from a channel, an offshore borrow area, or even an upland sand source, and placing it onto a beach has the potential to alter the physical characteristics of the native beach. If sediment compatibility between the borrow sources and native beach is not properly accounted for, the beach may not meet the desired performance, and/or it may require greater amounts of sand to achieve the same design specifications. This is FEMA's primary concern with allowing channel material to be used for beach nourishment. To minimize the risk of sub optimal performance, APTIM designs all of its beach projects with particular attention to sediment compatibility with regards to critical parameters such as sorting, mean grain size, median grain size, and sediment composition.

Although portions of Galveston Island have already been nourished, analysis of the existing beach would allow the City to clearly establish to FEMA the compatibility of navigation material with the native beach. APTIM conducts these types of analyses on all of its beach projects and is exceptionally qualified to assist the City with establishing sediment compatibility. Rather than collecting samples solely along the upper beach profile which skews results and often suggests the need for coarser borrow source material, APTIM's time tested compatibility analysis protocol includes sampling and analyzing representative samples along the entire active profile out to the depth of closure. Ideally, this sampling has already been conducted, but even if it has not, APTIM could conduct this sampling in tandem with the depth of closure surveys. Conducting this analysis and establishing compatibility

is one of the primary pieces of information APTIM recommends being included in the Beach Maintenance Plan.

With regards to FEMA's assertion that channel material may be ineligible because renourishment is dependent on the quantity of material available in the channel, the establishment of additional borrow sources would render this assertion not applicable to the Galveston Beach projects. APTIM (formerly Coastal Planning & Engineering or CPE) conducted extensive beach profile surveying and borrow area investigations offshore of Galveston Island in the 1990s and early 2000s. These investigations identified several borrow sources in proximity to the east end of Galveston Island that may be used for future projects. At the time, there were concerns based on limited beach profile sediment sampling that the borrow area material was too fine for the native beach. Now that material has been placed on the beach, analysis of native beach characteristics and characteristics of the sediment used to construct the beach projects may indicate the compatibility of the additional offshore borrow sources. Particularly the analysis of grain size sorting may clearly indicate the compatibility of these other sources

Conducting this analysis and establishing supplemental borrow sources for the maintenance of the beach projects will also be incorporated into the Beach Maintenance Plan previously discussed. A compatibility analysis may also allow APTIM to evaluate sediment sorting and grain size distribution both cross-shore and alongshore, which could facilitate development of a detailed sediment map and allow for improved investigation of sediment compatibility for various designs (i.e. full profile vs subaqueous vs subaerial placement).

Permitting and Consultation: Though not specifically identified in the RFQ, we would like to make the City aware of our considerable experience with permitting coastal projects. This may be of value to the City in the event that the current Beach Maintenance Permit requires modifications, and/or if existing permits for beach nourishment projects require modification. APTIM's environmental staff routinely prepares environmental documents in support of coastal projects including environmental impact statements (EIS), environmental assessments (EA), biological assessments (BA), and essential fish habitat assessments (EFH). We also regularly prepare federal and state permits applications for our clients. Through transparency and sound science, we have developed excellent working relationships with regulatory agencies.

Grants: APTIM recognizes that one of the most challenging aspects of managing coastal projects is funding the efforts necessary to construct, monitor, and maintain these vital programs. Over our long history working with local communities on coastal projects, we have become astute at finding and securing outside funding for projects and developing cost-sharing partnerships with multiple beneficiaries to make these projects affordable. This is especially important given trends over the last two decades as federal funding through the USACE for beach programs have become harder to obtain.

APTIM staff have assisted coastal clients with securing funding for all aspects of beach nourishment projects including design and permitting, construction, and environmental/physical monitoring. As stated previously, we have an extensive history helping communities obtain public assistance funding through FEMA for beach projects. Most recently, we assisted clients in North Carolina and Florida associated with the impacts of Hurricanes Matthew, Hermine, and Irma.

APTIM has also been involved in significant efforts associated with grant formulation, grant management and program management for many grant programs across the United States and its territories, including the FEMA Hazard Mitigation Grant Program (HMGP), the Housing and Urban Development Community Development Block Grant Disaster Recovery (HUD CDBG-DR) program as well as many others throughout Texas, Louisiana, Florida, New York, New Jersey and Puerto Rico. Following the impact of Hurricane Irma in Florida and Hurricane Nate in Louisiana in 2017, APTIM continues to support many jurisdictions with HMGP technical

assistance, Benefit Cost Analysis and grant formulation to build back stronger more resilient infrastructure systems. Further, in Texas, as a subcontracted firm to CohnReznick, APTIM provided FEMA Public Assistance technical assistance services following Hurricane Harvey in Texas, focusing on diagnosis of issues related to infrastructure grants and emergency response work.

Section 3. APTIM Logistics/Staffing Profile

3.1 Contacts

APTIM's two primary points of contact are shown below. Ken Willson will be our Program Manager and will serve as the primary point of contact for the contract. The secondary point of contact is Michael Lowiec, PSM, who will serve as our Data Quality Assurance Manager.

APTIM Contact 1:	
Name/Title	Ken Willson, Program Manger
Address	4038 Masonboro Loop Rd. Wilmington, NC 28409
Phone	910-791-9494
Email	Kenneth.Willson@aptim.com
APTIM Contact 2:	
Name/Title	Michael Lowiec, Project Manager/Data Quality Manager
Address	2481 N.W. Boca Raton Blvd. Boca Raton, FL 33431
Phone	561-361-3182
Email	Michael.Lowiec@aptim.com

3.2 Project Team

APTIM has assembled a team of highly qualified and experienced staff for the City's project. Our organization is scalable, adaptable, and contains the professionals required to accomplish all of the services sought in the RFQ. We incorporated the following tenets into the formulation of our project team:

- Providing a highly experienced Project Team including our Program Manager, Subject Matter Experts, Quality Assurance/Quality Control (QA/QC) Reviewers, Technical Leads, and support staff
- Single-point authority and total contract responsibility vested in the Program Manager, who is accessible to City personnel
- Field Supervisor having on-site supervisory authority
- Local resources that can respond quickly to conduct site assessments and convey information to the project team
- An organizational structure with clearly defined roles/responsibilities and authority of task leaders and technical support staff
- A flexible organization and resource commitment system that provides the Program Manager with access to key personnel and other specialists nationwide if needed

Our organizational chart is provided in **Exhibit 3-1.**

3.3 Key Personnel

Below are biographical summaries of the key personnel on our team and the role each will play. Full resumes are provided in **Appendix 3.**

Jeffrey Andrews – Senior Technical Advisor

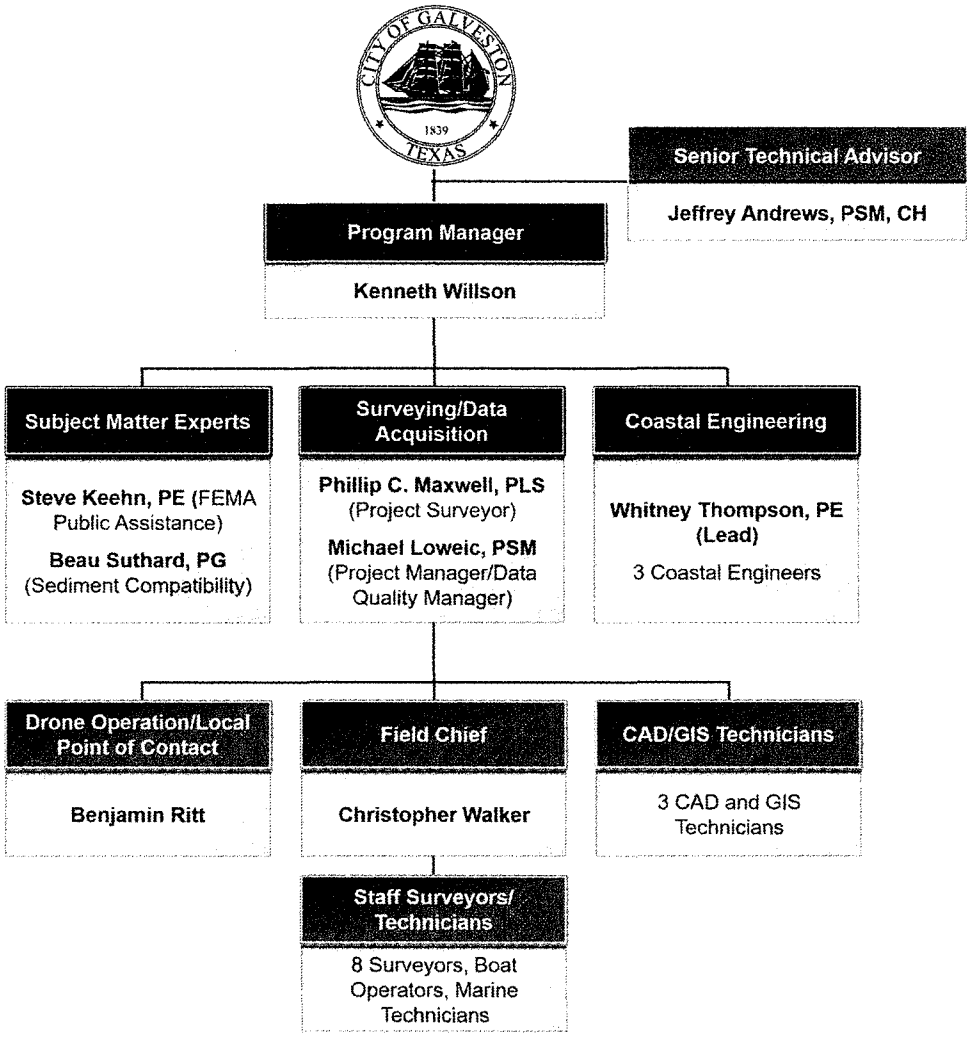
Jeffrey Andrews will serve as Senior Technical Advisor for the Beach Surveys 2018-2022 contract. As Director of Operations of Coastal & Marine Sciences for APTIM, Mr. Andrews will be directly responsible for ensuring the City is provided the services agreed upon. He will advocate for the project at a corporate level and ensure the project team has the resources needed to execute the work.

Mr. Andrews is a registered Florida Professional Surveyor and Mapper and a Certified Inshore Hydrographer with over 37 years of extensive experience in hydrographic surveying and is well versed in undertaking surveys in offshore and navigable channel environments using the latest state-of-the-art equipment. Mr. Andrews has directed bathymetric and upland surveys in Florida, Texas, Georgia, North Carolina, Virginia, New Jersey, New York, Massachusetts, Alabama and Louisiana.

Kenneth Willson – Program Manager

Kenneth Willson will serve as Program Manager for the Beach Surveys 2018 – 2022 contract. Mr. Willson

Exhibit 3-1. APTIM Program Organization



matter experts and other staff to coordinate and execute the work. He will be responsible for working with the City to establish milestones and deliverables and to ensure our team meets the milestones and provides the deliverables in a timely and cost effective manner.

Mr. Willson has assisted coastal clients throughout the east coast and gulf coast of the U.S. for over 14 years. Since joining APTIM in 2003, Mr. Willson has gained both practical and management experience in performing beach profile surveys, long-term physical monitoring programs, design and permitting of coastal projects, development of plans and specifications, bidding negotiations and construction administration.

As a Program Manager, Mr. Willson has played a vital role in overseeing design, permitting, construction, and monitoring of numerous shoreline protection projects. Mr. Willson has also coordinated extensively with local, State, and Federal government officials on behalf of local sponsors to develop strategies to secure funding for storm damage reduction and navigation projects. Mr. Willson has overseen the development of numerous beach maintenance and monitoring plans and has assisted clients following coastal storms to perform damage assessments and establish eligibility for public assistance through FEMA. Mr. Willson's diverse background in coastal processes, coastal engineering, beach profile surveys, coastal permitting, and construction management will allow him to

manage our multi-disciplined team while staying focused on the big picture.

Phillip C. Maxwell, PLS – Project Surveyor
Phillip "Chad" Maxwell will serve as the Project Surveyor. Mr. Maxwell is a registered professional land surveyor in the State of Texas as well as being licensed in Louisiana and Florida. He has surveyed throughout the southeastern United States including Texas, Louisiana and Florida.

Mr. Maxwell has ample field experience. He has led survey crews for topographic surveys, using both robotic total stations, RTK GNSS, and conventional survey equipment. Mr. Maxwell has also led teams for the acquisition of Aerial and Terrestrial LiDAR. He is an FAA licensed UAS operator and routinely uses the systems for mapping and photogrammetry. As project surveyor and a party chief, Mr. Maxwell has developed and implemented detailed project execution plans supporting safety and quality control for a wide range of projects.

Mr. Maxwell will sign and seal work products for this project. He was originally licensed as a Texas PLS on January 5, 2015. The license was voluntarily placed on inactive status beginning January 1, 2016. Mr. Maxwell recently re-activated his Texas license effective May 3, 2018, and has remained in good standing since first being licensed in 2015. Mr. Maxwell has not yet received a physical copy of the renewal but has verbal confirmation from the Texas Board of Professional Land Surveying that his license has been renewed and is in an active registered status.

Michael Lowiec, PSM – Project Manager/Data Quality Manager
Michael Lowiec will serve as the Project Manager and Data Quality Manager for the City of Galveston Beach Surveys. Mr. Lowiec is based in our Boca Raton, FL office and is listed as our secondary point of contact. Mr. Lowiec will support Mr. Willson and Mr. Maxwell through quality assurance of data acquisition and processing, as well as field coordination.

Mr. Lowiec has over 13 years of experience conducting hydrographic and topographic surveys throughout the US east coast and Gulf of Mexico. Mr. Lowiec is the technical lead and in charge of all field operations for APTIM's Geomatics Department. He reviews all data acquisition plans as well as reviews and certifies all topographic and hydrographic survey data including multi-beam and single beam sounder surveys, beach profiles, inlet and shoal surveys, borrow area surveys, port and harbor surveys, and coastal structure surveys.

Mr. Lowiec also oversees all APTIM land-based survey tasks including boundary surveys, right of way surveys, mean high water surveys, and establishment of geodetic and tidal control. Mr. Lowiec has extensive knowledge of conventional and GPS-based survey methods and is trained and approved to use the National Geodetic Survey Online Positioning User Service Projects for establishment of GPS networks and control monuments.

Whitney Thompson, PE – Project Engineer
Whitney Thompson will serve as APTIM's Project Engineer for the City of Galveston Beach Surveys. Ms. Thompson is a licensed engineer in Texas and Louisiana. She has 13 years of coastal engineering experience. Her primary focus is in the design and/or management of coastal restoration projects including marsh creation/dredging, shoreline protection, and barrier headland restoration. She focuses on applied engineering principles such as hydraulics, hydrology, coastal processes, and geotechnical engineering, while performing project planning, design, and construction administration duties. Ms. Thompson regularly performs and oversees engineering calculations, prepares plans and specifications for construction, and produces estimated construction costs for coastal restoration projects.

Steve Keehn, PE – Subject Matter Expert: FEMA Public Assistance for Beach Project
Steve Keehn, PE will serve as a Subject Matter Expert for the project, specifically in matters dealing with FEMA Public Assistance for beach projects. Mr. Keehn has been with our firm since 1992 serving as a Program Advisor and Senior Coastal Engineer managing programs for a number of our long-term coastal clients. Prior to joining our firm, he worked for the USACE working on planning, engineering, and

construction assignments for beach and navigation projects.

Mr. Keehn has extensive experience with Federal projects and post-storm funding, including FEMA. Mr. Keehn has conducted post-storm assessments and assisted public clients with FEMA funding processes for Panama City Beach, Captiva and Sanibel Islands and Collier County in Florida and Fire Island in New York. During this last year, Mr. Keehn assisted Collier County in qualifying for FEMA funding using the latest 2017 and 2018 guidelines.

Beau Suthard, PG – Subject Matter Expert: Borrow Area Development

Beau Suthard will serve as a Subject Matter Expert for the project; specifically in matters dealing with borrow area development and sediment compatibility. Mr. Suthard is a Marine Geophysicist, Project Manager, and Program Manager for APTIM. His primary responsibilities include coordination, planning, execution, and processing of APTIM's sand search and borrow area geophysical and geotechnical investigations. Mr. Suthard has managed large-scale sand search and/or borrow area design projects for the Texas General Land Office, the Bureau of Ocean Energy Management (BOEM), and the Florida Department of Environmental Protection (FDEP).

Mr. Suthard has conducted many full geologic mapping studies required for engineering projects (including both field operations and office-based data processing, analysis, and interpretation) in the Gulf of Mexico, the northern Atlantic Ocean, the southern Atlantic Ocean, and the Indian Ocean. These investigations include full geologic stratigraphic evaluations, sediment search investigations and cultural resource investigations. He has supervised dozens of geophysical surveys using sidescan sonar, seismic-reflection, fathometer, and magnetometer systems. Likewise, he has lead APTIM scientists during numerous geologic investigations that included vibracore collection, bottom surface sampling, native beach sampling, grain size analysis, and borrow area compatibility analysis.

Christopher "Jason" Walker – Field Chief

Jason Walker will serve as our Field Chief for the beach profile surveys (Wading Depth and Depth of Closure). Since joining APTIM in 2013, Mr. Walker has led hydrographic and topographic survey operations in the field. He is highly organized and experienced with the management of large data sets.

Mr. Walker has a Masters and Bachelor's degree in Geology with a background in Geophysics and fluvial/coastal geomorphology. Mr. Walker is experienced in both topographic and hydrographic surveying utilizing RTK GPS and a broad variety of sonar systems. Along with leading field data collection, Mr. Walker's regular responsibilities at APTIM include topographic and hydrographic data reduction and interpretation. He regularly uses ArcGIS 10.4 and AutoCAD Civil 3D to produce desired maps, charts, and DEM's for report submittal.

Benjamin Ritt – Drone/UAS Operations/Local POC

Benjamin Ritt will serve as Drone/UAS Operations Lead for this project. Mr. Ritt is a licensed FAA Remote Pilot with over 320 hours of flight time. He is proficient with RTK GPS and Total Station surveys systems as well as a number of types of data processing systems. Mr. Ritt also has experience in side scan sonar surveying and piloting ROV's to investigate targets located by sonar.

Mr. Ritt is a graduate student in the Marine Resource Management program at Texas A&M Galveston. During his graduate studies, Mr. Ritt has completed extensive fieldwork and practical lab work for both thesis research and training for his degree. This work has included UAS flights and survey work on beach nourishment projects on Galveston Island and a preliminary Wetlands delineation for submission to USACE (2017) as well as Compliance Inspections for USACE (2017) for competition of a training certification in Wetlands Management through the Galveston District of USACE. Mr. Ritt also has experience in state and federal level grant writing having been awarded funds from Sea Grant and the Texas Comprehensive Research Fund.

Section 4. Demonstrated Project Experience

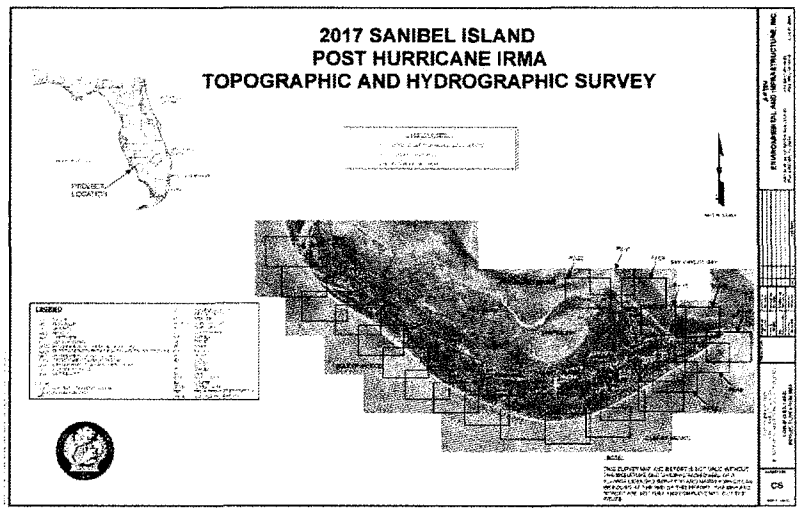
Client	**City of Sanibel**
Project Description	City of Sanibel Post Hurricane Irma Assessment Survey
Project Dates	9/2017 – 30 day completion
Staff	Jeffrey Andrews, PSM, CH; Michael Lowiec, PSM; Christopher Walker
Client Owner/ Project Manager	Scott Krawczuk, Deputy Public Works Director
Phone	239-472-6397
Email	scott.krawczuk@mysanibel.com

In September 2017, Hurricane Irma landfall impacted the southwest coast of Florida. Many coastal communities were impacted by this storm including Sanibel Island, Florida. APTIM is currently under contract with the City of Sanibel to provide survey services including the physical monitoring of the entire shoreline of Sanibel Island. As such, the City of Sanibel requested an emergency survey to document the storm impacts to the gulf side beaches as well as the bay side shoreline. APTIM collected 127 beach and bayside profiles along the entire coastline from the upland dune system to 3000 feet offshore.

Prior to the start of the survey, a reconnaissance of the high order control monuments was conducted to confirm that survey control was in place and undisturbed. RTK GNSS and GNSS static observations were used to locate and confirm control. Upon completion of the control reconnaissance survey, beach/upland and nearshore operations were initiated.

Cross-sections of the beach in the project area were surveyed using extended rod RTK GNSS rovers, standard RTK GNSS rovers and differential leveling techniques. Offshore profiles were collected onboard APTIM's 24-foot Privateer survey vessel with a centrally located hull-mounted transducer. A Trimble R8 RTK GNSS and a TSS DMS-25 dynamic motion sensor were used onboard the survey vessel to provide instantaneous tide corrections as well as heave corrections.

Upon completion of the field survey, data were immediately processed and reduced to cross-section format and compared to the previous surveys for volume and shoreline change analysis. A complete signed and sealed survey report, including methods, cross-sections, control tabulations, plan views, field notes, and digital imagery was provided to the City.

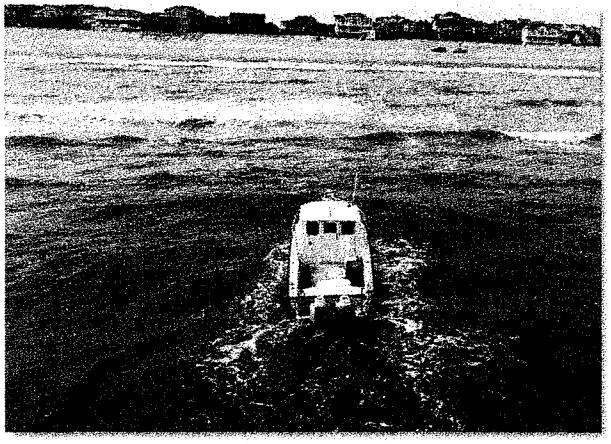


Client	**Town of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills**
Project Description	Dare County Physical Monitoring
Project Dates	November 2017 – April 2018
Staff	Jeffrey Andrews, PSM, CH; Ken Willson, Michael Lowiec PSM; Beau Suthard PG; and Christopher Walker
Client/Owner Project Manager	Chris Layton, **Town of Duck** (252) 225-1234 clayton@townofduck.com
Client/Owner Project Manager	Peter Rascoe, **Southern Shores** 252-261-2394 manager@southernshores-nc.gov
Client/Owner Project Manager	Andy Stewart, **Kitty Hawk** 252-261-3552 andy.stewart@kittyhawktown.net
Client/Owner Project Manager	Debora Peele Diaz, **Kill Devil Hills** 252-449-5300 debbie@kdhnc.com

In 2014, the Towns of Duck, Kitty Hawk, and Kill Devil Hills all hired APTIM to collaboratively design and permit shore protection projects for their Towns. This collaborative approach involved a joint offshore sand search and the development of "batched" environmental documents to support permitting decisions. While the sand search/borrow area design and the environmental permitting were conducted in tandem, APTIM worked with each town individually to design projects that would achieve the unique set of project objectives for each community.

In the lead up to the construction of the project, the Town of Southern Shores hired APTIM to assist with permitting an emergency project to address a hot spot along a portion of their oceanfront beach. APTIM successfully assisted them with the permitting allowing a forth town to be included in the joint construction of the beach projects.

Following construction of the $40.25 million locally funded project in October 2017, APTIM conducted 94 beach profile surveys covering all, or portions of all, four towns. These data provided post-construction baseline conditions to which annual monitoring surveys will be conducted to track performance of the beach projects. The beach profile surveys included RTK GPS topographic surveys from the landward side of the dune out to wading depth; and a hydrographic survey along the submarine portion of the profile extending to the depth of closure. APTIM is currently under contract to conduct the Year-1 surveys and perform beach fill performance assessments, which includes volume change and shoreline change analysis.

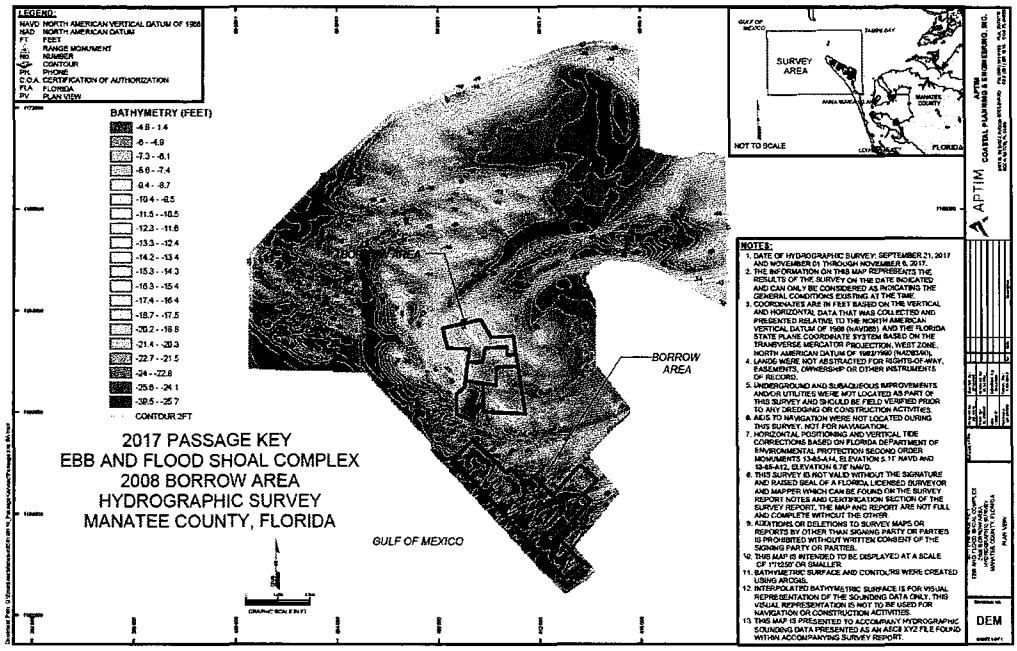


Client	**Manatee County Parks and Natural Resources Department**
Project Description	Anna Maria Physical Monitoring
Project Dates	10 2017 – 12/2017
Staff	Jeffrey Andrews, PSM, CH; Michael Lowiec, PSM; Christopher Walker
Client Owner/ Project Manager	Charlie Hunsicker
Phone	941-742-5923 x 6001
Email	charlie.hunsicker@ mymanatee.org

Manatee County contracted with APTIM to provide a topographic and hydrographic survey for the 2017 permit required Physical Monitoring. Survey data provided within this report satisfies survey requirements for Joint Coastal Permit (JCP) Numbers 0039378-010-JC, 0281452-001-JC, 0281452-005-JN, and 0039378-009-JC.

Survey data provided in this report also satisfies survey requirements for USACE permit numbers SAJ-2000-03874 (SP-CJW), SAJ-2000-03874 (SP-MEP) and SAJ-2013-01353 (NW-MEP).

APTIM conducted the survey between FDEP monuments R-1 through R-41+305 including all intermediates included within the physical monitoring plans for the aforementioned permits. APTIM collected 30 wading depth profiles in conjunction with the Cortez Groin monitoring requirement.

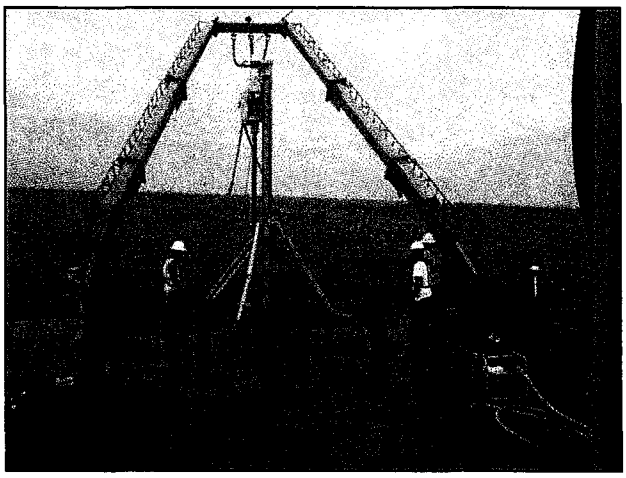


Client	**LJA Engineering**
Project Description	Design phase geotechnical and geophysical investigations for Sand Sources McFaddin National Wildlife Refuge Shoreline
Project Dates	2014-2017
Staff	Jeffrey Andrews, PSM, CH; Ken Willson, Michael Lowiec, PSM, Beau Suthard
Client Project Manager	Bill Worsham
Phone	512-439-4700
Email	bworsham@ljaengineering.com

APTIM was contracted by LJA Engineering, Inc. (LJA) to conduct design phase geotechnical and geophysical investigations to identify beach compatible material to nourish 19.5 miles of McFaddin National Wildlife Refuge shoreline. We followed a systemic approach to marine sand searches that has been developed over the years by the APTIM team. In a comprehensive marine sand search, we typically divide the investigation into three sequential phases. This phased approach can be modified to meet the scope of the investigation and accommodate the level of work previously performed. Regardless of the phases executed during a sand search, the APTIM investigation sequencing is preserved in order to maintain efficiency and completeness to provide confident results.

Over the course of 10 days, APTIM collected approximately 285 statute line miles of geophysical data which included magnetometer, seismic reflection profiling, sidescan sonar and bathymetric data and 31 vibracores. The vibracores were analyzed in APTIM's CMEC certified laboratory in Boca Raton, FL. A total of 143 sand samples were extracted from the vibracores and evaluated.

The geophysical data were processed by APTIM and a qualified marine archaeologist reviewed the magnetometer data to determine avoidance buffers. Based on the information collected during the geophysical and geotechnical investigations, a borrow area containing fine-grained sand with little fines was designed and permitted.

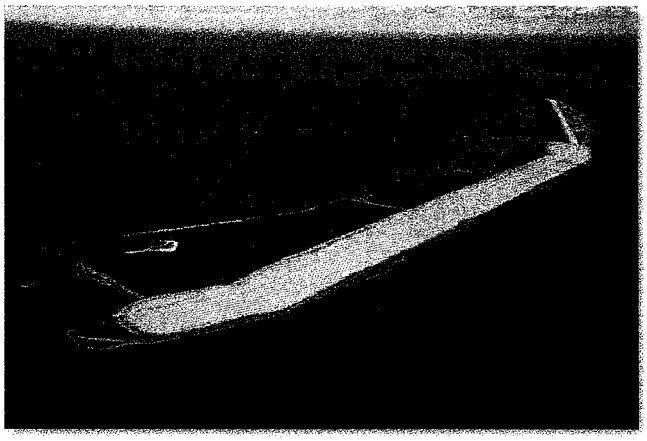


Client	**State of Louisiana, Coastal Protection Restoration Authority (CPRA)**
Project Description	Shell Island West Beach Profile Survey
Project Dates	2017
Staff	Whitney Thompson, PE; Jeffrey Andrews, PSM, CH; Beau Suthard, PG; Michael Lowiec, PSM; Christopher Walker
Client Project Manager	Kenneth Bahlinger
Phone	225-342-7362
Email	kenneth.bahlinger@la.gov
Client Owner	Chris Allen
Phone	225-342-1477
Email	chris.allen@la.gov

Shell Island is located immediately west of the Empire Jetties in Plaquemines Parish and has undergone rapid shoreline retreat and disintegration. APTIM developed a feasibility report for the Shell Island portion of the Barataria Basin Barrier Island Shoreline Restoration Study. APTIM performed topographic and hydrographic surveys and coastal engineering analyses including shoreline changes and volumetric changes due to longshore transport, cross-shore transport, overwash, and relative sea level rise. An even-odd analysis was performed to investigate the effect of the jetties on shoreline retreat. Acreage values for a Wetland Value Assessment were developed for various target years following construction using the Barrier Island Community Model. A "without project" assessment was also made. The cross-shore model (SBEACH) was used to predict the cross-shore response of the with- and without-project conditions at various target years.

The Mississippi River was targeted as a borrow source, and geophysical surveys and vibracores were collected to facilitate the development of several borrow areas. The project was designed with a 50-year life to provide benefits without requiring renourishment cycles. APTIM also performed construction oversight as the $120 million project was implemented. Major tasks within this project included:

- Review of existing data and analysis of coastal processes
- Collection and analysis of beach profile surveys data
- Collection of additional geophysical and geotechnical data., bathymetric, and magnetometer data
- Development of Mississippi River borrow areas
- Analysis of both offshore and Mississippi River borrow area impacts with numerical wave including current and infilling rate modeling in the Mississippi River
- Coordination with the Mississippi River pilots associations to obtain support in finding ways to share the River during construction
- Final engineering and design of preferred alternative
- Development of plans and specifications and detailed final construction cost estimate
- State and Federal permit application and support
- Construction administration and oversight



Client	**National Oceanic and Atmospheric Restoration Center**
Project Description	Chenier Ronquille Pre Construction Beach Profile Survey
Project Dates	April 2018
Staff	Whitney Thompson, PE; Jeffrey Andrews, PSM, CH; Michael Lowiec, PSM; Christopher Walker
Client Project Manager	Donna Rogers
Phone	225-636-2095
Email	donna.rogers@noaa.gov

Chenier Ronquille is located immediately east of Grand Terre in Plaquemines Parish and has undergone rapid shoreline retreat and disintegration. APTIM designed the beach/dune and back-barrier marsh restoration project for CPRA under the Coastal Planning, Protection, and Restoration Act. Our firm performed topographic and hydrographic surveys and coastal engineering analyses including, shoreline changes and volumetric changes due to longshore transport, cross-shore transport, overwash, and relative sea level rise. APTIM calculated relative sea level rise rates based on the latest NOAA measurements of subsidence along the Louisiana coast. APTIM also developed acreage values for a Wetland Value Assessment for various target years following construction using the Barrier Island Community Model. A without project assessment was also made. The cross-shore model (SBEACH) was used to predict the cross-shore response of the with- and without-project conditions at various target years. DELFT-3D was used to analyze project alternatives throughout the 20-year design life.

A marsh settlement analysis provided time settlement curves, which incorporate consolidation of the underlying soils and consolidation of the marsh fill material itself. The analysis highlighted the marsh elevations required at construction to maximize the period during which the marsh is in the intertidal zone. Gulf of Mexico borrow sources were targeted, and geophysical surveys were collected to facilitate the development of several borrow areas. APTIM performed construction oversight for NOAA when the $28 million project was built. We evaluated performance post-construction. An analysis of vegetative species was performed, and we oversaw the vegetative plantings installation contract for NOAA in March 2018. Quality control was performed during the installation process. UAV monitoring was also performed to assess project performance relative to sand movement and marsh restoration success. Major tasks within this project included:

- Review of existing data and analysis of coastal processes
- Collection and analysis of beach profile surveys data
- Collection of additional geophysical, geotechnical, bathymetric, and magnetometer data
- Development of project alternatives and modeling of project future performance
- Development of Gulf of Mexico borrow areas
- Analysis of offshore borrow area impacts with numerical wave modeling
- Final engineering and design of preferred alternative
- Development of plans and specifications and detailed final construction cost estimate
- State and Federal permit application support
- Construction administration and oversight
- Vegetative plantings design support and installation oversight

Section 5. Major Subcontractor Information

APTIM is able to self-perform the scope of work for this project and will not have any major subcontractors.

Section 6. Litigation History

APTIM and its subsidiaries have been, and may from time to time be, named as a defendant in legal actions claiming damages in connection with engineering and construction projects, technology licenses and other matters. These are typically claims that arise in the normal course of business, including employment-related claims and contractual disputes or claims for personal injury or property damage which occur in connection with services performed relating to project or construction sites. Contractual disputes normally involve claims relating to the timely completion of projects, performance of equipment or technologies, design or other engineering services or project construction services provided by us. We do not believe that any of our pending contractual, employment-related personal injury or property damage claims and disputes will have a material effect on our future results of operations, financial position or cash flow. Subject to the above, we have performed a search of our records and identified matters listed in the attached Litigation History.

On or about April 18, 2018, the Manhattan District Attorney's Office announced the filing of several indictments in which various individuals and the entities for which they work in the public construction management program industry in which APTIM operates were charged with charges relating to bribery, schemes to defraud, and campaign finance illegality. APTIM was not, and has not been, charged with any wrongdoing. One of the individuals charged is a person by the name of Walter Gross. Mr. Gross was an employee of Shaw Environmental, Inc. (n/k/a Aptim Environmental & Infrastructure, Inc.) until February 2012.

APTIM makes this disclosure in the spirit of candor and transparency. APTIM engaged in discussions with the District Attorney's Office through internal and external counsel during the course of the investigation that led to the announced charges. APTIM has also been contacted by the New York Department of Investigation concerning the charges and their import to APTIM. APTIM does not believe that it has engaged in any wrongdoing, much less criminal wrongdoing and is committed to cooperating fully with any regulatory inquiries.

Matter Name	Type of Incident	Date of Incident	Initial Circumstance for this Action	Venue	Final Outcome
HRK Holdings, LLC v. Comanco Environmental, Inc. et al.	Alleged Negligence	2011	Plaintiff seeks damages related to alleged leaks occurring at Piney Point Phosphogypsum Stacks System located in Manatee County, Florida. Shaw Environmental performed civil site work on the project in or around 2003-2004.	Florida	Resolved
Barna Marcano-Baloss v. The City of New York, C.A.C. Industries, Inc. and F&S Contracting	Personal Injury	2013	Personal Injury suit filed by a pedestrian who allegedly tripped and fell in a pothole in a street that was part of a bus stop renovation project. The scope of the project included milling and resurfacing of the street where plaintiff fell. Plaintiff originally sued the City and the contractors on the project. The CM on the project, CH2M Hill, was added as a defendant by CAC Industries and subsequently filed a	New York	Ongoing

Matter Name	Type of Incident	Date of Incident	Initial Circumstance for this Action	Venue	Final Outcome
			third party complaint against Shaw Environmental & Infrastructure Engineering of New York, PC, who served as CH2M Hill's subconsultant on the project, for negligence in failing to report a defective and/or dangerous condition on the project.		
Evan J. Lightner v. CB&I Environmental & Infrastructure, Inc., et al	Allegation of Retaliation	2014	Plaintiff alleges wrongful termination on the basis of retaliation.	Ohio	Resolved
Keirouz, Dina vs. CB&I Environmental & Infrastructure, Inc.	Employment Discrimination	2014	Plaintiff alleges gender discrimination and wrongful termination.	California	Resolved
Shear, Frederick v. Muhammad Afzal, Robert Ivers, Donlen Trust	Personal Injury	2014	Plaintiff was a passenger in a vehicle being driven by Muhammad Afzal. On the 7th October, 2014 CBI employee Robert Ivers rear-ended Mr. Afzal's vehicle. A claim was made for damages to the vehicle which have been settled. Mr. Shear hired counsel and is now claiming injuries.	New Jersey	Ongoing
Southern Star Automotive, Inc. v. BellSouth Telecommunications, LLC	Alleged Negligence	2014	Bellsouth seeks indemnity from Shaw Environmental's alleged negligent cleanup of 6 gallon hydraulic fluid spill.	Georgia	Resolved
CB&I Environmental & Infrastructure, Inc. and CB&I Coastal, Inc. v. O'Neil Malbrough, Jr.	Breach of Contract	2015	Action brought arising out of the breach of non-competition, non-solicitation and non-raiding agreement.	Louisiana	Ongoing
Don Bihm Equipment Co., Inc. v. CB&I Environmental & Infrastructure, Inc.	Alleged Negligence	2015	Plaintiff alleges that CB&I Environmental & Infrastructure, Inc. is indebted to plaintiff as a result of two (2) separate equipment first which rendered plaintiff's equipment a complete loss. Plaintiff also alleges unpaid balances for payment of rental equipment.	Louisiana	Ongoing
Louisiana Machinery Company LLC v. Shaw Environmental,	Alleged Negligence	2015	This is a companion case to the Don Bihm Equipment Co. matter. Plaintiff alleges that it rented to Don Bihm	Louisiana	Ongoing

Matter Name	Type of Incident	Date of Incident	Initial Circumstance for this Action	Venue	Final Outcome
Inc., et al n/k/a CB&I Environmental & Infrastructure, Inc.			Equipment two pieces of equipment and that Don Bihm Equipment subleased these two pieces of equipment to CB&I. Plaintiff alleges that two pieces of equipment caught fire and burned due to the neglect of Bihm and/or CB&I for failure to perform proper maintenance, care and or use of the equipment.		
Stewart, John v. CB&I Environmental & Infrastructure, Inc.	Employment Discrimination	2017	Plaintiff alleges disability and age discrimination	Pennsylvania	Resolved
Dillman, Michael v. CB&I Environmental & Infrastructure, Inc., et al	Breach of Contract	2017	Plaintiff alleges breach of Contact and contents that he is owed severance amounts under his Severance and Relocation Agreement.	Louisiana	Ongoing

Section 7. Sample Standard Terms and Conditions

Attached in **Appendix 4** are our Professional Services Agreements.

We have reviewed the contract terms and conditions provided in Appendix A, Section II. We are comfortable with the terms and conditions provided with the following exceptions included in Subsection 3. B. Indemnification:

In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage ***to the extent*** *resulting from the* ***negligent*** *acts or omissions of anyone under the contractor's supervision or control.*

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice ***to the extent caused by or as a result of the Contractor's negligent actions.***

Section 8. Annual Performance Report (Project Schedule/ Delivery Date)

The following items have been identified by APTIM as deliverables to the City of Galveston based on the scope of work described in Section 7 of RFQ# 18-02 Beach Survey and our proposed approach.

- Monthly Progress Reports
- Beach Profile Survey Reports
- Beach Monitoring Reports
- Beach Maintenance Plan

A detailed description and individual schedule for each deliverable are provided below.

Monthly Progress Reports: APTIM will provide a one-page summary of the project status via e-mail approximately every 30 days during the course of the contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Beach Profile Surveys/Deliverables: APTIM will begin planning for beach profile surveys immediately upon receipt of Notice to Proceed from the City. As weather conditions allow, APTIM field crews will arrive on site to begin survey operations for both wading depth and depth of closure surveys within 2 weeks of receiving Notice to Proceed. APTIM anticipates completing data collection within 30 days after receiving Notice to Proceed. APTIM will plan accordingly to survey the beach in Years 2, 3, and 4 of the contract during the same month surveys were completed in Year 1.

Upon completion of data acquisition, APTIM will provide a survey report to the City. Barring any unforeseen circumstances, the report will be provided within 90 days following completion of survey operations. The survey report will include methodology, survey notes, control information, profile plots, cross sections, and digital XYZ data. The report will also include final signed and sealed drawings to include a minimum of 1-foot elevation contours along each transect.

In addition, drawings will also show the position of:

- The Line of Vegetation (LOV), if present
- The 200-Foot Landward from LOV measurement
- The Dune Conservation Area, as defined in the City's Erosion Response Plan
- The Enhanced Construction Zone, as defined in the City's Erosions Response Plan
- The Dune Protection Line, as defined by Chapter 29 of Municipal Code
- The 1,000-Foot from Mean High Water measurement
- The 200-Foot from Mean Low Water measurement
- Mean Low Water and Mean Lower Low Water
- Mean High Water and Mean Higher High Water
- North and South Tow of Dunes (NTD and STD)
- The 25 foot landward offset from the NTD

Beach Maintenance Plan: If the City chooses to proceed with the development of a Beach Maintenance Plan as described in our approach, APTIM will prepare the plan to serve as documentation that the City's projects meet the Public Assistance criteria. This document can then be submitted to FEMA if a project is impacted by a presidentially declared disaster. The plan will include a description of the project design, construction activities to date, anticipated volume and cost for maintenance, schedule of maintenance and the monitoring protocols being employed by the City and availability of necessary sand resources. APTIM will coordinate with the City's staff to identify current and future funding sources and document these in the Beach Maintenance Plan.

Barring any unforeseen circumstances, APTIM will provide the City with a Draft version of the Beach Maintenance Plan within 90 days following survey operations. Once comments are received from the City on the Draft, a final version of the plan will be provided.

Section 9. Conflicts of Interest

APTIM has no current or potential conflicts of interest due to any other clients, contracts or property interests for this project. No member of our firm ownership, management or staff has a vested interest in any aspect of the City of Galveston. APTIM will not employ City employees or former City employees to work on the City's project.

Appendix 1 includes our signed form.

Section 10. Equipment and Methodology

APTIM owns and operates a full suite of advance survey gear to meet all the City of Galveston's need. APTIM also has a long-standing relationship with Texas survey technology suppliers to meet any needs that may arise.

Our attention to accurate and repeatable survey measurements over long time scales leads to a high level of confidence in our monitoring surveys. This accuracy is bolstered by our use of a RTK GNSS for all phases of data collection.

The use of RTK GNSS throughout the survey process ties aerial (UAS), hydrographic, and topographic data sets together for a seamless and accurate data set. The use of common survey control and/or post-processed GPS baselines enables efficient and cost effective data collection while enabling survey accuracy and agency acceptance.

GNSS onboard the survey vessel provides centimeter-accurate positioning as well as real time water level (tide) corrections to every sounding collected. RTK GNSS tides eliminate the problems associated with static tide gauges including wind driven water levels, dynamic sea surface height, and inlet influences. The use of dynamic motion (heave, pitch and roll) compensation or fully inertial navigation solutions (when needed) and instantaneous RTK GNSS tide corrections on the survey vessel supports the seamless transition to the nearshore rover data and UAS topographic point cloud.

APTIM owned equipment anticipated to be used for this project includes:

Survey Vessels

- 28-foot Survey Vessel with twin 250 horsepower
- 24-foot Survey Vessel with twin 150 horsepower

Trimble RTK GNSS Receivers

- Trimble R10 (4)
- Trimble R8-Model 4 (4)
- Trimble SPS461 (2)

Depth Sounders

- Teledyne Odom Hydrotrac Single Beam (3)
- Teledyne Reson 7125 Multibeam Sounder

Navigation and Dynamic Motion

- Applanix POS-M/V WaveMaseter IMU
- TSS DMS-05 Dynamic Motion Compensator

Unmanned Aerial Systems

- (1) DJI Inspire 1 Pro w/ Zenmuse x5 camera
- (4 DJI Phantom 4
  (1) DJI Phanom 3

Appendix 1
Signed Documents

(Includes Completed Copy of RFQ# 18-02, including Appendix A – J and Addendum 1)

City of Galveston

REQUEST FOR QUALIFICATIONS

Qualifications Reference Number: 18-02

Project Title: Beach Survey 2018-2022

Qualifications Closing Date: 10:00 A.M.(CST), Wednesday, June 6, 2018

Original and seven (7) copies and one media source required.
No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas
Request for Qualifications

1. Introduction

A. Project Overview: The City of Galveston is requesting Qualifications with the intent of prequalifying providers for the services contained in Appendix J – Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. RFQ Clarifications: All questions related to requirements or processes of this RFQ should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a Request for Qualification or Proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. RFQ Withdrawals and/or Amendments

A. RFQ Withdrawal: The City reserves the right to withdraw this RFQ for any reason.

B. RFQ Amendments: The City reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Department of their intent to submit, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Qualification Submittal Requirements

A. Submittal Packet – How to submit: All proposals must be submitted in person or by mail at the addresses in Section 2, above. No submittal will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive.

Submittals shall be sealed and marked clearly with the Request for Qualifications number, Request for Qualifications name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this RFQ are considered part of the proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.

D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.

F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Department purchasing@galvestontx.gov. The subject line must read **"RFQ 18-02 Beach Survey"**. The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any proposal document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Qualification Evaluation and Contract Award

A. Qualification Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed qualifications, in accordance with Chapter 252 of the Texas Local Government Code, Chapter 2254 of the Texas Government Code, and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.

B. Correspondence: All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Department. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.

C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFQ, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.

D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFQ requirements and details provided in Appendix J – Scope of Services or Appendix A – Request for Qualifications, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFQ.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.

H. No Commitment: The Request for Qualifications does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of Proposal/bid/qualification may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual Proposers, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Qualifications process. In the case of Request for Qualifications, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Proposal Response: If only one proposal or Proposal is received in response to the Request for Qualifications/Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

   i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or

ii) The successful Proposer violates any of the provisions of these specifications; or

iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or

iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Request for Qualifications Document

Submittal Checklist: (To determine validity of Proposal)

- ✓ **Appendix A (pages _9_ through _18_) must be included in the Proposal submittal.**
- ✓ **Appendix B – F (pages_20_ through _25_) all forms must be complete and included in the submittal.**
- ✓ **Appendix J (pages _29_ through _37_) must be included in the Proposal submittal.**

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.	
RFQ Number:	**18-02**
Project Title:	**Beach Survey 2018-2022**
Submittal Deadline:	**Wednesday, June 6, 2018 @ 10:00 a.m. CST**

Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553

Proposer Information:

Proposer's Legal Name:	Aptim Environmental & Infrastructure, Inc.		
Address:	10001 Woodloch Forest Dr, Suite 450		
City, State & Zip	The Woodlands, TX 77380		
Federal Employers Identification Number #	77-0589932		
Phone Number:	832-823-2670	**Fax Number:**	225-987-8355
E-Mail Address:	Malcolm.jarrell.aptim.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Malcolm Jarrell, President

Signature of Authorized Representative: Malcolm Jarrell

Signed this 22 (day) of May (month), 2018 (year)

I learned of this Request for Qualifications by the following means:

- [X] Newspaper Advertisement
- [ ] City E-mail Notification
- [ ] Galveston Website
- [ ] Cold Call to City
- [ ] Mailed Me a Copy
- [ ] Other

I. *REQUIRED SUBMITTAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION*

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used. Please refer to Section 2 of our Submittal of Qualifications.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
We do not anticipate a need for additional hardware and/or software for the City to fully utilize the goods and services.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted. Please see Appendix 4 for a copy of our standard terms and conditions.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFQ. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order. Please refer to Section 8 of our Submittal of Qualifications.

2. This section intentionally left blank.

3. Term of Contract and Option to Extend:

Any contract resulting from this RFQ shall be effective upon execution by the City of Galveston for a term of forty-eight (48) months. The City anticipates that a contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to one (1) additional year. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience. Please refer to Section 3 of our Submittal of Qualifications.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project. Acknowledged.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided; Please refer to Section 1 of our Submittal of Qualifications.

State the number of years' experience the business has: 16*; and the number of employees: 1270. *Legacy Shaw Environmental & Infrastructure, Inc. was established in 2002. Legacy firm of Coastal Planning & Engineering, Inc. was established in 1984.

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project. Please refer to Sections 2, 3 and 4 of our Submittal of Qualifications.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Manatee County	
Contact Name: Charlie Hunsicker	Contact Title: Director
Phone: 941-742-5923 x 6001	Email: charlie.hunsicker@mymanatee.org
Date and Scope of Services Provided: 1989 - ongoing Surveying & Mapping, storm damage assessments, state and federal permitting, permit compliance, physical monitoring, geotechnical and geophysical investigations, feasibility studies, borrow area design, plans & specifications, construction administration, FEMA funding assistance, state grant assistance, coastal engineering services, biological monitoring	

Reference #2:

Client / Company Name: City of Sanibel	
Contact Name: Scott Krawczuk	Contact Title: Deputy Public Works Director
Phone: 239-472-6397	Email: scott.krawczuk@mysanibel.com
Date and Scope of Services Provided: 2017 Post Hurricane Irma Topographic & Hydrographic Survey Large scale emergency response for topographic and hydrographic survey of Sanibel Island, Florida to assess storm impacts from Hurricane Irma	

Reference #3:

Client / Company Name: Town of Duck, North Carolina	
Contact Name: Christopher Layton	Contact Title: Town Manager
Phone: 252-255-1234	Email: clayton@townofduck.com
Date and Scope of Services Provided: 2011-ongoing APTIM staff developed a feasibility study for the Town to look into possible erosion mitigation strategies along their oceanfront. Following the study, APTIM staff assisted the Town with design and permitting of a beach nourishment project. Conducted two different beach profile surveys. After the project, we conducted the 1st post-construction survey. APTIM staff developed a Beach Maintenance Plan in compliance with guidance developed by FEMA for eligibility of public assistance funds following a disaster.	

Reference #4:

Client / Company Name: Texas GLO	
Contact Name: Kelly Brooks	Contact Title: Project Manager
Phone: 512-463-2198	Email: kelly.brooks@glo.texas.gov
Date and Scope of Services Provided: 2/7/2018-8/31/2021 APTIM is the PSP to conduct geophysical and geotechnical surveys & sand source assessments for McFaddin NWR Beach Ridge Restoration Phase II. The 2.9 mile long pilot project was recently completed from which the previous designated sand source identified by APTIM was used. To achieve complete restoration, APTIM will conduct geophysical & geotechnical surveys to find additional sand sources.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) _X_ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Confidentiality of Information in Statement of Qualifications: Pursuant to State Law, submittals will be open in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: 1770589932000.

B. Prime contractor HUB / MWBE registration number: N/A.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_N/A_-_

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Aptim Environmental & Infrastructure, Inc.

Contract #: RFQ No. 18-02

Description: Beach Survey 2018-2022

Primary Contact (Name): Ken Willson

Primary Contact Phone Numbers: Home: same as cell # Cell: 910-443-4471

Secondary Contact (Name): Michael Lowiec

Secondary Contact Phone Numbers: Home: same as cell # Cell: 561-248-2083

After Hours emergency opening fee, if applicable: $ N/A

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFQ from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFQ specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[x] Yes, Others can purchase **[ ] No, Only the City can purchase.**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

H. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFQ or any

contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the

Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice. See Section 7 for exception to Indemnification language

i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

i. Proposal bonds are required for Proposals over $25,000.00 in the amount of 5% of the total Proposal amount.

ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and

iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a Request for Qualifications for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a Request for Qualificationss or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1. Name of person who has a business relationship with local governmental entity.

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Malcolm Jonell
Signature of person doing business with the governmental entity

May 22, 2018
Date

Adopted 06-29-2007

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix C - House Bill 89 Verification

I, Malcolm Jarrell (Person name), the undersigned representative of (Company or

Businsess Name) Aptim Environmental & Infrastructure, Inc. (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

a. **Does not boycott Israel currently; and**
b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

May 22, 2018
DATE

Malcolm Jarrell
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Montgomery §

On this day, BEFORE ME, the undersigned, personally appeared Malcolm Jarrell **the** President **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd **day of** May**, 2018.**

[SEAL]

WESLIE ANN HERNANDEZ
Notary Public, State of Texas
Comm. Expires 11-02-2021
Notary ID 131338426

NOTARY PUBLIC in and for the State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

__X__ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Malcolm Jarrell, President, Aptim Enivronmental & Infrastructure, Inc.
Proposer's Printed or Typed Name

Malcolm Jarrell
Proposer's Signature

May 22, 2018
Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL "NON-RESPONSIVE."

The Proposer or Proposer or any officer, if the Proposer or Proposer is other than an individual, shall state whether Proposer or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Proposer or Proposer is **NOT** an individual:

_X_ The officers of the company submitting this Proposal or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Malcolm Jarrell, President

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Aptim Environmental & Infrastructure, Inc.

ADDRESS 10001 Woodloch Forest Dr, Suite 450, The Woodlands, TX 77380

PHONE 832-823-2670

FAX 225-987-8355

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) Malcolm Jarrell

POSITION WITH COMPANY President

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

Malcolm Jarrell

COMPANY OFFICIAL (PRINTED NAME) Malcolm Jarrell

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix G – Document 00435
The City of Galveston, Texas

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Malcolm Jarrell, President
(Printed or typed Name of Signatory)

Malcolm Jarrell
(Signature)

May 22, 2018
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix H – No Intent to Submit Form

If your firm has chosen <u>not</u> to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- ☐ Do not sell the item(s) required
- ☐ Cannot be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

You may also email this form to: <u>purchasing@galvestontx.gov</u>.

Appendix I – ACH Form

The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued

City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: BMO Harris Bank, N.A.

Financial Institute Address: 115 S. LaSalle St, 18th Floor West, Chicago, Illinois 60603

Routing Number: 071000288

Account Number: 2058584

SWIFT Code: (if applicable) _____

Signature

Company Name: Aptim Environmental & Infrastructure, Inc.

Authorized Signature: _____ Date: 05/16/2018

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: RFQ 18-02 Beach Survey 2018-2022.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

4. Proposal Evaluation Factors

Emphasis	Factor
30%	Qualifications of Firm
30%	Demonstrated ability to perform services in the Scope of Services
30%	Ability to effectively provide survey & analysis in a timely manner
10%	Familiarity with City of Galveston coastal issues

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

RFQ Release Date	May 14, 2018
Deadline for Submittal of Written Questions	May 28, 2018 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	June 6, 2018 @ 10:00 a.m. CST
Possible Proposer Interviews	June 13, 2018
Anticipated Committee Evaluation Review Date	June, 2018
Anticipated Award Date	July, 2018

7. Scope of Services

Request for Qualifications (RFQ) for Second Four (4) Year Survey Program
Annual Wading Depth and Depth of Closure Survey Data Collection

History /Background

The City of Galveston, in partnership with the Galveston Island Park Board of Trustees and the Village of Jamaica Beach, is requesting qualifications for wading depth and depth of closure surveys on Galveston Island. This RFQ continues an effort started in 2014 to combine resources and obtain a comprehensive data set that will be collected from the East End of the Island to San Luis Pass (with the exception of the State Park).

The RFQ encompasses an annual survey cycle to include a project period of four (4) years: Wading Depth surveys to be accomplished along the entire shoreline of the project extent; and Wading Depth and Depth of Closure surveys to be accomplished along all engineered beaches (Historic Seawall Beach, Babes Beach, and Dellanera Park Beach), as described below.

The project will provide data sets for annual City of Galveston Beach Maintenance Permits that are required for maintenance activities along the Island's beachfront, for mapping and maintaining a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and to document beach conditions for potential FEMA assistance after storm events. The data will be available for not only the entities represented in this RFQ, but also for property owners and homeowners' associations in Galveston that seek to obtain annual Beach Maintenance Permits through the City of Galveston.

Scope of Work

The City of Galveston is requesting proposals to perform wading depth and depth of closure surveys in order to obtain a comprehensive data set required for annual City of Galveston Beach Maintenance Permits, to document beach conditions for potential FEMA assistance after a storm events, and for other potential future needs.

Combined, the City of Galveston and the Galveston Island Park Board of Trustees monitor a total of fourteen (14) beachfront areas. These areas are described as: "Apffel Park"; "The East End Stretch"; "Stewart Beach"; "Seawall Beach"; "West Seawall to Dellanera Park"; Dellanera Park"; "Dellanera Park to BeachPocket-1"; "Beach Pocket 1"; "BeachPocket-1 to BeachPocket-2"; "Beach Park #2"; "Beach Pocket-2 to BeachPocket-3"; "Beach Pocket #3"; "11 Mile Road to 13 Mile Road"; and "West of Jamaica Beach to San Luis Pass".

Wading depth surveys are to be conducted on an annual basis for all of the beachfront areas along the Galveston Island Shoreline, with the exception of the Galveston Island State Park. Surveys are expected to be completed in summer months (May/June/July) to coincide with the same timeframe for which previous years' surveys were completed.

The Village of Jamaica Beach monitors the beachfront within their city limits; from the western most boundary of the Galveston Island State Park west approximately 3,000 linear feet to the common western boundary with the City of Galveston.

Three engineered beaches are located within the project scope that have experienced significant losses of beach sand volume due to erosion. In addition to wading depth surveys, depth of closure surveys are proposed to be conducted on an annual basis. A description of the location of these beaches is below:

Name:	**Location:**
Historic Seawall Beach	Beach and dune area along Seawall adjacent to 12th Street to 61st Street
Babe's Beach	Beach and dune area along Seawall adjacent to 61st Street to 75th Street
Dellanera Park Beach	Beach and dune area from western terminus of Galveston Seawall west approximately ½ mile to Dellanera Park

Transects for the survey should utilize uniform 1,000 ft. spacing. The U.S. Army Corps of Engineers' standards for Hydrographic Surveying should be utilized as appropriate. The survey should be conducted along a continuous transect line of collected data (without interpolation or estimation) from the landward most portion of the beach/dune system to the required water depth of the survey being conducted to provide a "snapshot" of contemporary beach conditions, with depth of closure surveys to be performed in concert for those areas described above.

Ultimately, a goal of this effort is to collect data that can be used for analysis and reporting to state and federal agencies on shoreline change and losses following a natural disaster. Therefore, the proposer may recommend the use of an alternate means of collecting and reporting the data so long as it conforms to industry standards for mapping shoreline conditions, documenting shoreline change and losses, and adheres to federal and state guidelines in order to meet these minimum requirements.

Surveys should be conducted in fair weather conditions, preferably with winds 15 miles per hour or less. Upper beach topographic/wading depth survey should include profile topography between 25 feet landward of the north toe of dune and elevation -1.0 feet. The top of the seawall should be utilized as the landward limits of the survey for the areas along the Seawall.
Wading Depth Survey transects shall also include:

- The Line of Vegetation (LOV), if present
- The 200 foot landward from Line of Vegetation measurement
- The Dune Conservation Area (DCA), as defined in the City's Erosion Response Plan

- The Enhance Construction Zone (ECZ), as defined in the City's Erosion Response Plan
- The Dune Protection Line, as defined by Chapter 29 of Municipal Code
- The 1,000 foot from Mean High Water measurement
- The 200 foot from Mean Low Water measurement
- Mean Low Water (MLW)
- Mean Lower Low Water Line (MLLW)
- Mean High Water (MHW)
- Mean Higher High Water Line (MHHW)
- North and South Toe of Dunes (NTD and STD)
- The 25 foot landward offset from the North Toe of Dune
- The seaward most +4 foot contours
- The seaward most +3 foot contours
- Final drawings to include a minimum of 1 foot elevation contours along each transect

Depth of Closure transects shall include:

- A bathymetric profile to a depth of -24 feet into the Gulf of Mexico
- Coordination of Wading Depth Surveys to provide a continuous transect
- Final drawings to include minimum 1 foot elevation contours along each transect

The offeror should obtain previous beach surveys from the administrative record of the City of Galveston, the Galveston Island Park Board of Trustees and the City of Jamaica Beach, which would be utilized for comparison to the new surveys. This should consist of shoreline comparisons and shoreline change calculations for all sites and beach/sand volume change calculations for the engineered beach areas that have been previously nourished. Offerors should include the type of equipment and vessels that will be utilized to perform this work, a timeline for proposed work and any supplemental information that the offeror determines would be beneficial to the submittal.

Minimum Qualifications

Offerors must meet the minimum qualifications listed below. Furthermore, RFQ responses that appear unrealistic in terms of technical capability, commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Offeror shall have been in business for a minimum of three (3) years or the principals shall have had ownership/management experience in a previous company that provided comprehensive surveys, review, planning studies and other services.

Offeror shall have demonstrated experience in providing coastal survey services in the categories requested in the Scope of Services.

Offeror shall employ a minimum of one Registered Professional Land Surveyor (RPLS) and provide the location of the primary office.

REQUIRED OFFEROR INFORMATION

Offeror must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in the RFQ Scope of Services and to produce the specified product or services on time. In addition to providing complete information regarding how the offeror meets / exceeds the minimum qualifications, as the offeror must provide the following information formatted in the response as follows:

Section 1 **Company Narrative**

The year company was founded, background and history (and parent company, if applicable) and, if incorporated, the state in which the company is incorporated and the date of incorporation. If company is an out-of-state Offeror, a Certificate of Authority to do business in Texas from the Secretary of State must be provided as an Appendix. The Company ownership structure (Corporation, partnership, LLC, or sole proprietor) including all wholly owned subsidiaries, affiliated companies, or joint ventures. If Offeror is an affiliate of another company, or has a joint venture or strategic alliance with another company, list companies, please identify the parent company, former parent company's name (if any) percentage of ownership, and the percent of the parent's ownership and total revenue generated by the organization, or revenues recognized by each joint venture partner, as appropriate; Location of company headquarters and location of the primary office(s) that will service any contract resulting from this RFQ, in addition to a listing of offices intended to support the contract with city, state, telephone number, email contact address, and total number of personnel at each of these offices.

Section 2 **Offeror Justification**

Why Offeror is qualified to provide the services described in the Scope of Services in this RFQ, focusing on the company's key strengths and advantage to the City of Galveston to select the Offeror. Geographical service area and limitations (if any) within the proposed project's service area, clearly indicating primary Offeror's coverage area and coverage area(s) of any affiliates or subcontractors (if applicable).

Section 3 **Offeror Logistics / Staffing Profile**

Names, titles, addresses, telephone numbers, and email addresses of not more than two (2) primary company contacts. Name, address, telephone number, and email address of the Offeror's point of contact for a contract resulting from this RFQ. Offeror should provide brief resumes for key staff to be responsible for the performance of any contract resulting from this RFQ. The staff profile(s) should describe personnel by discipline and should identify the Texas Registered Professional Land Surveyor(s) who will sign/seal work products and their background completing wading depth and depth of closure survey, and their respective primary office location.

Section 4 **Demonstrated Project Experience**

Offeror shall provide a minimum of five (5) project specific references relating to wading depth and depth of closure survey completed in the United States, preference is given to those projects completed within the State of Texas and more specifically on Galveston Island, for state, federal, and/or local government clients, undertaken within the last five (5) years. Offerors shall be asked to provide current contact information for each of the specific references provided.

This information shall include:

- Client names;
- Brief project description (including location and type of project);
- Project dates (starting and ending) and proposed timelines, change orders, delays etc.
- Staff assigned to referenced engagement who will be designated for work associated with this RFQ;
- Client project manager and owner name, telephone number, and email address.

Section 5 **Major Subconsultant Information**

In addition to the requirements found in the Scope of Work Section, offeror must identify any subconsultants with whom the Proposer intends to utilize in performing work under any contract or work order resulting from this RFQ. Offeror must indicate whether or not proposer holds any financial interest in any subconsultant. As a condition of award, an authorized officer or agent of each proposed subconsultant shall sign a statement to the effect that the subconsultant has read, and will agree to comply with, offeror's obligations under any contract awarded pursuant to this RFQ, should additional funds be incorporated into this project above the original funding level from other grant funding agencies.

Section 6 **Litigation History**

Offeror must include in its RFQ response a complete disclosure of any alleged or significant contractual failures. In addition, offeror must disclose any civil or criminal litigation or investigation pending over the last three (3) years that involves offeror; any civil or criminal litigation or investigation in which offeror has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposer. The RFQ Response may be rejected based upon proposer's prior history with any Federal Agency, the State of Texas, the City of Galveston, the Galveston Island Park Board of Trustees and the City of Jamaica Beach, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Offeror shall inform the City of Galveston if it, or a potential subconsultant, is currently, or has ever been listed on the federal debarred list.

Section 7 **Sample Standard Terms and Conditions**
Offeror must include a current sample copy of their company's typical contract Terms and Conditions.

Section 8 Annual performance report for wading depth and depth of closure surveys over term of contract.

Section 9 **Conflicts**
Offeror must disclose any potential conflict of interest it may have in providing the services described in this RFQ, including all existing, or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

Section 10 Equipment and methodology utilized to gather collected data sets

Section 11 Proposed budget and lump sum total over term of contract.

Section 12 All documents requiring signatures, including Appendices A through G, and any issued addenda.

SCORING CRITERIA

RFQ responses shall be consistently evaluated and scored in accordance with the following criteria:

Item	Maximum Weight
Qualifications of Firm	30
Demonstrated ability to perform services as requested in the Scope of Services	30
Ability to Effectively Provide Coastal Engineering and Survey Services and Analysis in a Timely Manner	30
Familiarity with City of Galveston Coastal Issues	10

SELECTION PROCESS

The evaluation committee may select a short list of proposers to interview. Travel to the City of Galveston and arrangements will be the responsibility of the offeror.

A contract is awarded based on demonstrated competence and qualifications to perform the service. The City will select the most highly qualified provider using the above scoring criteria.

The City of Galveston will negotiate fees after an offeror has been selected by the evaluation committee.

RESPONSE COMPOSITION

To be considered responsive to this RFQ, offerors shall submit a Statement of Qualifications (SOQ). The Offeror shall submit a total of eight (8) packets identified as one (1) original SOQ marked "ORIGINAL" and seven (7) identical copies. Failure to meet this condition may result in disqualification of the SOQ, and the proposer shall receive no further consideration. For ease of evaluation, the SOQs shall be presented in a format that corresponds to and references sections outlined within this RFQ and shall be tabbed and presented in the same order. Responses to each section and subsection shall be labeled so as to indicate which item is being addressed. Exceptions to this requirement will be considered during the evaluation process.

RESPONSE LENGTH

Responses should not be overly long or exceed thirty (30) pages in length, not including appendices or attachments, and should be formatted as follows: 8-½" x 11" paper, 12-pitch font size, and single-sided. Responses that are not bound, or are bound in such a way that the copies are easy to recycle are preferred.

Items such as resumes DO NOT count against the page limit. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the SOQ, with specific references made to the section tab number, page, and/or paragraph where the supporting information can be found. SOQs are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ.

ж The City reserves the right to consider modifications to responses prior to the award of the contract, and to reject any and all responses as a result of the RFQ. The City is not liable for cost incurred by the offerors prior to contract award.

Proposed Project Schedule

Date	Milestone
May	RFQ issued
May	Deadline for questions and requests for clarification
June	Statement of Qualifications submission deadline; 10:00 am
June	Staff evaluation of Qualifications
June	Shortlisted offerors notified for interviews
June	Interviews/Selection
July	Selected Consultant Contract for COG Council Approval
July	Contract Signed and Notice to Proceed
July	Data Collection

Date: 5/29/2018

To: Prospective Proposers

Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 5/14/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers

Will Liquidated Damages will be applicable to this contract and if so, how will they be assessed? **Liquidated damages are not applicable to this contract.**

We read: "EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL;" however we are also asked to include our standard terms and conditions. Knowing that you will be reviewing our standard terms, must we take exception to yours at this time? **We would prefer to see the exceptions with your standard terms.**

With your contract terms in the RFQ and those we submit, what will be the order of precedence that will be applied to final contract documents? **The City of Galveston's best interest is precedent.**

We understand that the City is requesting qualifications and we see "The City of Galveston will negotiate fees after an offeror has been selected by the evaluation committee." However, Section 11 requires we provide "Proposed Budget and lump sum total over term of contract." As we understand it, Texas Government Code Title 10, Subtitle F, Section 2254.003 of the Professional Services Procurement Act states that a government entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services... Could the City clarify what information is being requested under Section 11 or should we delete it from the submittal outline and renumber after the deletion? **Delete Section 11 from the submittal outline and renumber after the deletion. The City is not asking for fees with offerors qualifications.**

Could you clarify some discrepancies in submittal requirements? We are referred to Appendix J, 7. Scope of Services where on page 33 we see "Required Offeror Information" Sections 1 through 12 along with the scoring criteria that coincide with the sections. However, in Appendix A, page 10, we see Required Submittal information, 1 through 5, requiring some of the same items found in Scope of Services and some items that don't seem applicable. On page 6 under D, Ambiguity, we read, "In the

event of a conflict between these standard RFQ requirements and details provided in Appendix J – Scope of Services or Appendix A – Request for Qualifications, the Appendices shall prevail." This is unclear to us. Could you confirm that to be compliant we do NOT need to also submit the five items from Appendix A, but just the first page of the Appendix? **When responding to Appendix A, make a reference to your response in Appendix J if the items are redundant. If respondent believes some items are not applicable, state that in your response for each of the items the respondent believes to not be applicable.**

Could the City provide clarification as to what information is required under Section 8 of the Required Offer Information, which reads "Annual performance report for wading depth and depth of closure surveys over term of contract"? **Provide a project schedule and delivery date, noting all projected completion dates for segments of the project, from start-up to completion, including data analysis and reporting, and all delivery dates for services covered by the RFQ. The project schedule should show the number of days required to perform the requested services after receipt of the City's Purchase Order.**

The response for Appendix A(I.)(1.)(D) "Project Schedule/Delivery Date" can refer to the response provided for Section 8.

In the following statement, are we to understand that you want us to return the entire 38 pages of your RFQ? ***Submittal Packet – Required Contents:*** *All items in this RFQ are considered part of the proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive.* **Yes**

Page 14, Appendix A, Part II contains contract terms and conditions for liquidated damages, change orders, liens, bonds, and other requirements that appear to be applicable to construction contracts, not professional services contracts. Please clarify the purpose and applicability of these terms and conditions for a professional surveying services contract. **These are our standard terms and conditions in our RFQs. The contract between the City and the selected vendor will reflect the agreed upon terms and conditions and any clauses required by the City.**

Appendix J, Section 7 states that surveys will be required to include the line of vegetation. Along public beaches in Texas, formal delineation of the line of vegetation requires a Coastal Boundary Survey, which is required to be performed by a Licensed State Land Surveyor (LSLS). Please clarify if the intent of the scope of services includes formal delineation of the line of vegetation. **The results of this survey are not be considered a formal delineation of the line of vegetation. The data collected on an annual basis is used for planning and monitoring purposes.**

Are signed forms required from our major subconsultants as well? **The forms signed by the offeror represent any firm, or consultant, employed by the offeror.**

Are the cover letter and section dividers counted in the page total? **No**

To clarify Item F on Page 5: the proposal should be organized according to the outline (12 sections) identified in Appendix J - Required Offeror Information on page 33-35? **Yes, please organize the proposal in accordance with the outline (12 sections) identified and described in Appendix J.**

I have a question about organizing the proposal. Appendix J - Required Offeror Information outlines 12 sections/tabs. What section does Appendix A the Request for Qualifications Document go in? **In Appendix A, page 9, it states that a response to Appendix A, Appendix B-F, and Appendix J must be included in the proposal submittal.**

When responding to Appendix A, if items are found to be redundant with Appendix J, please make a reference to your response in Appendix J that the response to the redundant item can be found in Appendix A. If the respondent believes some items are not applicable, please state that in your response for each of the items the respondent believes to not be applicable.

On Page 9, the highlighted Submittal Checklist states that Appendix A (pages 9-18) and Appendix J (29-37) must be included. Are you asking us to provide complete hardcopies of all the pages in Appendix A (including contract terms) and Appendix J? Or are you asking us to provide answers to specific items identified in Appendix A and J? If you want hardcopies of all the pages, what section do these go in? **Pages identified should be included in the proposal.**

In Appendix J, page 32, it asks us to demonstrate our minimum qualifications. What section/tab does this go in? **Section 4 – Demonstrated Project Experience**

Referencing the below paragraph - How do we obtain copies of the previous beach surveys?

"The offeror should obtain previous beach surveys from the administrative record of the City of Galveston, the Galveston Island Park Board of Trustees and the City of Jamaica Beach, which would be utilized for comparison to the new surveys. This should consist of shoreline comparisons and shoreline change calculations for all sites and beach/sand volume change calculations for the engineered beach areas that have been previously nourished. Offerors should include the type of equipment and vessels that will be utilized to perform this work, a timeline for proposed work and any supplemental information that the offeror determines would be beneficial to the submittal." **A PDF of the previous years' wading depth & depth of closure surveys, and of a comparison of beach profiles can be found for download on the City's website: http://galvestontx.gov/560/Coastal-Resources. The responding firm selected to perform these services for 2018-2021 may be provided with copies of the datasets for use in future analysis and reports.**

I have a query related to the RFQ 18-02 Beach Survey: Is there a requirement for a registered coastal engineer for this solicitation? **Throughout the duration of the project, the respondent will be expected to prepare data/analysis/reports that meet the requirements of the most current Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide (PAPPG), and requirements of any other partner agency such as the Texas General Land Office. While there is not a specific requirement that a registered coastal engineer be part of the responding team or a subconsultant at this time, this may be subject to change depending on the requirements of future revisions of the PAPPG. Respondents should also recognize that one**

of the scoring criteria is the ability of the respondent to effectively provide coastal engineering and surveying services. All respondents are encouraged to elaborate in "Section 2 Offeror Justification" and possibly in other Sections, am as to how they will be able to effectively provide coastal engineering services.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	June 4 2018 **Date**
Jeffrey L. Andrews **Printed Name**	Aptim Environmental & Infrastructure, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Appendix 2
Certificate of Authority To Do Business in Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

July 26, 2017

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: Aptim Environmental & Infrastructure, Inc.
File Number: 800086770

It has been our pleasure to file the Application for Amended Registration for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDED REGISTRATION
OF

Aptim Environmental & Infrastructure, Inc.
800086770

[formerly: CB&I Environmental & Infrastructure, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

Aptim Environmental & Infrastructure, Inc.

Dated: 07/25/2017
Effective: 07/25/2017

Rolando B. Pablos
Secretary of State

Form 406 (Revised 05/11) Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: See instructions**	**Amendment to Registration**	This space reserved for office use. FILED In the Office of the Secretary of State of Texas JUL 25 2017 Corporations Section

Entity Information

1. The legal name of the filing entity is:

CB&I Environmental & Infrastructure, Inc.

State the name of the entity as currently shown in the records of the secretary of state.

2. If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

3. The registration was issued to the entity on: 05/22/2002
mm/dd/yyyy

The file number issued to the filing entity by the secretary of state is: 0800086770

Amendments to Application

4. The registration is amended to change the legal name of the entity as amended in the entity's jurisdiction of formation. The new name is:

Aptim Environmental & Infrastructure, Inc.

5. The new name of the entity is not available for use in Texas or fails to include an appropriate organizational designation. Or, the entity wishes to amend the qualifying assumed name stated on its application for registration or amended registration. The assumed name the entity elects to adopt for purposes of maintaining its registration is:

6. The registration is amended to change the business or activity stated in its application for registration or amended registration. The business or activity that the entity proposes to pursue in this state is:

The entity certifies that it is authorized to pursue the same business or activity under the laws of the entity's jurisdiction of formation.

TX043 - 06/20/2011 C T Filing Manager Online

Other Changes to the Application for Registration

7. The foreign filing entity desires to amend its application for registration to make changes other than or in addition to those stated above. Statements contained in the original application or any amended application are identified by number or description and changed to read as follows:

Mailing address: 4171 Essen Lane, ATTN: MELISSA HARRELL, Baton Rouge, LA 70809

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 07/24/2017

Signature of authorized person (see instructions)

Edward J. Everitt, Corporate Secretary

Printed or typed name of authorized person.

Appendix 3
Resumes

Jeffrey L. Andrews, PSM, CH

Senior Technical Advisor

Education

MS, Coastal Studies, Nova Southeastern University, 1995

BS, Marine Science, University of North Carolina, 1978

AS, Marine Technology, Cape Fear Technical Institute, 1976

Highlights

Over 37 years of experience with topographic and hydrographic surveying

Registrations/Certifications

Professional Surveyor & Mapper, Florida, License No. LS5805

ACSM Certified Inshore Hydrographic, License No. 104

Professional Qualifications

Jeffrey Andrews is a registered Florida Professional Surveyor and Mapper and a Certified Inshore Hydrographer with over 37 years of extensive experience in hydrographic surveying and is well versed in undertaking surveys in offshore and navigable channel environments using the latest state-of-the-art equipment. Mr. Andrews has directed bathymetric and upland surveys in Florida, Texas, Georgia, North Carolina, Virginia, New Jersey, New York, Massachusetts, Alabama and Louisiana.

Sample Projects

Senior Technical Advisor, System Wide Assessment and Monitoring Program Hydrographic and Geophysical Survey, CPRA, Coastal Louisiana, 2016: Mr. Andrews was the Senior Technical Advisor for the SWAMP geophysical and hydrographic survey project conducted for CPRA. The project included collection of over 1500 miles of survey lines with single beam bathymetry, magnetometer, chirp seismic sonar, and side scan sonar. The project also included establishment and verification of geodetic and tidal control. The survey was conducted over a 6 month period onboard APTIM's survey vessel and spanned from Barataria Bay to Lac Des Allemands in southern Louisiana.

Senior Technical Advisor, Anna Maria Island, 2014 Annual Topographic and Hydrographic Physical Monitoring Surveys Manatee County, Florida, 2014: Mr. Andrews was the Senior Advisor for the 2014 Anna Maria Island Annual Monitoring Topographic and Hydrographic Survey project. This project was done in compliance with Joint Coastal Permit (JCP) Number 0281452-001-JC and the post construction survey of Coquina Beach Nourishment Project in compliance with Florida Department of Environmental Protection (FDEP) Permit Modification Number 0281452-005-JN.

Senior Technical Advisor, Chenier Ronquille Pre-Construction Topographic and Bathymetric Surveys, Louisiana, 2014 - Present: Mr. Andrews was the Senior Technical Advisor for the Chenier Ronquille restoration project. A total of 14 transects were surveyed at roughly 1000-ft intervals. Each profile line extended approximately 2,500-ft north of the baseline and 2,500-ft south of the baseline. All data was collected using RTK GPS and included onshore and offshore profile surveys. Static GPS observations were also collected to verify and update geodetic.

Senior Technical Advisor, Topographic & Bathymetric Surveys, Shell Island Restoration Project, Plaquemines Parish, Louisiana, 2013 – Present: Mr. Andrews was the Senior Technical Advisor for the Shell Island West restoration project. A total of 17 transects were surveyed at

roughly 1000-ft intervals. Each profile line extended up to 2,000-ft north and south of the reference point. All data was collected using RTK GPS and included onshore and offshore profile surveys. Static GPS observations were also collected to verify and update geodetic survey control.

Selected publications include:

Finkl, C.W.; **Andrews, J.L.**; Campbell, T.J.; Benedet, L., and Waters, J.P., 2004. Applying geologic concepts coupled with historical data sets in a MIS framework to prospect for beach-compatible sands on the inner continental shelf: The **eastern Texas Gulf** coast. Journal of Coastal Research, 20(2), 533-549.

Finkl, C.W.; Benedet L.; **Andrews, J.**, Waters, J., 2003. Exploration for restoration-quality sand in buried paleo-fluvial channels on the continental shelf of the northern Gulf of Mexico: survey methods and the gulf sand search model (gssm). Presentation to the 1st Texas Coastal Erosion Technical Conference, **Galveston, Texas**

Kenneth Willson

Program Manager

Professional Qualifications

Ken Willson has assisted coastal clients throughout the east and gulf coast region of the US for over 14 years. Since joining the team in 2003, Mr. Willson's primary responsibilities have included comprehensive project and program management, Office management, business development, and field party chief for beach profile, Geotechnical, and geophysical surveys. As a program manager, Mr. Willson has played a vital role in the design, permitting, construction, and monitoring of numerous shoreline protection projects. Mr. Willson has also coordinated extensively with local, State, and Federal government officials on behalf of local sponsors to develop strategies to secure funding for storm damage reduction and navigation projects. He has overseen the development of numerous beach maintenance and monitoring plans and has assisted clients following coastal storms to perform damage assessments and establish eligibility for public assistance through FEMA. His diverse background in coastal processes, coastal engineering, beach profile surveys, coastal geology, environmental permitting, and construction management enables him to manage multi-disciplined teams and always focusing on the big picture.

Through his affiliation with the American Shore and Beach Preservation Association (ASBPA), for which he serves as a Director, Mr. Willson is an active member of the Government Affairs and Science and Technology Committees. Recently, Mr. Willson co-authored a white paper for ASBPA entitled *Beach Nourishment Profile Equilibration: What to Expect After Sand is Placed on a Beach.* Mr. Willson has coordinated extensively with the North Carolina, Coastal Resources Commission regarding technical standards for beach fill projects (15A NCAC 07H.0312), including publications and presentations describing real world application of the standards.

Education

Coastal Engineering Certification, Old Dominion University, 2012

Master of Science, Geology, University of North Carolina at Wilmington, North Carolina, 2009

Bachelor of Science, Earth Science, University of North Carolina at Wilmington, North Carolina, 2000

Highlights

Diverse background in coastal processes, coastal engineering, coastal permitting, construction management and field surveys

Co-Authored of a recent White Paper for the ASBPA Science & Technology Committee on Beach Profile Equilibration.

Extensive experience developing Beach Maintenance Plans that ensure eligibility of coastal clients to secure Public Assistance (FEMA) funds.

Professional Affiliations

Board of Directors, American Shore and Beach Preservation Association

Executive Committee, Central East Coast Chapter, American Shore and Beach Preservation Association

Board of Directors, North Carolina Beach, Inlet, and Waterway Association

Sample Projects

Program Manager, Dare County Multi-Town Cooperative Beach Nourishment Project, Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills, North Carolina, 2011 – Present

Mr. Willson serves as program manager for one of APTIM's largest shoreline protection programs that includes a unique collaboration between multiple Towns and Dare County. As project manager between 2014 and 2017, Mr. Willson lead a multi-disciplined team to develop and implement a unique permitting, design, and construction plan to achieve cost savings for all parties through all

phases of the project. Permitting and design included the surveying of 94 beach profiles along these communities. Mr. Willson served as program manager during the development of project plans and specifications, bidding, contract negotiations, contractor selection, and construction of the project. This project was one of the largest non-federal beach nourishment projects built in the Nation. Mr. Willson also oversaw the development of the Town's beach maintenance plans and is managing the project as they transition from construction to long-term monitoring of their beaches. APTIM is under contract to perform the upcoming 2018 beach profile surveys scheduled for early June.

Project/Program Manager, City of Virginia Beach Annual monitoring program, Virginia Beach, Virginia, 2011 – 2014

In 2011, APTIM teamed with Waterways Surveys & Engineering of Virginia Beach, were selected to provide bi-annual (twice annually) beach profile surveys and volumetric and shoreline change analysis of the City's two federal Coastal Storm Damage Reduction projects. APTIM was responsible for utilizing survey data collected by Waterways to conduct the volume and shoreline change analysis and develop annual reports. APTIM and Waterway came to the project after another consultant worked over the previous three years. Mr. Willson oversaw the transition from the previous consultants work to a compatible work product that allowed for comparison of the new data with historic analysis. In 2014, Mr. Willson transferred to Program Manager and a staff engineer under him became the Project manager for this work. APTIM and Waterways were recently re-selected for another 5 year term to conduct this monitoring for the City of Virginia Beach.

Louisiana Emergency Berm Project in Response to BP Oil Spill, Louisiana Coast, Louisiana (2010)

Mr. Willson served as party chief and lead field geologist for multiple geophysical and hydrographic survey investigations associated with quantifying and qualifying sand resources and conducting cultural resource surveys in support of emergency sand source permitting. The project required coordination of multiple crews and survey vessels out of numerous ports throughout Louisiana and Mississippi. Crews were mapping sand resources in real time using geophysical and hydrographic survey data collection systems integrated into a working GIS.

Project Manager, North Topsail Beach Shoreline and Inlet management Program, Town of North Topsail Beach, North Carolina, 2007 – 2018

Mr. Willson managed the development of engineering, geotechnical, and environmental documents in support of obtaining State and Federal permits for a shoreline protection project along 11.1 miles of the Town of North Topsail Beach, NC. Following construction of the first of a 5-phase program in 2013, Mr. Willson managed the monitoring program conducted by APTIM; whereby our team conducted, annual inlet and beach profile surveys and analyzed project performance.

Field Geologist/Surveyor, Geotechnical Sand Search, Galveston/Jefferson County, Texas, 2004

Mr. Willson worked as a field geologist and hydrographic surveyor for APTIM (formerly Coastal Planning & Engineering) in 2004 during a multi-part sand search investigation. One phase included the collection of geophysical data including bathymetric, sub-bottom, and sidescan sonar data. The second phase included SCUBA diver operated jet probe surveys to ground truth the geophysical data.

Phillip "Chad" Maxwell, PLS

Project Surveyor

Professional Qualifications

Chad Maxwell is a Florida registered Professional Surveyor and Mapper. He has surveyed throughout the southeastern United States and is licensed in the states of Louisiana, Texas, and Florida. Mr. Maxwell has developed and implemented detailed project execution plans supporting safety and quality control for a wide range of projects. He has traveled extensively overseas in support of innovative Autonomous Underwater Vehicles programs for a variety of clients. Mr. Maxwell has ample field experience. He has led survey crews for topographic surveys, using both robotic total stations, RTK GNSS, and conventional survey gear. Mr. Maxwell has also led teams for the acquisition of Aerial and Terrestrial LiDAR. He is an FAA licensed unmanned aerial systems (UAS) operator and routinely uses the systems for mapping and photogrammetry. Mr. Maxell has also conducted several construction layout surveys, boundary surveys, and other topographic surveys in south and central Florida.

Education

MBA, University of Louisiana, 2015

Bachelor of Science, Geomatics, University of Florida, 2009

Highlights

9 years of experience with topographic and hydrographic surveying

Certifications/Registrations

Professional Surveyor and Mapper, Florida, License No. LS7070

Professional Surveyor, Texas, License No. 6547

Analytical Techniques/ Equipment Proficiency

Real-Time Kinematic (RTK) GPS Systems

GNSS

Sample Projects

Surveyor, System Wide Assessment and Monitoring Program Geophysical Survey, CPRA, Lake Borgne, Louisiana, 2012
Geophysical and Hydrographic Survey project conducted for the CPRA. The project included collection of over 600 miles of survey lines with single beam bathymetry, magnetometer, chirp seismic sonar, and side scan sonar. Mr. Maxwell was survey lead for the establishment of and verification of high order geodetic and tidal control utilizing long occupation GNSS observations.

Surveyor, Golden Triangle Marsh Creation Project Topographic Survey, CPRA, Lake Borgne, Louisiana, 2017 – Present
Mr. Maxwell led the field operation for a topographic survey in support of the Golden Triangle Marsh Creation Project. This project included collection of survey data across approximately 600 acres of marsh, canals, and levees, stakeout of geophysical borings, and establishment of construction benchmarks. Data was collected using RTK GNSS from airboats, survey vessels, and on foot in highly challenging conditions. Survey control was established using static GNSS sessions and verified using RTK GNSS methods.

Surveyor, Oyster Bayou Marsh Creation Project, Topographic Survey, CPRA, Oyster Bayou, Louisiana, 2015
Mr. Maxwell led the survey crew for a topographic and control verification survey in support of the Oyster Bayou Marsh Creation Project. Prior to topographic data collection, control utilized for construction, including temporary benchmarks and local NGS monuments were verified using GNSS station observations and RTK methods. Following the control verification, topographic cross-sections were collected along the construction levee and access road.

Michael Lowiec, PSM

Data Acquisition Manager/Project Manager

Professional Qualifications

Michael Lowiec is a registered Florida Professional Surveyor and Mapper in technical charge of field and office operations for our Geomatics Department. He is responsible for the design of field phases of all surveys and reviewing all topographic and hydrographic survey data including multi-beam and single beam sounder surveys, beach profiles, inlet and shoal surveys, borrow area surveys, port and harbor surveys, and coastal structure surveys. Mr. Lowiec also prepares permit required physical monitoring survey reports, private and public sovereign submerged land leases and easements, certified survey maps and drawings. Mr. Lowiec also oversees land based survey tasks including boundary surveys, right of way verification, mean high water surveys and is involved with the platting of erosion control lines. Mr. Lowiec has extensive knowledge of conventional and GPS-based survey methods and is also trained and approved to use the National Geodetic Survey OPUS- Projects for establishment of GPS networks and control monuments.

Education

Bachelor of Science, Marine Science, Coastal Carolina University, 2002

Highlights

Over 13 years of experience with topographic and hydrographic surveying

Analytical Techniques/ Equipment Proficiency

OPUS Approved and Trained

Real-Time Kinematic (RTK) GPS systems

Reson Seabat 7125 multi-beam sonar system

Odom Hydrotrac single beam sonar

Applanix POS M/V INS

Edgetech 6205 interferometer

Faro X330 Laser Scanner

Leica Total Stations

Automatic Levels

Registrations/Certifications

Professional Surveyor and Mapper, Florida, License No. LS6846

Sample Projects

Project Manager, System Wide Assessment and Monitoring Program Hydrographic and Geophysical Survey, CPRA, Coastal Louisiana, 2016

Managed the SWAMP geophysical and hydrographic survey project conducted for CPRA. The project included collection of over 1500 miles of survey lines with single beam bathymetry, magnetometer, chirp seismic sonar, and side scan sonar. The project also included establishment and verification of geodetic and tidal control. The survey was conducted over a 6 month period onboard APTIM's survey vessel and spanned from Barataria Bay to Lac Des Allemands in southern Louisiana.

Lead Surveyor, Anna Maria Island, 2014 Annual Topographic and Hydrographic Physical Monitoring Surveys Manatee County, Florida, 2014

Mr. Lowiec was the surveyor of record and in technical charge of the 2014 Anna Maria Island Annual Monitoring Topographic and Hydrographic Survey project. This project was done in compliance with Joint Coastal Permit (JCP) Number 0281452-001-JC and the post construction survey of Coquina Beach Nourishment Project in compliance with Florida Department of Environmental Protection (FDEP) Permit Modification Number 0281452-005-JN.

Lead Surveyor, Dare County Pre-Construction Survey Services,-Dare County, NC 2017

Mr. Lowiec was the lead surveyor for the topographic and hydrographic services in support of beach nourishment projects. Surveyors from APTIM collected seventy-two beach profiles along beaches

in the Town of Duck, Kitty Hawk, and Kill Devil Hills. Mr. Lowiec oversaw all data acquisition and post-processing. Data was compiled and used by the engineer of record for design purposes and future physical monitoring requirements.

Town of North Topsail Beach Post-Matthew Storm Response Topographic & Hydrographic Survey, North Topsail Beach, NC 2016
Aptim Coastal Planning & Engineering of North Carolina, Inc. (CPE-NC) was contracted by the Town of North Topsail Beach to provide a Post-Hurricane Matthew topographic and hydrographic survey for Phase 5 of North Topsail Beach, NC. The Post-Hurricane Matthew survey consists of profile stations 530+00 through 840+00 on North Topsail Beach. CPE-NC surveyors conducted the beach and hydrographic survey December 4, 2016 through December 5, 2016. Data was compiled and presented as a comprehensive survey report.

Lead Surveyor, Chenier Ronquille Pre-Construction Topographic and Bathymetric Surveys, Louisiana, 2014 – Present
In technical charge of data collection and processing for the pre-construction survey for the Chenier Ronquille restoration project. A total of 14 transects were surveyed at roughly 1000-ft intervals. Each profile line extended approximately 2,500-ft north of the baseline and 2,500-ft south of the baseline. All data was collected using RTK GPS and included onshore and offshore profile surveys. Static GPS observations were also collected to verify and update geodetic.

Lead Surveyor, Topographic & Bathymetric Surveys, Shell Island Restoration Project, Plaquemines Parish, Louisiana, 2013 – Present
In technical charge of data collection and processing for the pre-bid survey for the Shell Island West restoration project. A total of 17 transects were surveyed at roughly 1000-ft intervals. Each profile line extended up to 2,000-ft north and south of the reference point. All data was collected using RTK GPS and included onshore and offshore profile surveys. Static GPS observations were also collected to verify and update geodetic survey control.

Lead Surveyor/Project Manager, Golden Pass LNG Plant Topographic, Bathymetric and Lidar Survey Port Arthur, TX
Served as the APTIM project surveyor and geodetic advisor for the Topographic LiDAR and Hydrographic Survey Project for the Golden Pass LNG plant expansion project. Mr. Lowiec was responsible for overseeing sub-consultants on the project and intercompany interactions. Data collection included a full topographic site survey of the existing LNG plant and adjacent vacant expansion areas; bathymetric survey of the river and shoreline. The shoreline included rock revetments, high cliffs, and sandy beaches which presented unique challenges for land and vessel based survey systems.

Project Manager/Surveyor of Record, Sanibel Island Topographic and Hydrographic Survey Sanibel Island, 2017
Mr. Lowiec oversaw the emergency response survey to assess impacts to the beaches of Sanibel Island from Hurricane Irma. APTIM collected 127 topographic and hydrographic beach profiles during this project.

Lead Surveyor, Captiva Island Post-Hurricane Irma Survey and Assessment, Captiva Island, Florida, 2017
APTIM was contracted by Captiva Island Erosion Prevention District for an Emergency post-storm physical monitoring survey to assess the impacts from Hurricane Irma. Mr. Walker was crew chief for this work in charge of topographic and hydrographic data collection.

Whitney Thompson, PE

Coastal Engineering Lead

Education

Bachelor of Science, Civil Engineering, Louisiana State University, 2005

Highlights

Over 13 years of coastal engineering experience

Registrations/Certifications

Professional Engineer, Civil, Texas, License No. 128541

Professional Engineer, Civil, Louisiana, License No. PE34825

Professional Qualifications

Whitney Thompson has 13 years of coastal engineering experience. She designs and/or manages coastal restoration projects including marsh creation/dredging, shoreline protection, and barrier headland restoration. She focuses on applied engineering principles such as hydraulics, hydrology, coastal processes, and geotechnical engineering, while performing project planning, design, and construction administration duties. Ms. Thompson performs engineering calculations, prepares plans and specifications for construction, and produces estimated construction costs for coastal restoration projects.

Sample Projects

Project Engineer/Manager, Shell Island Restoration Project (BA-110/111), CPRA, Plaquemines Parish, Louisiana, August 2011 – July 2017

Project Manager responsible for engineering, design, and construction administration of Shell Island East and Shell Island West. Dredged sediment from the Mississippi River was placed on Shell Island to create beach and dune habitat. This required coordination with local pilots associations to ensure a successful construction course while maintaining safe and effective local navigation operations. Prepared plans, construction specifications, and cost estimates as well as a permit application package and coordinated with regulatory agencies (USACE, MNSA, LDNR, LDEQ, DOTD, and LDWF) to ensure successful project implementation. Managed the construction contracts for the State of Louisiana, which totaled approximately $120,000,000.

Project Engineer/Manager, Chenier Ronquille Barrier Island Restoration Project (BA-110/111), CPRA/National Oceanic and Atmospheric Administration, Plaquemines Parish, Louisiana, April 2010 – April 2018

Project Engineer/Manager responsible for engineering, design, and construction oversight of the Chenier Ronquille restoration project. Placed dredged sediment from the Gulf of Mexico on Chenier Ronquille to create beach, dune, and marsh habitat. Designed boring layouts and managed geotechnical investigation task orders. Completed a tidal datum analysis to determine the mean water elevations in the project footprint. Managed modeling study in which DELFT-3D was used to analyze project alternatives throughout the 20-year design life. Designed the proposed beach/dune and marsh creation area to achieve target habitat acreage by evaluating average existing elevations, the tidal datum, desired vegetation species, physical properties of the borrow material, and the estimated settlement of the underlying soils. Developed cost estimates for construction as well as plans and specifications. Conducted pre-bid conference and received low bids within the project budget. Managed construction contract for the NOAA. Completed project on time and on budget. The low bid for construction was $27.2M, which was within the project construction budget.

Project Manager, Oyster Bayou Marsh Restoration (CS-59), CPRA, Cameron Parish, Louisiana, February 2014 – Present

Providing engineering, design, and project management services to CPRA in partnership with the National Marine Fisheries Services for Oyster Bayou marsh creation and earthen terracing project. Managing the dredging and placement of Gulf of Mexico sediment in the interior marsh and open water of Cameron Parish to create sustainable marsh habitat.

Prepared plans, construction specifications, and cost estimates as well as permit application packages, and coordinated with regulatory agencies (i.e., USACE, LDEQ, LDHH, LDNR, DOTD) to ensure successful project implementation. The project also installed a permanent casing pipe across LA 27/82 to facilitate the placement of a dredge pipeline. DOTD approved an open-cut installation process and a main waterline was relocated. The casing pipe will be available for future restoration projects. APTIM performed an HTRW study in the early phases of design.

Project Engineer/Manager, Raccoon Island Breakwater Rehabilitation (TE-48), CPRA, Terrebonne Parish, Louisiana, 2016 – Present

Managed the design of the rehabilitation of the Raccoon Island breakwaters for CPRA. Conducted engineering design calculations, developed permit drawings, and oversaw construction for the maintenance project.

Stephen Keehn, PE

Subject Matter Expert (FEMA Public Assistance)

Education

Master of Science, Coastal & Hydraulic Engineering, University of California, 1982

Bachelor of Science, Engineering, U.S. Military Academy, West Point, 1972

Highlights

Over 30 years of extensive experience in coastal engineering

Experience in planning, engineering, and construction assignments on beach and navigation projects

Professional Affiliations

Member, American Shore and Beach Preservation Association

Member, Florida Shore and Beach Preservation Association

Member, American Society of Civil Engineers (ASCE)

Registrations/Certifications

Professional Engineer, Civil, Florida, License No. 34857

Professional Engineer, Civil, California, License No. C-48357

Certified in Hazardous Material Management, U.C. Santa Cruz, 1991

Professional Qualifications

Stephen Keehn, PE, is a Program Advisor and Senior Coastal Engineer and received a Masters in Coastal Engineering from U.C. Berkeley in 1982. He then served with the U.S. Army Corps of Engineers, Jacksonville District in planning, engineering, and construction assignments on beach and navigation projects for Duval, Sarasota, Dade, Monroe and Palm Beach Counties shore protection projects. He continued this type of work with APTIM, where his major programs include those for Collier County, Captiva Island, Panama City Beaches in Florida and Fire Island, New York.

He has served as a Project Manager and Senior Coastal Engineer with APTIM since 1992, on numerous beach and inlet projects including four ASBPA Top Restored Beaches. He has worked on over a dozen inlet management plans in Florida, in addition to planning, designing and permitting of numerous inlet structures and dredging projects. He planned and coordinated a beneficial use of dredged sand project for Panama City Beach using sand from the Panama City Harbor dredging project. He won the Per Brunn Distinguished Service Award by the Florida Shore and Beach Preservation Association in 1999. He was honored by the Bay County Tourist Development Council of Panama City Beach, for his instrumental role in their beach nourishment program.

Mr. Keehn has extensive experience with Federal projects and post-storm funding, including FEMA. Mr. Keehn has conducted post-storm assessments and assisted public clients with FEMA funding processes for Panama City Beach, Captiva and Sanibel Islands and Collier County in Florida and Fire Island in New York. During this last year, Mr. Keehn assisted Collier County in qualifying for FEMA funding using the latest 2017 and 2018 guidelines.

Sample Projects

Senior Project Manager, Beach Renourishment Project, Collier County, Florida
Mr. Keehn was Senior Project Manager for Collier County's coastal program including the beaches between Vanderbilt Beach and Naples. He managed renourishment project completed in 2006. Work included preparation of a comprehensive engineering report to identify alternatives, natural resources and scope for the project. Tasks included field inspections, survey data analysis, volumetric and shoreline change calculations, sand search, as well as preparation and presentation of annual monitoring reports. Analysis also included inspection and evaluation of the existing outfall and groin structures along the project area as well as trends related to the sediment budget and inlet

effects. The design incorporated techniques to avoid nearshore habitat impacts. Designed and developed plans and specifications for the construction of a 1.09-acre artificial reef in Naples, Florida. Integrated FEMA storm losses into project design.

Duties also included project management for physical and biological monitoring surveys within the County. Senior Project Manager 2010, 2011, and 2012 emergency truck haul projects. Senior Project Manager for the design and permitting for the 2013 – 2014 Major Truck Haul Beach Renourishment Project, including integrating Doctors Pass dredging as a sand source. Responsibilities included weekly meetings between contractor and County, construction management and oversight, payment verifications. Additional efforts included project bidding and development of specifications. Work leading up to the task includes management of conceptual design and modeling study and planning and coordination for the 2013 – 2014 project.

Project Manager, Combined Doctors and Wiggins Pass 2009 Maintenance Dredging, Collier County, Florida
As project manager, Mr. Keehn was responsible for the project management, design, and construction management of the Doctors and Wiggins Pass project. Tasks included contractor selection, construction observations, verification of fill volume placement, and compliance with project permit conditions. This was the first time these projects were combined for economic efficiency. Mr. Keehn is repeating this process for the 2017-18 combined project.

Project Manager, Wiggins Pass, Florida Inlet Management Plan and Navigation Improvement Project, Collier County, Florida
Mr. Keehn was project manager for improvements to a sand bypassing plan and navigation channel design to increase the maintenance dredging interval and reduce adjacent shoreline impacts within the County and Parks planning objectives. Managed modeling, design, permitting, field investigations (biological and geotechnical), construction, and permit activities leading to construction in 2013.

Project Manager, Captiva and Sanibel Islands Renourishment Project, Lee County, Florida
Mr. Keehn was project manager for the 2005 – 2006 Captiva and Sanibel Islands Renourishment Project. He designed the project, managed onsite engineer, and assisted the U.S. Army Corps of Engineers in implementing the 2008 emergency project. He managed design and construction of the terminal groin rehabilitation at Redfish Pass. Additionally, Mr. Keehn researched and reviewed monitoring performance of the Captiva and Sanibel Islands beaches in support of the Joint Coastal Permit from the Florida Department of Environmental Protection. He performed similar tasks for the 2013 project that repair damages from Tropical Storm Debby, including construction management oversight.

Project Manager and Engineer, Panama City Beaches Nourishment and Renourishment Projects, Bay County, Florida
Project Manager and Engineer for the 1998 – 1999, 2003, and 2005 – 2006 beach nourishment projects. In this capacity, Mr. Keehn provided project management, storm loss analysis, sand search and borrow area development, engineering design, managed numerical modeling simulations, permitting assistance, for the 17.5-mile beach restoration project. He was responsible for assisting with FEMA and U.S. Army Corps of Engineers funding approval for the 2005 – 2006 and 2011 beach renourishment projects. He provided expertise in negotiations with State and U.S. Army Corps of Engineers representatives evaluated sand quality for placement within project area and provided quality assurance oversight to client sand quality standard during USACE construction of project. Engineering, design and permitting for the 15-year FDEP permit, approved in 2013.

Beau Suthard, PG

Subject Matter Expert (Sediment Compatibility)

Professional Qualifications

Mr. Suthard serves as a Marine Geophysicist, Project Manager, and Program Manager and is responsible for the coordination, planning, execution, and processing of APTIM's sand search and borrow area geophysical and geotechnical investigations. Mr. Suthard has managed large-scale sand search and/or borrow area design projects for the Texas General Land Office, the Bureau of Ocean Energy Management (BOEM), and the Florida Department of Environmental Protection (FDEP), and has extensive experience managing the location, design, and permitting of borrow areas throughout the Gulf of Mexico.

Mr. Suthard has conducted many full geologic mapping studies required for engineering projects (including both field operations and office-based data processing, analysis, and interpretation) in the Gulf of Mexico, the northern Atlantic Ocean, the southern Atlantic Ocean, and the Indian Ocean. These investigations include full geologic stratigraphic evaluations, sediment search investigations and cultural resource investigations including sidescan sonar, seismic-reflection, fathometer, and magnetometer surveys, followed by vibracore collection and analysis, in support of large-scale mapping and hydrographic projects.

Sample Projects

Marine Geologist, Texas GLO, Design-Level Sand Search for Additional McFaddin Beach Sand Resources, 2017 – Ongoing

Mr. Suthard reviews the previous geophysical and geotechnical data, including utilizing newer processing and interpretation techniques, to identify additional sand resources adjacent to the previous McFaddin Beach borrow area. In addition, In addition, Mr. Suthard is overseeing the collection of additional vibracores in areas adjacent to the previous borrow area in an effort to expand the borrow area for additional, larger volumes for a follow-on beach nourishment project. Once vibracores are collected, Mr. Suthard will correlate the results to the historic geophysical data, and create isopach (sediment thickness) maps for additional volumes of beach-compatible material.

Education

Master of Science, Geological Oceanography, University of South Florida, St. Petersburg, Florida, 2005

Bachelor of Science, Marine Science/Geology Track, Eckerd College, St. Petersburg, Florida, 1997

Highlights

Over 21 years' experience as a marine geophysicist and project manager

Over the last 18 years, participated in the identification of hundre3ds of millions of cubic yards of offshore sand resources for use in shore protection projects

Conducted geologic mapping and sand source delineation projects in North America, South America and Africa

Professional Affiliations

Member, American Shore and Beach Preservation Association

Member, Florida Shore and Beach Preservation Association

Member, Society for Exploration Geophysics

Member, Geological Society of America

Registrations/Certifications

Professional Geoscientist (Geology) Texas, License No. 12902

Professional Geologist/Geoscientist

- Florida, PG2615
- Virginia, 2801001948
- Delaware, S4-0001296
- Louisiana, 746

Project Manager/Technical Manager, BOEM "Geophysical and Geological Data Acquisition: Inventory of Potential Beach Nourishment and Coastal Restoration Sand Sources on the Atlantic Outer Continental Shelf (OCS), 2015 – 2017
Mr. Suthard served as both the Project Manager and Technical Manager for this Atlantic Sand Assessment Project to acquire geophysical and geological data over 3 years along the east coast of the United States from Florida to Maine to support identification, characterization, and delineation of OCS aggregate mineral resources for use by coastal communities in future coastal restoration efforts. This project consisted of the collection of 7,089 kilometers of new geophysical data, 340 new vibracores, and 100 surface grab samples over the course of 2 years.

Project Manager/Lead Geologist, FDEP East Coast Reconnaissance Offshore Sand Search Geophysical Survey. Florida, 2018
As Project Manager and Lead Geologist, Mr. Suthard processed and interpreted the BOEM ASAP data collected on behalf of Florida, using the data results to design preliminary borrow areas for FDEP. Out of the eight study areas offshore six Florida counties, APTIM was able to delineate 16 preliminary borrow areas consisting of potential beach-compatible sand resources with a total net volume of 54,477,396 cubic yards. One preliminary borrow area was delineated offshore St. Johns County with a total volume of 20,836,060 cubic yards.

Marine Geologist, LJA Engineering, Inc. (for Texas General Land Office), Design Phase Geotechnical and Geophysical Investigations to Identify Sand Sources for Beach Nourishment for Jefferson County, Texas, 2014 – 2015
Mr. Suthard participated in the Design Phase Geotechnical and Geophysical Investigations to identify sand sources for beach nourishment of the McFaddin National Wildlife Refuge shoreline along the Northeast Texas coast. Mr. Suthard collected, processed, and interpreted high-resolution chirp sub-bottom, sidescan sonar, magnetometer, and vibracore data to assist with sand resource delineation and borrow area development. As a result, a borrow area, designated as the 2015 McFaddin Borrow Area, was developed that contained beach compatible material with some overburden. The total volume of the predominantly fine-grained quartz sand with little fines within the borrow area was approximately 4,130,000 cubic yards.

Marine Geophysicist, FDEP East Coast Reconnaissance Offshore Sand Search Geophysical Survey Florida, 2012-2013
Mr. Suthard was involved with client coordination and led the geophysical survey for marine geophysical data collection, interpretation & compilation for an offshore mineral resources database across 9 east-coast Florida counties from the Georgia/Florida border south to the Martin/Palm Beach County line. During geophysical survey operations, he was the survey party chief & lead sub-bottom operator & processed all of the sub-bottom seismic data to highlight potential sediment characteristics, geohazards & environmental hazards, thickness & volume of beach-compatible sand.

Marine Geologist, Galveston and Jefferson Counties, Phase II Reconnaissance Geotechnical Sand Resource Investigation, 2005 – 2007
Mr. Suthard served as a marine geologist collecting, processing, and interpreting high-resolution chirp sub-bottom, magnetometer, and vibracores as in-kind services for the USACE, Galveston District. Survey activities were conducted in 10 previously identified target areas offshore Galveston & Jefferson Counties. As a result of this investigation, 6 sand source areas containing approximately 17 million cubic yards (mcy) of beach-compatible sand were identified: more than 9 mcy in 5 sand source areas offshore of Galveston County and more than 7 mcy in one sand source area offshore of Jefferson County.

Christopher J. Walker
Field Chief

Professional Qualifications

Mr. Walker joined APTIM in 2013 and has a Masters and Bachelor's degree in Geology with a background in Geophysics and fluvial/coastal geomorphology. Mr. Walker has topographic surveying experience utilizing RTK GPS, and hydrographic surveying experience with a broad variety of sonar systems. Mr. Walker has experience leading land, small vessel, and large vessel surveys. His experience includes topographic and hydrographic data reduction and interpretation and is skilled at using ArcGIS 10.4 and AutoCAD Civil 3D to produce desired maps, charts, and DEM's for report submittal. He is also highly organized and is experienced with the management of large data sets.

Sample Projects

Survey Chief, Delray Beach Seawall Vulnerability Analysis, City of Delray Beach, Florida, 2018
Mr. Walker oversees topographic data collection of storm water intakes, outfalls, and seawall property parcels, and topographic map deliverables in the City's project to assess the ability of the existing seawalls to protect the City's infrastructure and its citizens' property from higher high tides. The Seawall Vulnerability Analysis recommendations will contribute to the City's Strategic Plan by determining the most effective path to protect the City's infrastructure from rising tidal impacts.

Survey Chief, Captiva Island Post-Hurricane Irma Survey and Assessment, Captiva Island, Florida, 2017
APTIM was contracted by Captiva Island Erosion Prevention District for an Emergency post-storm physical monitoring survey to assess the impacts from Hurricane Irma. Mr. Walker was crew chief for this work in charge of topographic and hydrographic data collection.

Survey Chief, Krome Detention Center Topographic Survey, Miami-Dade, Florida, 2016
APTIM was contracted by Miami-Dade County Internal Services Department to provide survey services for the Krome Detention Center Topographic Survey. The work included verification of the Krome Detention Center property corners as well as location of all improvements, overhead utilities, and location, inverts, and material for storm and sanitary sewers. All work was conducted underneath the direct supervision of a Florida Registered Surveyor and Mapper. Mr. Walker was Crew Chief responsible for survey data acquisition using RTK GPS and Total Station systems. He was also responsible for data reduction and map deliverables.

Education

Master of Science, Geology, University of South Carolina, 2011

Bachelor of Science, Geology, University of South Carolina, 2007

Highlights

8 years of experience with topographic and hydrographic surveying

Lead Hydrographer collecting offshore bathymetric and geophysical data utilizing a diverse array of sonar systems

Registrations/Certifications

Class A CDL Driver's License

PADI Nitrox/Advanced SCUBA Diver

Analytical Techniques/ Equipment Proficiency

Real-Time Kinematic (RTK) GPS systems

Reson Seabat 7125 multi-beam sonar system

Odom Hydrotrac single beam sonar

Edgetech 6205 interferometer

Applanix POS M/V INS

Faro X330 Laser Scanner

Leica Total Stations

Automatic Levels

Survey Chief, Sand Key Erosion Control Line Establishment, Pinellas County, Florida, 2017
APTIM was contracted by Pinellas County Coastal and Freshwater Resources Department to provide survey services to assist with the establishment of an Erosion Control Line on Sand Key. The work proposes to conduct a survey to locate the MHWL and prepare drawings required by FDEP State Lands to record the ECL. Mr. Walker was survey crew chief responsible for survey data acquisition using RTK GPS, and for making the ECL drawing.

Surveyor, Dare County Pre-Construction Survey Services,-Dare County, NC 2017
Mr. Walker was the surveyor for the topographic and hydrographic services in support of beach nourishment projects. Surveyors from APTIM collected seventy-two beach profiles along beaches in the Town of Duck, Kitty Hawk, and Kill Devil Hills. Data was compiled and used by the engineer of record for design purposes and future physical monitoring requirements.

Town of North Topsail Beach Post-Matthew Storm Response Topographic & Hydrographic Survey, North Topsail Beach, NC 2016
Aptim Coastal Planning & Engineering of North Carolina, Inc. (CPE-NC) was contracted by the Town of North Topsail Beach to provide a Post-Hurricane Matthew topographic and hydrographic survey for Phase 5 of North Topsail Beach, NC. The Post-Hurricane Matthew survey consists of profile stations 530+00 through 840+00 on North Topsail Beach. CPE-NC surveyors conducted the beach and hydrographic survey December 4, 2016 through December 5, 2016. Data was compiled and presented as a comprehensive survey report.

Benjamin Ritt

Drone Operation/Local Point of Contact

Education

Master of Science, Graduate Studies, Marine Resource Management, Texas A&M, Anticipated Graduation, 12/2018

Bachelor of Arts, Anthropology, University of Colorado, 2013

Highlights

6 years of coastal science experience

Extensive experience in aerial survey techniques using UAS for use in coastal sciences

Co-Author of NAS Part 2 field report, The Shipwreck at Yuba Creek for submission to the Nautical Archaeology Society in 2014

Registrations/Certifications

Post Graduate Certificate, Underwater Resource Management, 2015

FAA Remote Pilot in Command License (321 hours)

NAS Parts I and II

USACE Wetlands Management #655

AAUS Scientific Diver

Professional Qualifications

Mr. Ritt is a licensed FAA Remote Pilot with experience in side scan sonar surveying and piloting ROV's to investigate targets located by sonar. As a graduate student in the Marine Resource Management program in the Marine Sciences Department of Texas A&M Galveston, Mr. Ritt has completed extensive field work and practical lab work for both thesis research and training for his degree. This work has included UAS flights and survey work on beach nourishment projects on Galveston Island and a preliminary Wetlands delineation for submission to USACE (2017) as well as Compliance Inspections for USACE (2017) for competition of a training certification in Wetlands Management through the Galveston District of USACE. Mr. Ritt also has experience in state and federal level grant writing having been award funds from Sea Grant and the Texas Comprehensive Research Fund.

Sample Projects

Graduate Research – Texas A&M Galveston 2016 - 2018

In spring 2017, Galveston Island had just completed the $19.5 million Phase III Beach Nourishment: Seawall East Expansion and Nourishment Project to widen the existing Seawall beaches between 12th and 61st Streets. Following completion of the project, Mr. Ritt, as part of his graduate research, began a yearlong monitoring study of a portion of the 6.2 km section of Seawall beaches. The study sought to regularly image the newly nourished beach and use UAS (drone) based photogrammetric modeling to conduct volume measurements and create profiles. Specifically, the study aimed to investigate how coastal processes effect the morphology of newly nourished beaches on this microtidal barrier island. An additional feature of this project was developing a methodology for establishing highly accurate elevational measurements for volumetric calculations and the establishment of predetermined and reusable GCPs (Ground Control Points) along the Seawall for rapid and efficient data collection.

The monthly imaging flights of the study area began in May 2017. On August 25, 2017, the Texas Coast was impacted by Hurricane Harvey making landfall as a Category 4 hurricane. The last imaging flight before Harvey's landfall was completed August 5, 2017. It became imperative to the study that post Harvey data be gathered as soon as weather conditions and FAA regulations allowed. On September 4, 2017 imaging flights were once again conducted to gather data on the impacts of Harvey on the nourishment project area. The establishment of the GCPs for rapid deployment of the UAS allowed for a quick and efficient survey to be completed for an impact study. Data gathered from the post Harvey impact study was compared to the previous four months of gathered data to determine the changes of volume and profile to the nourishment area beaches.

Graduate Research Assistant/Teaching Assistant – Texas A&M Galveston 2016 - 2018
Mr. Ritt conducted GIS Mapping of modern and historic marine and air travel routes in the Caribbean for Dr. Elizabeth Nyman Assistant Professor of Political Science and Maritime Studies Coordinator at Texas A&M University Galveston. This position also included grading and lecturing for Dr. Nyman's various classes.

Surveyor – Grand Travers Bay Foundation 2015-2016
Mr. Ritt conducted sonar surveys to map benthic profiles and locate targets of interest in Grand Travers Bay, Lake Michigan. His responsibilities also included piloting ROV's to investigate targets located by sonar and diving for both technical and standard open water to collect samples, install equipment and investigate sonar targets.

Additional Relevant Skills

- 3D Photogrammetry of submerged and coastal objects and features using hi-definition cameras and Agisoft PhotoScan Pro to create 3D models.
- Mapping of submerged and coastal landscapes for orthophotos and DEMs using aerial photography and ROVs using Agisoft PhotoScan Pro
- Survey and documentation of historical cultural sites and writing reports detailing interest and recommendations for sites to SHPOs, NRHP, and NPS.
- Scientific Photography in the field and in laboratories. Specializing in high resolution detailed photography for computer analysis.
- Proficient at use of RTK, total stations, and CAD software.
- Trained in the use of a wide variety of Image-J toolboxes and plugins
- Trained in the use of MATLAB high-level technical computing language for interactive environments, algorithm development, data visualization, image processing, and data analysis.
- Trained in the use of ArcGIS for coastal planning and geo-spatial research analysis.
- Trained in mapping and recording wetlands to USACE regulatory standards.
- AAUS Scientific Diving 60 foot certification
- Proficient in the use of equipment and software for sides scan & sector scan sonar.
- 321 hours of small Unmanned Aircraft Systems (sUAS) flight time on DJI Phantom 3 Pro & DJI Phantom 4 Pro, and DJI Matrice 600 Pro. Using direct piloting and Drone Deploy.
- Video and photo editing using Corel Paint Shop Pro & Final Cut Pro.

Appendix 4
APTIM Standard Terms and Conditions
(Professional Services Agreement)

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL SERVICES AGREEMENT
FIXED PRICE BASIS

1. **SERVICES**: Aptim Environmental & Infrastructure, Inc. ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described in attached Proposal No. ___ dated _____ and/or as follows:

_____

_____

_____,

all in accord with the following terms and conditions.

2. FEES, INVOICES AND PAYMENTS: The Services will be performed on a fixed price basis for ($). Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

In the event APTIM is requested or authorized by CLIENT, or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services performed under this Agreement, CLIENT agrees, so long as APTIM is not a party to the proceeding in which the information is sought, to reimburse APTIM for its professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.

3. CLIENT'S COOPERATION: To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENTs employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. CONFIDENTIALITY: In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. RIGHT TO USE INFORMATION AND DOCUMENTS: CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall

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APTIM_____ CLIENT_____

obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of $1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF

 APTIM_____ CLIENT_____

ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR $100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services are performed is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

 APTIM_____ CLIENT_____

c. WAIVER OF TERMS AND CONDITIONS - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on_____, 20___

CLIENT

Client Name: _____

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address:_____

Phone: _____

Fax: _____

E-mail: _____

 APTIM_____ CLIENT_____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL SERVICES AGREEMENT
TIME AND MATERIALS BASIS

1. **SERVICES**: Aptim Environmental & Infrastructure, Inc. ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described in attached Proposal No. ___ dated _____ and/or as follows:

_____

_____

_____,

all in accord with the following terms and conditions.

2. FEES, INVOICES AND PAYMENTS: The Services will be performed on a time and materials basis, with compensation due for all goods and Services provided by APTIM, computed in accord with currently-in-effect APTIM rates for Time & Material work. APTIM's particular applicable T & M Rate Sheet for the Services will be attached hereto. Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

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APTIM_____ CLIENT_____

was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of $1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE

TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR $100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services are performed is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who

obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. WAIVER OF TERMS AND CONDITIONS - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on_____, 20___

CLIENT

Client Name: _____

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address:_____

Phone: _____

Fax: _____

E-mail: _____

 APTIM_____ CLIENT_____

City of Galveston

DEVELOPMENT SERVICES

Coastal Resources Division
CoastalResoures@GalvestonTX.Gov | 409-797-3660 | www.galvestontx.gov

Date: February 28, 2019

To: Brian Maxwell, City Manager

Hon. Mayor and City Council Members

From: Dustin Henry, AICP, Coastal Resources Manager

RE: **Consider for action accepting the proposal from Aptim Environmental & Infrastructure, LLC. for professional services to perform wading depth and depth of closure surveys of the beach, and to authorize the City Manager to approve a one-year agreement with three (3) one-year renewal options. Funding to come from the Park Board of Trustees and the Beach Silo of the IDC 4B Sales Tax, in an amount not to exceed $121,668.00.**

I. Background

A. This is a continuation of an effort that began in 2014 to collect topographic and bathymetric data of the shoreline on Galveston Island on an annual basis. This project will provide datasets for annual City of Galveston Beach Maintenance permits that are required for maintenance activities along the Island's beachfront, for mapping and maintaining a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and to document beach conditions for potential FEMA assistance after storm events.

B. Data collected in this project will be made available not only for the City and Park Board of Trustees, but also for property owners and home owners' associations in Galveston that seek to obtain Beach Maintenance Permits through the City of Galveston.

C. The previous project (surveying between 2014 and 2017) included a post-storm survey following Hurricane Harvey, which allowed the City to successfully demonstrate the volume of sand loss for those areas of beach that have received sand nourishment projects in recent years.

D. Lessons learned from the previous project have resulted in a more refined scope of services, which has resulted in a lower cost for the services to provide the same project deliverables.

E. Included with this project is an Interlocal Agreement between the City of Galveston and the Galveston Park Board of Trustees for cost-sharing, with the Park Board covering the cost for those

COUNCIL APPROVED
DATE 2/28/19
SIG.

areas of the beach considered engineered beaches that are scheduled for routine sand nourishment projects, which includes Seawall Beach, Babes Beach, and Dellanera Park Beach.

II. Current Situation

A. The Industrial Development Corporation (IDC) has approved the utilization of funds from the Beach Silo of the Type 4B sales tax to fund the annual surveying of beaches to provide datasets for annual City of Galveston Beach Maintenance permits that are required for maintenance activities along the Island's beachfront, for mapping and maintaining a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and to document beach conditions for potential FEMA assistance after storm events.

B. The City of Galveston advertised a Request for Qualifications (RFQ #18-02) for professional services to perform wading depth and depth of closure surveys of the beach, which was open until June 6, 2018.

C. The RFQ selection committee reviewed all proposals that were submitted, and scored them in accordance with the following criteria:

Scoring Criteria	Scoring Percentage
Qualifications of Firm	30%
Demonstrated ability to perform services as requested in the Scope of Services	30%
Ability to Effectively Provide Coastal Engineering and Survey Services and Analysis in a Timely Manner	30%
Familiarity with City of Galveston Coastal Issues	10%
Total	**100%**

D. The results of the review and evaluation of the responses to the RFQ were used to select the top two scoring respondents to meet with the selection committee for an interview.

E. After conducting the interviews, the selection committee made the decision to enter into negotiations with Aptim Environmental & Infrastructure, LLC. on a formal proposal of services.

III. Issues

A. The annual surveying of the beaches is a necessary activity in order to document the movement of sand from engineered beaches that occurs both from ordinary erosion as well as from storm-related events, and is required for any future requests for public assistance from FEMA to recover lost sand volumes.

B. Data collected in this project is also required for the issuance of annual beach maintenance permits, and is important for mapping and maintaining a record of the location of the City's Dune Protection Line, a jurisdictional boundary the City is responsible for creating and maintaining in accordance with the Texas Administrative Code.

C. The firm has proposed to introduce a new surveying technology and methodology utilizing unmanned aerial vehicle (UAV) drone equipment. This technology is expected to be deployed more expeditiously than using traditional methods, and will result in a more cost-effectively manner of collecting topographic data.

IV. Alternatives in Order of Priority

A. Acceptance of the proposal from Aptim Environmental & Infrastructure, LLC., and authorize the City Manager to approve a one-year agreement with three (3) one-year renewal options.

B. Do not accept the proposal and begin negotiations with the firm that was ranked second.

V. Recommendation

A. Acceptance of the proposal from Aptim Environmental & Infrastructure, LLC., and authorize the City Manager to approve a one-year agreement with three (3) one-year renewal options.

11JJ
02/28/19

City of Galveston

DEVELOPMENT SERVICES

Coastal Resources Division
CoastalResoures@GalvestonTX.Gov | 409-797-3660 | www.galvestontx.gov

Date: February 28, 2019

To: Brian Maxwell, City Manager

Hon. Mayor and City Council Members

From: Dustin Henry, AICP, Coastal Resources Manager

RE: Consider for action authorizing the City Manager to approve an Interlocal Agreement between the City and the Galveston Park Board of Trustees regarding cost sharing for Annual Beach Surveys.

I. Background

A. This is a continuation of an effort that began in 2014 to collect topographic and bathymetric data of the shoreline on Galveston Island on an annual basis. This project will provide datasets for annual City of Galveston Beach Maintenance permits that are required for maintenance activities along the Island's beachfront, for mapping and maintaining a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and to document beach conditions for potential FEMA assistance after storm events.

B. Data collected in this project will be made available not only for the City and Park Board of Trustees, but also for property owners and home owners' associations in Galveston that seek to obtain Beach Maintenance Permits through the City of Galveston.

C. The previous project (surveying between 2014 and 2017) included a post-storm survey following Hurricane Harvey, which allowed the City to successfully demonstrate the volume of sand loss for those areas of beach that have received sand nourishment projects in recent years.

D. Lessons learned from the previous project have resulted in a more refined scope of services, which has resulted in a lower cost for the services to provide the same project deliverables.

COUNCIL APPROVED
DATE 2/28/19
SIG.

II. Current Situation

A. The Industrial Development Corporation (IDC) has approved the utilization of funds from the Beach Silo of the Type 4B sales tax to fund the annual surveying of beaches to provide datasets for annual City of Galveston Beach Maintenance permits that are required for maintenance activities along the Island's beachfront, for mapping and maintaining a record of the City's Dune Protection Line in accordance with the Texas Administrative Code (31 TAC Rule § 15.3), and to document beach conditions for potential FEMA assistance after storm events.

B. The terms of the initial Interlocal Agreement between the City of Galveston and the Park Board of Trustees is for one year, with three one-year options to extend the agreement.

C. Cost sharing for the proposed services is for the Galveston Park Board of Trustees to cover the cost of wading depth and depth of closure surveying for engineered beaches that are scheduled for routine sand nourishment projects, which includes Seawall Beach, Babes Beach, and Dellanera Park Beach, and for the City to cover the cost of wading depth surveying of the remainder of the beaches. Other costs such as the unmanned aerial vehicle (UAV) drone proof of methodology study will be shared equally between the City and Park Board.

III. Issues

A. The Interlocal Agreement will need to be approved by all parties in order for the City of Galveston and Galveston Park Board of Trustees to proceed with entering into agreement with Aptim Environmental & Infrastructure, LLC. for the proposed beach survey work.

B. The Galveston Park Board of Trustees is scheduled to consider approval of the Interlocal Agreement at their February 26, 2019 regular meeting.

IV. Alternatives in Order of Priority

A. Authorize the City Manager to approve an Interlocal Agreement between the City and the Galveston Park Board of Trustees regarding cost sharing for Annual Beach Surveys.

B. Do not authorize the City Manager to approve an Interlocal Agreement.

V. Recommendation

A. Authorize the City Manager to approve an Interlocal Agreement between the City and the Galveston Park Board of Trustees regarding cost sharing for Annual Beach Surveys.

VI. Fiscal Impact Report

Requested by: Dustin Henry, AICP
Coastal Resources Manager

Funding Source: IDC Beach Silo,
Park Board of Trustees

Costs of Implementation:

Description		Cost (in Dollars)	Responsible Party	Responsible Party Percent	Responsible Party Cost
Annual Surveys					
Year 1 Surveying					
	Depth of Closure Surveys for Engineered Beaches (44 Profiles)	$55,230.00	Park Board	100%	$55,230.00
	RTK GPS Wading Depth Surveys (96 Profiles)	$54,271.00	City	100%	$54,271.00
	UAS/Drone Proof of Methodology Study	$12,167.00	City	50%	$6,083.50
			Park Board	50%	$6,083.50

Total approximately $121,668.00

VII. Attachments

A. Interlocal Agreement between City of Galveston and Galveston Park Board of Trustees, Professional Services Agreement, and Proposal Response from Aptim (144 Pages)

Respectfully Submitted,

Dustin Henry, AICP
Coastal Resources Manager - Department of Development Services

City of Galveston

Grants & Housing Department
Staff Report

2508 Ball Avenue / Galveston, TX 77550
(409) 797-3820 / Fax (409) 291-4553

May 28, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Alice T. Law, Director of Grants & Housing

RE: Consider for Approval the Amendments to the HOME Investment Partnerships Program (HOME) Projects (Program Years 2017–2019) for the reallocation of 2017-2019 Community Housing Development Org. funding of $115,488.50 to Short-term Tenant-Based Rental Assistance and 2019 Tenant-Based Rental Assistance Program funding of $38,797.50 to 2019 HOME Program Administration and a revised scope for the 2019 Tenant-Based Rental Assistance balance of funds to allow for the provision of short-term rental assistance. Authorize the City Manager to execute all necessary contracts, certifications, and documents for the Projects.

I. Background

A. Due to the coronavirus pandemic (COVID-19), the U.S. Department of Housing & Urban Development (HUD) has issued statutory and regulatory waivers to the HOME Investment Partnerships (HOME) Program and the HOME Tenant-Based Rental Assistance Program to enable cities to more quickly use their HOME funds in response to the housing needs of those impacted by COVID-19. The following waivers were utilized to amend the HOME Program Projects:

1. Allows an Increase in the HOME administrative cap from 10% to 25% for 2019 and 2020 HOME funds.
2. Suspends the 15% CHDO set-aside for fiscal years 2017 through 2020 and allows funds to be used for other housing needs.
3. Allows cities to provide short-term rental assistance to new and existing tenants and pay up to 100% of the cost of rent, security deposit payments, and utility bills through 12-31-20.
4. Allows PJs to amend their most recent approved Annual Action Plan for these amendments related to COVID-19 with a reduced comment period to no less than five-days.

B. Staff has provided written notification, as required, to HUD to advise of the City's intention to implement the HOME Program waivers and/or suspensions for our projects. (**Attachment A**)

C. The City has amended its Citizen Participation Plan to allow for the amended COVID-19 no less than 5-day citizen comment period (approved by City Council on April 30th).

II Current Situation

A. Staff is proposing the following amendments to the HOME Program Projects:

1. 2017-2019 Community Housing Development Org. affordable housing set-aside unprogrammed funding of $115,488.50 to the 2019 Tenant-Based Rental Assistance short-term subsidies including rent, rent deposits, utility deposits, and utility payments for low-moderate income renters affected by the pandemic implemented under the 2019 Consolidated Plan.
2. 2019 Tenant-Based Rental Assistance (TBRA) Program to reduce funding by $38,797.50 for reallocation to the 2019 HOME Program Administration for the allowable increase in the cap limit to assist in the increased cost of administering HOME-related activities in response to the pandemic.
3. 2019 Tenant-Based Rental Assistance (TBRA) (including previously reallocated funding) balance of funds to revise the project scope to also allow for the provision of short-term assistance including rent, rent deposits, utility deposits, and utility payments for low-moderate income renters affected by the pandemic.

B. Staff initiated the Citizen Participation Process and allowed no less than 5-days for public comments. Comments were accepted through May 26th. To date, no comments have been received.

C. Staff will amend its 2019 Annual Action Plan and submit the plan to HUD for review and approval.

III. Issues

A. Compliance with Regulatory Requirements – The City has met the requirements for this amendment per the waiver and will allow the use of the HOME funding for projects to assist with response to COVID-19.

B. Consistency with Consolidated Plan – The City's amendments for the waivers are consistent with the City's Consolidated Plan.

C. Impact or Ramifications – The amendments will allow the City to utilize HOME funding to provide additional assistance to low-moderate income citizens that have been affected by the coronavirus pandemic.

IV. Recommendation

Approve the Amendments to the HOME Investment Partnerships Program (HOME) Projects (Program Years 2017–2019) for the reallocation of 2017-2019 Community Housing Development Org. funding of $115,488.50 to Short-term Tenant-Based Rental Assistance and 2019 Tenant-Based Rental Assistance Program funding of $38,797.50 to 2019 HOME Program Administration and a revised scope for the 2019 Tenant-Based Rental Assistance balance of funds to allow for the provision of short-term rental assistance. Authorize the City Manager to execute all necessary contracts, certifications, and documents for the Projects.

V. Fiscal Impact Report

Requested by:	Alice T. Law, Director of Grants & Housing
Funding Source:	U.S. Dept. of Housing & Urban Development (HUD) 2017-2019 HOME Investment Partnerships Program
Costs of implementation:	Total $154,286.00

Respectfully Submitted,

Alice T. Law
Director of Grants & Housing

Attachment A

Alice Law

From: Alice Law
Sent: Friday, April 24, 2020 4:25 PM
To: 'CPD_COVID-19WaiverHOS@HUD.gov'
Subject: Notification of City of Galveston Use of HOME and TBRA Waivers

Attention: Houston CPD Field Office

The City of Galveston intends to implement the HOME Program statutory suspensions and/or regulatory waivers identified in the April 10, 2020 Memorandums as follows:

HOME Program Waivers and Suspensions:

- Increases the administrative cap from 10% to 25% for FY19 and FY20 HOME funds (Presidential disaster declaration).
- Suspends the 15% CHDO set-aside for fiscal years 2017 through 2020 (Presidential disaster declaration).
- Eliminates the 25% match requirement for funds expended between October 1, 2019 and September 30, 2021 (Presidential disaster declaration).
- Allows PJs to amend their citizen participation plans in their FY20 and earlier Consolidated Plans or Action Plans. Reduces the comment period to five-days.
- Through December 31, 2020, allows PJs to use self-certification of income in lieu of source documentation to determine HOME eligibility of persons requiring emergency assistance related to COVID-19 when applying for TBRA.
- Waives the on-site inspection requirement through December 31, 2020 for ongoing HOME rental property, but requires PJs to conduct inspections and reviews within 120 days of the end of the waiver period.
- Waives the annual TBRA HQS site inspections through December 31, 2020, but requires PJs to conduct inspections and reviews within 120 days of the end of the waiver period.

HOME Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance Waivers and Suspensions:

- Eliminates the need for PJs to amend their current Consolidated Plan to include an analysis of local market conditions before implementing a TBRA program (Presidential disaster declaration).
- Through December 31, 2020, eliminate the need for PJs to develop or revise written tenant selection criteria and will allow PJs to assist individuals requiring immediate housing assistance as a result of COVID-19 (Presidential disaster declaration).
- Allows PJs to amend their Annual Action Plan to reprogram funds for TBRA to address additional housing needs related to COVID-19 with a reduced comment period to five-days.
- Through December 31, 2020, permits PJs to provide TBRA up to 100% of the cost of rent, security deposit payments, and utility bills.
- Through December 31, 2020, waives the requirement that the term of the TBRA begins on the first day of the term of a lease so that PJs can assist households that have already executed leases.
- Through December 31, 2020, allows PJs to provide TBRA to households experiencing financial hardship without assessing rent reasonableness.

Please advise if any additional information is required.

Thanks,
Alice

Alice T. Law
Interim Director
Grants & Housing Department
City of Galveston
409-797-3820
alaw@galvestontx.gov

City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

May 19, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Consider approving the purchase of IGM Technologies Gravity Lease Management extension to the existing contract for the software used to prepare the Comprehensive Annual Financial Report.

I. Background

The Governmental Accounting Standards Board (GASB) issued Statement No. 87 – Leases effective for reporting periods beginning after December 15, 2019. This statement requires recognition of certain lease assets and liabilities that were previously classified as operating leases. Under this Statement, a lessee is required to recognize a lease liability and a lessor is required to recognize a lease receivable at the commencement of the lease term. The notes to the financial statements should also include a description of leasing arrangements, the amount of lease assets recognized, a schedule of future lease payment to be made, and a total amount of inflows of resources recognized from leases.

The City of Galveston is party to many leases for both property and equipment, both as lessee and lessor, that meet the requirements of GASB Statement No. 87 reporting. Additionally, the City currently has a contract with IGM Technologies Gravity cloud-based solution tool for preparing the Comprehensive Annual Financial Report (CAFR).

II. Current Situation

The City currently has a contract with IGM Technologies for the Gravity cloud-based solution tool for preparing the CAFR. The current contract price for the CAFR software is approximately $20,000 annually which automatically renews through FY21.

Members of the Finance team reviewed a demo of the Lease Management software. The software is an all-in repository for the lease data. The data for each lease is captured in the software and the accounting and reporting requirements, including journal entry data, are automatically generated in the software. Since the City already utilizes the Gravity CAFR solution,
the data from the Lease Management extension will feed into the CAFR solution and create the required reporting disclosures. The City will not be required to purchase any additional user licenses for the Lease Management extension as the existing CAFR licenses can be used to access the application.

Based on the evaluation of the IGM Technologies Lease Management extension, it was deemed the most qualified and cost effective.

III. Issues

1. Cost Summary:
    a. $20,000 annually for the existing CAFR software solution tool.
    b. $7,500 implementation fee for the Lease Management Extension which includes implementation, training and customer support.
    c. $1,250 service fee for the Lease Management Extension initial service term of one year. The initial service term fee reflects a $1,250 savings if the agreement is approved before May 31, 2020.
    d. $2,500 service fee for the Lease Management Extension each year after the initial service term.
2. Timing – planning and implementation to begin upon City Council approval.
3. Impact or ramifications – efficient data gathering and maintenance of lease data and incorporation into the City's CAFR.

IV. Recommendation

Approve the purchase of IGM Technologies' Gravity Lease Management extension.

V. Fiscal Impact Report

Requested by:	Michael W. Loftin Assistant City Manager-Finance
Funding Source:	Information Technology Software Licenses
Cost:	$28,750 (first year, if approved by May 31, 2020) $22,500 (annually thereafter during term of contract)

SAAS SERVICES ORDER FORM

Customer: The City of Galveston, TX	Contact: Debbie Jordan
Address: 823 Rosenberg, 3rd Floor	Title: Finance Director
Galveston, TX 77553-0779	Phone: 409-797-3566
	E-Mail: djordan@galvestontx.gov
Services: *Access to Gravity –Lease Management Extension* (the "Service(s)").	
Services Fees: $1,250.00 USD initial service term. $2,500.00 per year and thereafter, upon renewal Service fees for initial service term are payable net 30 days after the commencement of the Gravity Kick-off meeting. Upon renewal.service fees are payable in advance.	**Initial Service Term**: 1 [One] Year
Service Capacity: The Customer has the right to use existing CAFR licenses to access the application.	
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. **Implementation Fee** (one-time fee): $7,500 Implementation fees are payable net 30 days after the commencement of the Gravity Kick-off meeting.	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2020 (the "Effective Date") between **IGM Technology Corp**. with a place of business at 2 Bloor Street West, 7th Floor, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

By:_____

Name: Itzhak Gleicher

Title: CEO

The City of Galveston, TX:

By: _____

Name:_____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard terms of service then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible

for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. Automatic renewal will be limited to five (5) years.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Texas, with venue in Galveston County without regard to its conflict of law provisions. Customer agrees to reasonably

cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

The Company will provide the following services:

- Gravity – Implementation Services for Lease Recognition Management
  - Up to 8 hours of on-line training
  - IGM Consulting Services in setting up and using Gravity to measure and maintain the reporting requirement proposed for GASB 87
  - Integrating the leasing module disclosures into the CAFR report.
- Gravity – Implementation Services for Accounts Receivable and Accounts Payable Reconciliation Process
  - IGM Consulting Services in setting up and using Gravity to define, test and provide matching for Accounts receivable and accounts payable lease reconciliations.

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C

Support Terms

IGM will provide Technical Support to the client via both telephone and electronic mail with 24/7 ("Support Hours").
the client may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Customer may initiate a helpdesk ticket during Support Hours by calling Company's hot line support number, or any time by emailing **support@igm.technology**

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Company will also provide emergency support for all hours outside of the Support Hours, for emergency situations. Customer may initiate emergency support by calling 416-986-1789 anytime outside of regular Support Hours.

City of Galveston

P. O. Box 779 / Galveston, Texas 77553-0779

To: Honorable Mayor and City Council City of Galveston
Brian Maxwell, City Manager

From: Robert Simmons – Risk Manager

RE: **Consider for approval the payment of $35,445.38 to Mustang Rental Services for the cost of repairs to a CAT259 skid loader rented by the Galveston Public Works Department / Drainage Division and damaged in a one vehicle rollover incident. Estimated insurance reimbursement from TMLIRP is $$35,198.38**

I. Background

A. The Galveston Public Works Department Drainage Division contracted with Mustang Rental Services for the use of a CAT259 skid loader rental.
B. The rental agreement with Mustang Rental Services is Council approved. COG-CON-19-031.

II. Current Situation

A. The rented CAT259 skid loader was involved in a rollover incident. A subsequent fire caused by leaking oil and gas caused additional damage and burned up the wiring harness.
B. The mobile equipment was recovered by the rental agency and repairs were made. Total repair cost was $35,445.38
C. The total insured value of the equipment is $75,000.00
D. Mustang Rental subrogated against the City of Galveston for the cost of the repairs and the demand was forwarded to TMLIRP, the mobile equipment physical damage carrier.
E. TMLIRP has made payment to the City of Galveston in the amount of $35,198.38 which is the total amount of the demand minus a $250.00 deductible.

III. Issues

A. The TMLIRP payment is made directly to the City of Galveston as the covered insured. Payment is then made by the City of Galveston to Mustang Rental Services which requires City Council approval

IV. Alternatives in order of priority

A. City Manager approves the expenditure.
B. City Manager takes no action.

V. Recommendation

Concur with Alternative A.

VI. **Fiscal Impact Report**

Requested by:	Robert Simmons – Risk Manager
Funding Source:	
50301-811567-534033-465300	$35,445.38
Estimated Reimbursement	
TMLIRP Mobile Equipment Coverage	$35,198.38
Additional Information:	N/A

Respectfully Submitted,

_____
Robert Simmons
Risk Manager

Approved,

_____
Brain Maxwell
City Manager

Galveston Fire Department

STAFF REPORT

May 13, 2020

To: Dan Buckley, Deputy City Manager
Honorable Mayor and City Council Members

Subject: Consider for Approval the Purchase of 3 sets of Personal Protective Equipment (PPE) along with additional replacement PPE items from NAFECO through Buy Board (contract #603-20) for a total amount of $23,331.90. Funding for the PPE's will come from our Protective Clothing account.

I. Background

A. In accordance with Texas Administrative Code Title 37 Part 13 Chapter 435.1, all regulated Fire Departments shall provide a full ensemble of NFPA approved personal protective equipment (PPE).
B. This equipment must be maintained in compliance with NFPA 1851 Standard on Selection, Care & Maintenance of Structural Fire Fighting Protective Ensembles.
C. A full set of PPE for one Fire Fighter costs approximately $2,900.00. Cost per item is as follows: Coats - $1,534.50 each / Pants - $1,035.80 each / Boots - $315.00 pair

II. Current Situation

A. GFD strives to maintain 234 full sets of PPE. This would provide a complete set for all 117 active duty Firefighters plus 117 sets of replacement PPE.
B. GFD initiated a plan in 2017 to replace all PPE on a three-year rotation. NFPA now requires us to maintain two full sets of gear for each firefighter.
C. The current plan that we have in place to replace our PPE will cover this requirement.

III. Alternatives in order of priority

A. Approve the purchase of additional PPE items for $23,331.90 and comply with NFPA's requirements.
B. Do not approve the purchase which would make GFD non-compliant with NFPA requirements.

IV. Recommendation

A. Proceed with the purchase of the protective clothing for $23,331.90

V. Fiscal Impact Report

Requested by	Charles Olsen Sr GFD Fire Chief
Funding Source	0100-221441-522014-422000
Cost	$23,331.90

Respectfully Submitted,

Chief Charles Olsen Sr

QUOTATION CONFIRMATION

NAFECO
1515 West Moulton Street

Decatur, AL 35601
United States of America
Phone: 800-628-6233
Fax: 256-355-0852

PAGE	1
QUOTE	1053999-0
DATE	5/07/20

SOLD TO
GAL475
GALVESTON FIRE DEPARTMENT
2517 BALL
RICHIE PEARSON 409-797-3850

GALVESTON,TX 77550
United States of America

SHIP TO
GALVESTON FIRE DEPARTMENT
2517 BALL
RICHIE PEARSON 409-797-3850

GALVESTON,TX 77550
United States of America

ENTERED BY	RFQ REFERENCE	VALID UNTIL
David Johnson III	Verbal Chief Pearson	5/07/21

ITEM	DESCRIPTION	QUANTITY	U/M	DISC %	PRICE	AMOUNT
	DJ/DJ3 **email invoice to AccountsPayable@GalvestonTx.Gov 4-24-20**					
CVFM-32-1053999	Lion V-Force Coat PBI Max Natural PSGQ13664-F	3.00	EA		1,534.5000	4,603.50
	FF NAME: CARLOS CARDENAS					
	SZ: 4032L					
	FF NAME: CODY ADDISON					
	SZ: 4632R					
	FF NAME: GERARDO SOLIS					
	SZ: 3832L					
PVFM-1053999	Lion V-Force Pant PBI Max Natural PSGQ13664-F	3.00	EA		1,035.8000	3,107.40
	FF NAME: CARLOS CARDENAS					
	SZ: 36R REG SUSPENDERS					
	FF NAME: CODY ADDISON					
	SZ: 42L REG SUSPENDERS					
	FF NAME: GERARDO SOLIS					

Continued . . .

QUOTATION CONFIRMATION

NAFECO
1515 West Moulton Street

Decatur, AL 35601
United States of America
Phone: 800-628-6233
Fax: 256-355-0852

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GALVESTON,TX 77550
United States of America

ENTERED BY	RFQ REFERENCE	VALID UNTIL
David Johnson III	Verbal Chief Pearson	5/07/21

ITEM	DESCRIPTION	QUANTITY	U/M	DISC %	PRICE	AMOUNT
	SZ: 34R REG SUSPENDERS					
2770912-8-1053999	Black Diamond Leather Boot X2 14" NFPA Sz: 8	1.00	EA		315.0000	315.00
2770912-9-1053999	Black Diamond Leather Boot X2 14" NFPA Sz: 9	1.00	EA		315.0000	315.00
2770912-10-1053999	Black Diamond Leather Boot X2 14" NFPA Sz: 10	2.00	EA		315.0000	630.00
2770912-11-1053999	Black Diamond Leather Boot X2 14" NFPA Sz: 11	2.00	EA		315.0000	630.00
2770912-115-1053999	Black Diamond Leather Boot X2 14" NFPA Sz: 11.5	1.00	EA		315.0000	315.00
FC-P5000T-L-1053999	Firecraft Glove, Phoenix Tall Cuff, Sz: Lg	12.00	EA		98.0000	1,176.00
HD395142	Lion RedZone Particulate Blocking Hood, NFPA, Black	120.00	EA		102.0000	12,240.00
BUYBOARD-1053999	BUYBOARD FEE	1.00	EA		.0000	.00
	BUYBOARD CONTRACT# 603-20					

Material Total: 23,331.90

Total Quote: 23,331.90

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

May 28, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the renewal of the annual maintenance support agreement for a 3-Year term for City's Financial and Human Resources software system, Banner, awarding the contract to Avenu Government Systems, LLC in the amount of $240,793.59.

I. BACKGROUND

Banner is the accounting and human resource software system that has been used by the City since its implementation in 1994. The solution is utilized by all departments and maintains both financial and human resource records.

II. CURRENT SITUATION

Annual maintenance and support is due. Maintaining the agreement gives the City right to continued use of the solution, software patches, and support for the software solution. New releases of Banner are required to meet the changing tax codes as well as to implement new features. The agreement also provides the City access to support services from the vendor for any issues that might arise with the software that cannot be resolved by City personnel.

III. ISSUES

1. Updates to the Banner software system are required every year so that the City can meet its legal tax obligations. Without maintenance support, the City would be unable to obtain critical software patches and ensure the health and stability of the system.

IV. ALTERNATIVES

1. None.

V. RECOMMENDATION

Approve the renewal of the annual maintenance support and award the contract to Avenue Government Systems, LLC for a 3-year term in the amount of $240,793.59.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	$240,793.59.

AMENDMENT TO
TECHNICAL CURRENCY AGREEMENT

Avenu Government Systems, LLC
(formerly Conduent Government Systems, LLC; formerly Xerox Government Systems, LLC)
130 Division Street
Waite Park, MN 56387
("Avenu")

and

City of Galveston
823 Rosenberg
Galveston, TX 77550
("Licensee")

Original Technical Currency Agreement dated April 29, 1994 (the "TCP Agreement").

This Amendment No. 7 (the "TCP Amendment").

Effective Date of this TCP Amendment: June 1, 2020 (the "Amendment Date").

LICENSEE AND AVENU, intending to be legally bound, agrees as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the TCP Agreement shall have the same meaning when used in this TCP Amendment.

2. Amendment to and Modification of TCP Agreement. Avenu agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1, attached to this TCP Amendment (the "TCP Exhibit") on the same terms and conditions as the TCP Agreement for the period and for the fee specified in the TCP Exhibit. The term of the TCP Agreement is deemed to be extended as provided for in the TCP Exhibit for purposes of this TCP Amendment. Any amounts indicated on the TCP Exhibit are in addition to all other amounts payable under the TCP Agreement.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

City of Galveston, Texas	**Avenu Government Systems, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT 1

Licensee: City of Galveston, TX

PARTIAL YEAR PAYMENT/DUE DATE: N/A
(Indicate "N/A if not applicable)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: May 2021

5% increase for the first year, then 0% increase for two years, for a three-year commitment.

Baseline Component System	Contract Year Begins/Ends	List Price Payment Amount	Discounted Payment Amount
Banner Finance	June 1, 2020 – May 31, 2021	$32,795.01	$31,233..34
Banner Human Resources	June 1, 2020 – May 31, 2021	$21,860.50	$20,819.52
Oracle Database	June 1, 2020 – May 31, 2021	$20,123.09	$19,164.84
Oracle Developer Suite	June 1, 2020 – May 31, 2021	$1,422.90	$1,355.14
Oracle Application Server	June 1, 2021 – May 31, 2022	$8,076.28	$7,691.69
Total		**$84,277.78**	**$80,264.53**
Banner Finance	June 1, 2021 – May 31, 2022	$36,074.52	$31,233..34
Banner Human Resources	June 1, 2021 – May 31, 2022	$24,046.55	$20,819.52
Oracle Database	June 1, 2021 – May 31, 2022	$22,135.40	$19,164.84
Oracle Developer Suite	June 1, 2021 – May 31, 2022	$1,565.19	$1,355.14
Oracle Application Server	June 1, 2022 – May 31, 2023	$8,883.91	$7,691.69
Total		**$92,705.57**	**$80,264.53**
Banner Finance	June 1, 2022 – May 31, 2023	$39,681.98	$31,233..34
Banner Human Resources	June 1, 2022 – May 31, 2023	$26,451.21	$20,819.52
Oracle Database	June 1, 2022 – May 31, 2023	$24,348.94	$19,164.84
Oracle Developer Suite	June 1, 2022 – May 31, 2023	$1,721.71	$1,355.14
Oracle Application Server	June 1, 2023 – May 31, 2024	$9,772.32	$7,691.69
Total		**$101,976.16**	**$80,264.53**

Upon the expiration of the full of term of this **TCP Product Support and Enhancement Agreement, effectively **May 31, 2023** the improvement fees will be escalated by no more that 10% of the amount payable for improvements for the immediately preceding contract year unless Licensee signs renewal agreement for another three-year term.

Should the Licensee cancel this TCP Amendment, for any reason, prior to the end of the three-year term (May 31, 2023), Licensee agrees to pay Avenu a penalty equal to the difference between the List Price Payment Amount and the Discounted Payment Amount, for each year prior and through the date of the cancellation.

City Marshal's Office

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

May 7, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Butch Stroud, City Marshal

RE: Consider for the approval a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, with no cost to the city. This contract will continue giving people options to pay to park using a smart phone or other electronic device, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. There will be no funding source.

I. <u>Background</u>

A. The Marshals Office needs the option for people to be able to pay for parking using their cell phone or other electronic device in addition to the pay stations.

B. We are currently using PaybyPhone to provide this option and have been for over five years.

C. PaybyPhone is compatible with our other pay to park collections and ALPR recognition systems we are currently using.

D. Staff has solicited three other companies, Park Mobile, Flowbird and Cale-Way to Park, which provide this service. Park Mobile and Flowbird are the only companies to respond.

E. ParkMobile waived all set up fees and set the transaction fee at 0.35 per transaction. They would reimburse the city 0.05 per transaction per month.

F. Flowbird waived all setup fees and set the transaction fee at 0.20 per transaction. We would then have to exchange all the signage currently in place. Each user would have to upload a new app and it would cause problems with the yearly paid parking already in place.

G. PaybyPhone has no set up fees and they have lowered the transaction fee from 0.25 per transaction, as they are currently charging, to 0.20 per transaction fee. This will not affect the cities profit but will be a savings for the user/customer.

H. PaybyPhone has been a proven, reliable and dependable service provider for the last five (5) years.

II. Current Situation

Concur in Alternative A and approve a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, with no cost to the city. This contract will continue giving people options to pay to park using a smart phone or other electronic device, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. There will be no funding source.

III. Alternatives in order of priority

A. Approve the contract to PaybyPhone.

1. Cost – No Cost.

2. Timing – This contract is necessary immediately to prevent interruption of our Pay by Phone option.

3. Departmental Improvements – This contract will ensure that the Parking Enforcement Division of the Marshals Office continues to provide options for people to pay for parking.

B. Do not approve the contract to PaybyPhone.

1. Cost – No cost

2. Timing – N/A

3. Departmental Improvements – No improvements which will hinder people's options to pay to park.

IV. Recommendation

Concur in Alternative A and approve a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years, with no cost to the city. This contract will continue giving people options to pay to park using a smart phone or other electronic device, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. There will be no charge to the city.

V. Fiscal Impact Report

Requested by:	Butch Stroud City Marshal
Funding Source:	None
Cost of Implementation:	$0.00
Additional Information:	ParkMobile responded with a pricing quote which was no set up fees and 0.35 per transaction. Flowbird responded with a pricing quote which was no set up fees and 0.20 per transaction. Cale-Way to Park did not respond with a pricing quote. PaybyPhone responded with no set up fees and reduced user fee from 0.25 per transaction to 0.20 per transaction which makes PaybyPhone the best deal for the city and the pay to park customers.

Respectfully Submitted,

Butch Stroud
City Marshal

ParkMobile, LLC
1100 Spring St NW, Suite 200
Atlanta, GA 30309

ParkMobile On-Demand Pricing Proposal for City of Galveston "Client"

Proposal Date: March 3rd, 2020
Project Name: City of Galveston Mobile Pay Solution

Sales Representative: Zach Cook
Email: zach.cook@parkmobile.io
Phone: 480-235-7279

Attention: Butch Stroud

Our services work on a per transaction basis with a convenience fee charged to the end user while paying for your parking fee on our app.

ParkMobile proposes to partner with the City of Galveston with the following revenue model:

1. Have the end user pay the ParkMobile transaction fees

2. Share $0.05 of the ParkMobile transaction fee back to the City.

Example: If the rate is $1 per hour and a customer pays for 4 hours in the transaction. The customer will pay $4.35 for the parking transaction.

- $4.05 to the client
- $0.30 to ParkMobile

The ParkMobile platform is based off of this convenience fee that the parker pays per transaction. We can even be the merchant of record for your parking transactions (see option 1 below) and we will remit payment to you monthly for the parking fees.

ParkMobile Proposal On-Demand Pricing:

Setup and Support	
Security & Support Fees	Waived
Hosting Fee	Waived
Maintenance Fee	Waived
Basic Setup Fee	~~$$250~~ Waived
Decals and Off-Street Signs	~~$20 per sign~~ Waived
Transaction Fee Options	
Option 1: Mobile Payment Transaction Fee with **ParkMobile as Merchant of Record**	$0.35 (Transaction fee) + 3% & $0.15 (CC Processing)
Option 2: Mobile Payment Transaction Fee Due to ParkMobile **(You are Merchant of Record)**	$0.35

ParkMobile, LLC
1100 Spring St NW, Suite 200
Atlanta, GA 30309

Free Services to the Client
ParkMobile agrees to provide Client with free access to its integration with all pay station & LPR manufacturers so that seamless enforcement of mobile payment transactions can occur.
As a backup to the free integrations, ParkMobile agrees to provide Client with a web-based enforcement portal with secure credentials to validate active parking sessions for each of the Client's location(s) where the service has been made available.
ParkMobile agrees to provide Client with a web-based reporting portal with secure credentials to evaluate usage by unique identification numbers established director for Client's parking footprint.
To demonstrate its commitment to the success of this program, ParkMobile agrees to cover all social media, standard marketing and advertising costs.
ParkMobile agrees to host and maintain the mobile payment solution at no additional costs to the Client.
ParkMobile agrees to provide both a Call Center & Customer Support Center to the Client at no additional cost.
All ParkMobile's standard terms & conditions shall apply to this parking proposal.

Merchant of Record

Option 1: : ParkMobile as Merchant of Record – $0.35 convenience fee paid by parker and ParkMobile will remit the parking fee less our convenience fee and 3%+$0.15 per transaction for the credit card processing

Option 2: Your organization as Merchant of Record – the $0.35 convenience fee per transaction will be invoiced monthly and due to ParkMobile.

CITY OF GALVESTON

MTP Meter Services and Level II Support Agreement

DRAFT

MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING
4806 N IH 35
AUSTIN, TEXAS 78751
512.371.7773

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DRAFT

1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

1.1 This Agreement, dated as of [TBD], is made by and between Mitchell Adding Machine Co. Inc. DBA Mitchell Time and Parking. ("MTP") a corporation organized and existing under the laws of the State of Texas, having an office at 4806 North IH 35, Austin, Texas 78751 USA and [City of Galveston] (City of Galveston). (Individually referred to as the "Party", collectively to as the "Parties".)

1.2 MTP is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing [TBD] for an initial period of Thirty-Six (36) months (the "Initial Period'). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the "Automatic Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) MTP advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.

1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase. Fees will be increased proportionate to the current CPI and market costs for communications on the renewal date of this Agreement.

1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle MTP to terminate the Agreement.

DRAFT

2. SCOPE OF SERVICES TO BE PERFORMED BY MTP

The following services (the "Services") will be provided by MTP under this Agreement.

SERVICE	LIST PRICE PER MONTH	TERMINALS
☒ [Pay-N-Display, Pay-By-Space, Pay-By-Plate] Work Spaces • Action required • Terminal Out-of-Order • Communications Problems • Maintenance Performed • Consumables • Cash Collections • Cash-In-Terminals • Parking Activity • Ticket Sales Analysis • Transactions by Payment ☐ Pay-By-Space • Enforcement web site • Enforcement ☒ Standard Work Spaces • Maintenance • Collections • Transactions • Control ☒ Customer Telephone Support	[$57.00] per machine	**Strada Pal BNA** Number of units: **16**

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CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Validation codes	$7.00 per machine	**Strada Pal BNA** Number of units:**16**
☐ Extend by Text	N/A	
☐ CITY NEWS	$3.00 per machine	**Strada Pal BNA** Number of units**: 16**

3. PAYMENT TERMS

☑ Quarterly billing
☑ 30 Day Payment Terms from receipt of invoice

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4. GENERAL TERMS AND CONDITIONS

4.1. MTP DELIVERY OF SERVICES UNDER AGREEMENT

4.1.1 MTP will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,

4.1.2 MTP will provide the Services with care and skill consistent with applicable industry standards.

4.1.3 MTP will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during MTP's regular business hours (Monday-Friday 8:00am/5:00pm CST) excluding holidays.

4.1.4 MTP will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.

4.1.5 MTP will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.

4.1.6 MTP will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

4.1.7 MTP will convene regular Service review meetings with Customer to review Service history.

4.1.8 MTP will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.

4.1.9 MTP will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in *Appendix C.*

4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.

4.2.3 Customer will submit all requests into MTP's Technical Support using the contact method specified in *Appendix A* and provide all necessary information to permit MTP to perform the required services.
Customer will update MTP in writing of any changes to such information (especially any change of address) and be available to work with the MTP's support resource assigned to the support request.

4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in *Appendix B*.

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4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, MTP will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to MTP for the full performance of the Additional Work.

4.3.1 Evaluation or Procurement of new software or hardware.

4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with MTP products or Services including Customer and third party systems.

4.3.3 Deployment of a new software release at the machine.

4.3.4 Tariff or parameters changes.

4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.

4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure MTP's proposal properly addresses Customer's needs, MTP requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to MTP specification.

4.3.7 Assistance with Parkfolio back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.

4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Parkfolio back office application, the Multi-space meters or its associated operating environment, in which the MTP products are functioning.

4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete.

4.3.10 Re-training of staff and any additional new hire training after initial training.

4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

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4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to MTP the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

4.4.1 MTP will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.

4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.

4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to MTP under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed [$10,944] per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.

4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.

4.4.5 If amounts due and owing MTP remain unpaid past the due date, MTP shall be entitled to interest of five percent (5.00%) commencing on the due date of the payment.

4.4.6 If amounts due and owing MTP remain unpaid for sixty (60) calendar days from the due date, MTP shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

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4.5. TERMINATION

4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by MTP for legal or equitable relief. Customer shall provide MTP written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to MTP all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.

4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to MTP.

4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between MTP and Customer, MTP shall immediately proceed with the following actions:

4.5.2.1.1 Stop work as specified in the Notice

4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.

4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated

4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.

4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.

4.5.2.1.6 Complete performance of non-terminated work

4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay MTP all amounts due and owing under the Agreement up to the date of termination, all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement, and ten (10%) percent of the difference between the Total Agreement Price and all payments due to MTP prior to termination of the Agreement.

4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:

4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;

4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

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4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.

4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, MTP shall be paid any amounts owed under the Agreement up to the date of termination.

4.5.5 MTP shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by MTP in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of MTP (or the third-party who has granted MTP the right to use such rights) and nothing in this Agreement or MTP's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of MTP or any third-party.

4.6.2 Customer acknowledges that the name "MTP" and any other trademark, brand name, trade name and logotype associated with the Products or services of MTP (hereinafter referred to as "MTP Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being MTP or one of its affiliates, and that Customer has no right, title or interest in MTP Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.

4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.

4.6.4 MTP shall defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by MTP, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to MTP in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that MTP directs and controls such defense.

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4.6.5 Software licensing: MTP will provide Customer a license to use Pay Station software and Parkfolio back office. MTP does not provide software or licensing for software being used with MTP products that is not part of the MTP Pay Station, Parkfolio back office, or other MTP products provided by MTP to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party’s sole and absolute discretion. Provided the other Party’s prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.

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4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of MTP Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statues, sufficient notice shall be provided to MTP to permit MTP to contest such disclosure.

4.8. LIABILITY AND WARRANTY

4.8.1 This clause sets out the liability of MTP in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) MTP's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of MTP arising under or in connection with this Agreement.

4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall MTP be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.

4.8.3 MTP Multi-space meters communicate through public cellular communication networks. MTP shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. MTP's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, MTP shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of MTP.

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4.8.5 MTP shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of MTP services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the MTP's services.

4.8.6 MTP's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to twenty-five (25%) percent of the remaining contract value in the year in which the damages occurred.

4.8.7 MTP makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. MTP may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. MTP will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

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4.9. EXTENSION OF TIME FOR FORCE MAJEURE

4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of Texas.

4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Moorestown, New Jersey. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

4.11. CONTRACT DOCUMENTS

4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:

- Changes, modifications, amendments and extension of this Agreement
- The Agreement including its Appendices,
- MTP's Response to Bid # _____ dated _____
- Customer's Request for Proposal or Information for Bidders issued _____ as amended.

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4.12. NOTICES

4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.

4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

Mitchell Adding Machine Co. Inc. DBA
Mitchell Time and Parking
4806 N. IH 35
Austin, Texas 787851
USA
Attention: Mr. Gary J. Hobbs

City of Galveston
_____
_____
USA
Attention: _____

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4.13. GENERAL

4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.

4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.

4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective or the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.

4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.

4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. MTP shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover MTP for any type of loss which might result to MTP or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that MTP is not an employee of the Customer.

4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.

4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of MTP and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

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4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For City of Galveston	**For Mitchell Time and Parking**
Date: _____/_____/_____	Date: _____/_____/_____
Name: Butch Stroud as	Name: Gary J. Hobbs as
Title: Parking Manager for The City of Galveston	Title: President for Mitchell Adding Machine Co. Inc. DBA Mitchell Time and Parking
Signature: _____	Signature: _____
By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.

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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

MTP will provide Level II Remote Technical Support between the hours of 8:00AM and 5:00PM CST Monday through Friday excluding company holidays. The primary method of contacting MTP is via email:

Service@mitchelltimeandparking.com

In a situation where Level I Service is exhausted and is of an urgent nature you may contact MTP Level II Remote Technical Support via telephone at

Office: **512.371.7773**

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APPENDIX B

MTP RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

Service@mitchelltimeandparking.com

Phone: Please call 512.371.7773
Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Central Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization **(RMA)** is required PRIOR to the physical return of the product:

1. MTP will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to MTP and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to MTP. MTP is responsible for standard ground freight charges of replacements.
5. Once MTP has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a MTP Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. MTP will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. MTP will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged $175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to MTP and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

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APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing MTP's Pay Stations have successfully completed the full training program provided by MTP and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with MTP Level II Service and be available to work with the MTP support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13 Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to MTP as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to MTP upon demand.
15. Archive data and historical analysis for data older than 90 days.

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Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by MTP.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level IObtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for MTP Level II support and be available to work with MTP support resource assigned to the support request.

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APPENDIX D

WHOOSH - MOBILE PHONE SOLUTION

MTP offers a service called WHOOSH. This Service is used to make remote payment for municipal parking, and MTP, via the WHOOSH platform, is the technical intermediary between a parking user ('User") of the WHOOSH Service and Customer. The WHOOSH platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the rights and obligations of MTP and Customer with respect to MTP's provisions of WHOOSH Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:

- ANNEX 1 - Scope of the WHOOSH Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 – DESCRIPTION OF THE WHOOSH SERVICE

WHOOSH is a service rendered by MTP; it enables Users having activated the Service to make remote payments for parking.
The WHOOSH Service makes possible:

- Registration by the User for the WHOOSH Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,

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- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- MTP makes available and manages:
  - The WHOOSH Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
  - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- MTP shall provide access to the payment platform used for Internet payment transactions via credit card.
- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

4.1 In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the WHOOSH Service as defined in *Annex 2*. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.

4.2 MTP will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay MTP all such Service Fees that it collects.

4.3 The Service Fees shall be payable within twenty days of invoice date.

4.4 MTP reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

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ARTICLE 5 – MTP'S COMMITMENTS

5.1 MTP undertakes to provide the expertise and care necessary to provide the WHOOSH Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 MTP warrants that the WHOOSH Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, MTP may in its sole discretion suspend the provision of the WHOOSH Service in the following situations:

- Suspension of the WHOOSH Service with advance notice of one working day, by any written means:
  - Installation of updates
  - Maintenance of the System and/or scheduled Maintenance
  - Service Fee payment delay in excess of 60 days.
- Suspension of the WHOOSH Service without advance notice:
  - Risks for the smooth functioning or safety of the infrastructures or equipment,
  - Technical or maintenance work by MTP on its infrastructures or equipment,
  - Fraud detected or reported,
  - Suspected or reported wrongful, fraudulent, unlawful use of the WHOOSH Service,
  - Failure to perform by a third-party and necessary to the rendering of the WHOOSH Service, including, but not limited to, the suppliers and operators of the telecommunications network.
  - And, more generally, in all emergency situations.

Regardless of the circumstances, MTP shall inform Customer of any suspension as soon as reasonably possible.

5.3 Back office

MTP shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the WHOOSH Service.

These tools draw on the infrastructure and platform managed and hosted by MTP. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

MTP shall collect information regarding Users' payments and shall make this information available on the Platform for Customer use. MTP shall continue to be the owner of this information.

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5.4 Changes to the Services

MTP may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, MTP shall inform the Customer by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1 Customer must carry out all operations that are necessary prior to the launch of the WHOOSH Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to MTP any information useful to the implementation of the WHOOSH Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2 Customer undertakes to render the WHOOSH Service in accordance with MTP's recommendations and pursuant to the terms and conditions of the WHOOSH Service, provided to the User on the WHOOSH application and on the WHOOSH web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the WHOOSH Service for purposes other than those related to the WHOOSH Service.

6.4 Customer acknowledges that the WHOOSH Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by MTP.

In this connection and pursuant to standard terms of the service provider chosen by MTP, Customer acknowledges the importance of complying with the security rules.

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For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVVs)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of MTP's payment service provider shall supply several automatic or manual methods permitting MTP to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

MTP strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and MTP reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to MTP's liability.

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ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes MTP to engage in marketing, business analytics and advertising campaigns for the promotion of the WHOOSH Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, MTP hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the WHOOSH name and logo in the conditions defined below:

MTP shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the WHOOSH Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by MTP's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain MTP's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to MTP as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws MTP shall keep full files of all of the information and data collected from Users. MTP shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. MTP shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. MTP undertakes to implement mechanisms to monitor access to these data.

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ARTICLE 9 - SUSPENSION

MTP reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to MTP by registered mail with return
- In the event of non-conforming use of the Products or Services
- And, more generally, if the Agreement provides for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, MTP shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if MTP is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

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ANNEX 1

SCOPE OF THE WHOOSH SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The WHOOSH Service permits:

- The registration of users for the service via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet browser and access to the dedicated site `www.whooshstore.com` and `m.whooshstore.com`
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the WHOOSH Service;
- The handling of complaints communicated by the Customer;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

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INFRASTRUCTURE

The WHOOSH Service is provided in SaaS mode.

MTP shall supply:

- access to the WHOOSH Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

MTP manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

MTP shall ensure the conformity of the WHOOSH Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALIZATION

1. MTP shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.
2. MTP shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. MTP shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:
   a. The telephone number of customer service;
   b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the Whoosh Service.
4. MTP shall provide either standard items enabling the Customer to create its communications media, or the standard models made by MTP; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

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5. MTP undertakes to process all of the data with the strictest possible confidentiality.

6. Customer undertakes to perform the following obligations:

   a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform MTP in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:

      i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
      ii. List of the names of zones
      iii. GPS coordinates of the zones in question
      iv. Names and titles of the users of the monitoring service
      v. Agreement on communication to the public (stickers, flyers and any promotional content)
      vi. Agreement on any communications content (label, websites, naming review, etc.)
      vii. Agreement on the list of applicable rates
      viii. Confirmation of use of the monitoring API supplied by MTP; any use of another interface shall be quantified and be the subject of a specific timetable.

   b. To supply to MTP the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform MTP immediately in the event of any change.

   c. To authorise MTP to use the parking data for statistical purposes

   d. To ensure the security and conformity of the use of the system by its agents.

   e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.

   f. To only use the Service in accordance with the instructions given by MTP, for its proper management.

   g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by MTP.

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ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, MTP shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, MTP shall notify the Customer of the official launch of the Service.

SUPPORT

MTP shall provide a support service in accordance with the conditions described in *Annex 3*, "Service Availability and Levels".

In this connection, MTP shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the WHOOSH Service;
2. Ensure that the technical support is available during business hours 8:00AM and 5:00PM CST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the WHOOSH Service.

UPGRADE MAINTENANCE

MTP is entitled to modify the Service

MTP shall be responsible for the corrective and upgrade maintenance of the WHOOSH Service. In this case, MTP can suspend the supply of the Service in the conditions defined in this agreement.

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ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is $0.20 per transaction.

REVISION OF PRICES

MTP reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

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ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which MTP is committed and the financial liability of MTP to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the WHOOSH Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE WHOOSH SERVICE

1.1 MTP shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.

1.2 MTP shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.

1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.

1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

ARTICLE 2 - MONITORING OF THE SERVICE

2.1 The Service is monitored in two ways:

- Active monitoring: MTP's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for MTP's technical support department to be informed as quickly as possible.
- Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address info@whooshstore.com

2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

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ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, MTP shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 5:00PM CST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

3.1 MTP offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.

3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:

- Errors following the configuration based on incorrect information supplied by Customer,
- Supply by Customer or its users of incorrect or incomplete data needed by MTP to properly execute a transaction,
- Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
- Failures by Customer or by its users to comply with MTP's procedures,
- Malfunction of the equipment of Customer or of its users,
- Unavailability of telecommunications lines,
- Unavailability of Internet access,
- Unavailability of the acquirer's authorisation equipment,
- Force majeure,
- Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

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3.3 Notification and beginning of an incident

Customer shall inform MTP of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See *Article 5*, Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the MTP technical support department.
- Outside working hours: by e-mail, only to the address info@whooshstore.com. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM CST, Monday to Friday excluding company holidays.

3.4 If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

ARTICLE 4 - RESPONSE TIME

4.1 MTP guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, MTP would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the MTP payment service provider and excludes any transaction consolidation mechanism.

4.2 Response time is measured from time of receipt of the payment request by MTP until the sending by MTP of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM CST, excluding legal holidays and Company published holidays.

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ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

MTP undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that MTP becomes aware of the problem.

If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, MTP shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, MTP nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

		Intervention time commitment vs. Technical Support Working hours	
Severity	Description	During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via Whoosh.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

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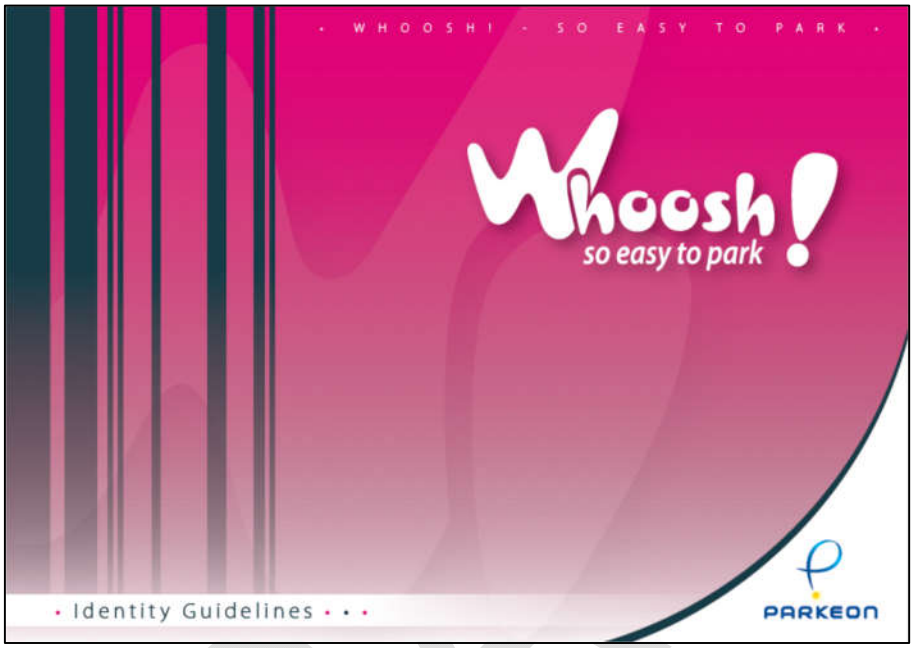
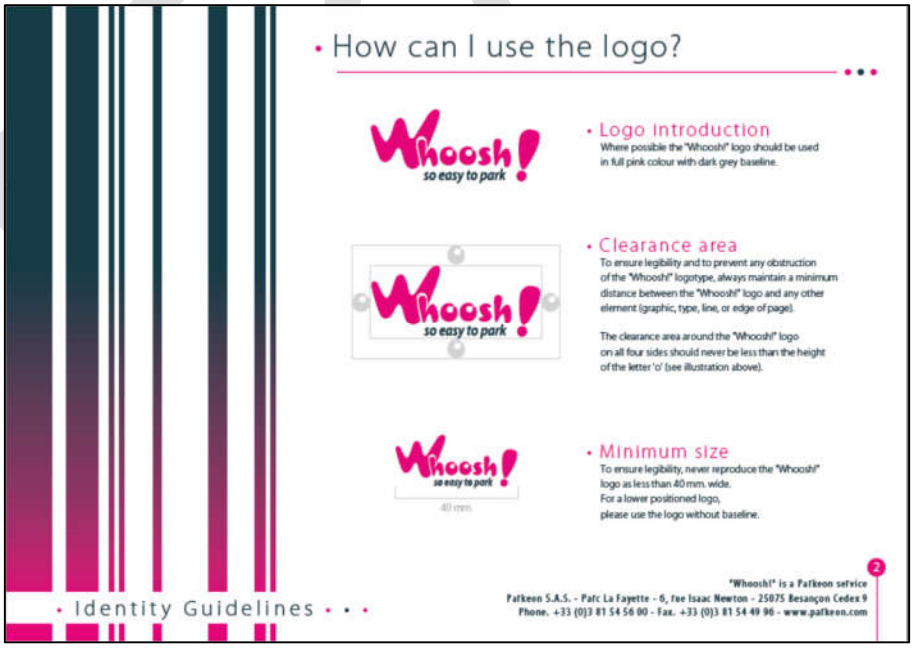
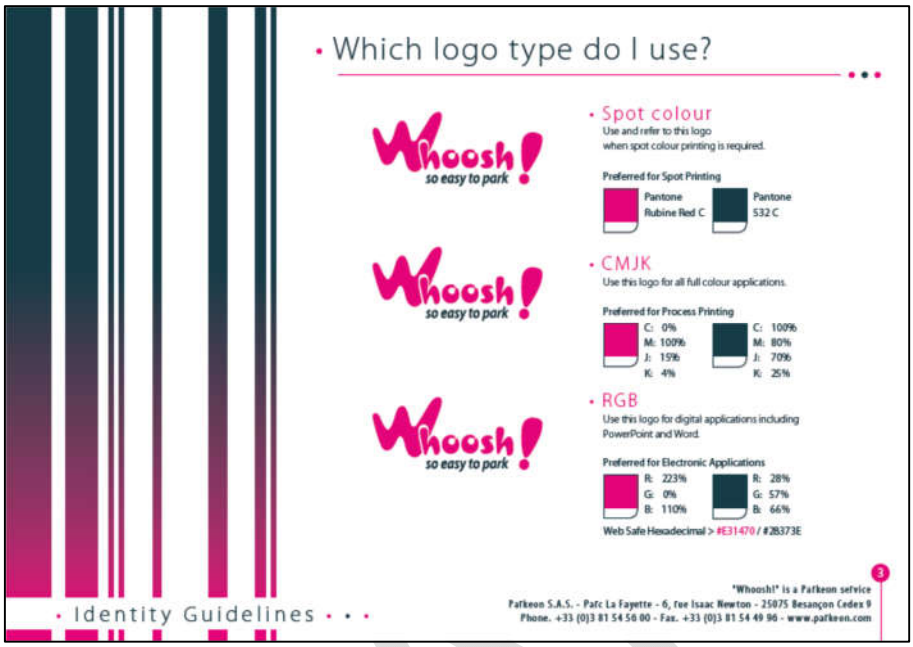
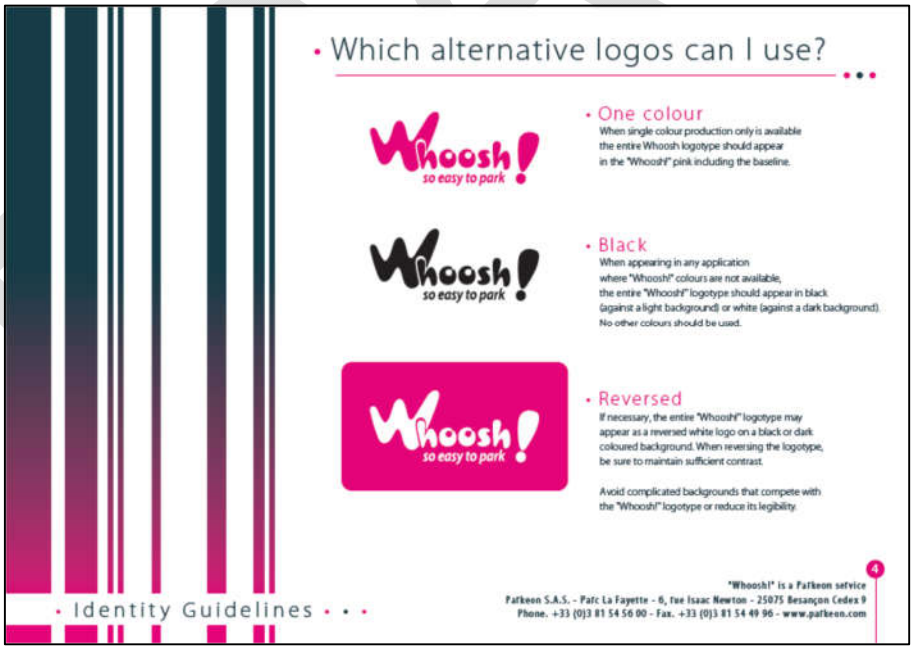
ANNEX 4

CORPORATE STYLE GUIDE






Which logo type do I use?
Whoosh! so easy to park
Spot colour
Use and refer to this logo when spot colour printing is required.
Preferred for Spot Printing
Pantone Rubine Red C
Pantone 532 C
CMJK
Use this logo for all full colour applications.
Preferred for Process Printing
C: 0% M: 100% J: 15% K: 4%
C: 100% M: 80% J: 70% K: 25%
RGB
Use this logo for digital applications including PowerPoint and Word.
Preferred for Electronic Applications
R: 223% G: 0% B: 110%
R: 28% G: 57% B: 66%
Web Safe Hexadecimal > #E31470 / #2B373E
Identity Guidelines
"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone. +33 (0)3 81 54 56 00 - Fax. +33 (0)3 81 54 49 96 - www.parkeon.com
3


Which alternative logos can I use?
Whoosh! so easy to park
One colour
When single colour production only is available the entire Whoosh logotype should appear in the "Whoosh!" pink including the baseline.
Black
When appearing in any application where "Whoosh!" colours are not available, the entire "Whoosh!" logotype should appear in black (against a light background) or white (against a dark background). No other colours should be used.
Reversed
If necessary, the entire "Whoosh!" logotype may appear as a reversed white logo on a black or dark coloured background. When reversing the logotype, be sure to maintain sufficient contrast.
Avoid complicated backgrounds that compete with the "Whoosh!" logotype or reduce its legibility.
Identity Guidelines
"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone. +33 (0)3 81 54 56 00 - Fax. +33 (0)3 81 54 49 96 - www.parkeon.com
4

Which alternative logos can I use?

Whoosh!

Without the baseline
If necessary, the "Whoosh!" logo can be used without the baseline "so easy to park".

"Whoosh!" initials
Additional graphic element issued from the applications.

"Whoosh!" applications icon
Icon for "Whoosh!" applications.

Identity Guidelines

"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone. +33 (0)3 81 54 56 00 - Fax. +33 (0)3 81 54 49 96 - www.parkeon.com

5

Which fonts should I use?

Main Content Fonts
Fonts to use for the main content of any Whoosh presentation material (body copy).

Myriad Pro Light / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Regular / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Semibold / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Bold / *Italic*
AaBbCc1234 - *AaBbCc1234*

Substitute Fonts
Please use ARIAL (normal - bold - italic - bold italic) for all digital mediums and web use or when Myriad Pro is not available.

Identity Guidelines

"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone. +33 (0)3 81 54 56 00 - Fax. +33 (0)3 81 54 49 96 - www.parkeon.com

6

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of May 1, 2020 (the "Effective Date") between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 1168 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Galveston, a provider of parking services, with its head office at: 823 Rosenberg, Galveston, Texas 77553 ("Client").

RECITALS

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

Under this Agreement, the designated areas for paid parking are: (a) the north and south sides of Seawall Boulevard from 6th Street to 61st Street and from 81st Street to the end of the Seawall Boulevard ("Galveston Parks Board Area"), and (b) downtown area of Galveston ("City of Galveston Area").

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Initials

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

2.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. ~~Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.~~

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice. Additional testing thereafter shall be conducted upon written approval of the Client.

2.4 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement. ~~t. Client agrees to pay for all PayByPhone development costs required to maintain such integration.~~ PayByPhone will notify Client, in advance, of any such integration costs ~~that could be added~~ associated. The Client is not responsible for any additional third party costs.

Section 3 EXCLUSIVITY

Client agrees that PayByPhone ~~will be~~ is the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client during the term of this agreement, including, but not limited to, all wireless payment applications employing wireless devices to pay for parking at the specific Client parking lots where PayByPhone is deployed pursuant to this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

4.1.1 Client agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage for the initial implementation at Client's locations offering PayByPhone as mobile payment service provider. Client agrees to use PayByPhone's standard signage template for locations offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each pay station, plus one at each level of the parking structure without a pay station. Additionally, one decal will be placed on each pay station and/or meter. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement signs and decals which may be required in the future.

4.1.2 Standard PayByPhone signage template is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone consumer branding standards.

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4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 Each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnified Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

Initials

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CUSTOMER INFORMATION

5.2.1 PayByPhone maintains complete records of all information and data collected or used by PayByPhone from, or relating to its customer in relation to this Agreement, including, without limitation, any data collected from customers upon registration of a PayByPhone account, data collected on parking transactions including financial information, data collected on customers' mobile devices, and derivative data used and stored in PayByPhone databases (the "User Data").

5.2.2 PayByPhone obtains, stores and uses such User Data only in accordance with applicable laws.

5.2.3 PayByPhone shall retain exclusive ownership of all rights, including Intellectual Property rights, in and to the User Data.

5.2.4 PayByPhone may provide to the Client from time to time, throughout the duration of this Agreement, part of the User Data for the following purposes:

i) Such that the Client may use the User Data for parking enforcement;

ii) In respect of any enforcement proceedings for parking citations or penalties issued by the Client during the Term of this Agreement until such time as any such proceedings are resolved; and

iii) As the Client's internal and external auditors may reasonably request regarding compliance by PayByPhone with applicable laws and with its own privacy policy.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the "Initial Term") from the date signed unless earlier terminated in accordance with this Section 6.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for two (2) additional terms of one (1) year each (each a "Renewal Term"), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the "Term".

6.2 TERMINATION

Initials

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

6.2.1 Termination for Convenience,

The Client may, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to PayByPhone. In the event of termination for convenience, PayByPhone shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date.

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Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and

iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

Except as expressly set forth in this agreement, and as permitted by law, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone ~~or any third parties~~ in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

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8.2 INDEMNIFICATION

Subject to Section 8.3, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and any against any and all third party claims, actions, losses (collectively, "Losses") resulting from or arising out of the Indemnifying Party's breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party's expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party's written consent, which shall not be unreasonably withheld.

8.3 LIMITATION OF LIABILITY

Initials

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each location via the PayByPhone BackOffice. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Neither party will disclose the other party's confidential or proprietary information, including User Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i) with the other party's consent;

ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;

iii) when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

(a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records;

(b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

(c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

(d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. ~~The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.~~

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Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the consent of the other. Such consent may not be unreasonably withheld.

10.2 NO AGENCY

Initials

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Texas~~Province of British Columbia, Canada, excluding the application of any conflict of laws principles and/or rules~~. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Galveston, Texas, ~~British Columbia, Canada~~ and consent to the personal and exclusive jurisdiction and venue of these courts.

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10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

Initials

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile or electronic signature shall be deemed original for all purposes hereunder.

10.11 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.13 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.14 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.15 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

City of Galveston	PayByPhone Technologies Inc.
Signature: _____	Signature: _____
Name: _____	Name: Jules Marshall
Title: _____	Title: VP Finance
Notice Address: 823 Rosenberg Galveston, Texas 77553	Notice Address: #403 – 1168 Hamilton St. Vancouver, British Columbia, V6B 2S2

Initials

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by mobile phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING

FOR CITY OF GALVESTON AREA:

One Time Setup Fees:	
Mobile payment services setup	Waived[1]
Each locations setup after initial deployment phase	Waived
Integration with third party	TBD
Monthly Fees:	
Monthly minimum	Waived[2]
Per Transaction Charges:	
Consumer pays to the City and City pays to PayByPhone (convenience fee added to price of parking)	$0.20
City pays to PayByPhone (convenience fee absorbed by the City)	$0.00~~17~~

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FOR GALVESTON PARKS BOARD AREA:

One Time Setup Fees:	
Mobile payment services setup	Waived[1]
Each locations setup after initial deployment phase	Waived
Integration with third party	TBD
Monthly Fees:	
Monthly minimum	Waived[2]
Per Transaction Charges:	
City pays to PayByPhone (convenience fee absorbed by the City)	$0.20~~22~~

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Initials

NOTES:

1. One time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees.
3. Client's own credit card processing and merchant banking fees will apply.
4. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing
5. In the event that PayByPhone is the only form of payment, the client will be responsible for 100% of the call centre cost as a pass through.
6. All fees and charges are payable within 30 days of invoicing.

Initials

Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	**$250**	**$315**
Senior Product Manager	**$250**	**$315**
Creative Services	**$200**	**$250**
Project Manager	**$200**	**$250**
Programmer / Developer	**$200**	**$250**
Implementation Manager	**$175**	**$225**
Consumer Adoption Strategist	**$150**	**$200**
Application Trainer	**$125**	**$150**
Support Agent	**$125**	**$150**
Tester	**$125**	**$150**

Initials

Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Initials

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

Initials

City Marshal's Office

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

May 11, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Butch Stroud, City Marshal

RE: Consider for the approval a 3-year contract with Mitchell Time and Parking, with the option to extend the contract for two one-year terms, for a total of five years. We will be utilizing the National Cooperative Purchasing Alliance with Parkeon using the contract number 05-39. This contract will give the city continued support and maintenance for the 16 Strada Pay Stations in the downtown area, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. Funding will be from the Parking Management Fund.

I. Background

A. The Marshals Office already owns the software for these electronic pay station.

B. We are currently using Mitchell Time and Parking to provide the support and maintenance and have been for over five years.

C. Parkeon provides the software support for the electronic pay stations.

D. Mitchell Time and parking has been proven, reliable and dependable to provider for the last 5 years.

E. Parkeon has be proven to provide reliable and dependable software support for the last 5 years.

II. Current Situation

Concur in Alternative A and a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years. We will be utilizing the National Cooperative Purchasing Alliance with Parkeon using the contract number 05-39. This contract will give the city continued support and maintenance for the 16 Strada Pay Stations in the downtown area, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. Funding will be from the Parking Management Fund.

III. Alternatives in order of priority

A. Approve the contract to Mitchell Time and Parking.

Cost –	Support:	$10,933 per year
	Maintenance:	$22,300 per year
	Total:	**$33,244 per year**

1. Timing – This contract is necessary immediately to prevent interruption of our support and Maintenance of the 16 Strada pay station.

2. Departmental Improvements – This contract will ensure that the Parking Enforcement Division of the Marshals Office continues to provide options for people to pay for parking.

B. Do not approve the contract to Mitchell Time and parking.

1. Cost – No cost

2. Timing – N/A

3. Departmental Improvements – No improvements which will hinder people's options to pay to park.

IV. Recommendation

Concur in Alternative A and approve a 3-year contract, with the option to extend the contract for two one-year terms, for a total of five years. We will be utilizing the National Cooperative Purchasing Alliance with Parkeon using the contract number 05-39. This contract will give the city continued support and maintenance for the 16 Strada Pay Stations in the downtown area, which the Marshals Office, Parking Enforcement Division, already have in operation for paying to park and authorize the City Manager to execute the contract upon final approval by the City Attorney. Funding will be from the Parking Management Fund.

V. Fiscal Impact Report

Requested by:	Butch Stroud City Marshal
Funding Source:	Parking Management Fund **Acct: 1096-913650-531026-425600**
Cost of Implementation:	$33,244 per year

Additional Information:

We will be utilizing the National Cooperative Purchasing Alliance contract #05-39 with Parkeon.
Mitchell Time and Parking is an authorized reseller/distributor for Parkeon

.

Respectfully Submitted,

Butch Stroud
City Marshal

SALES AGREEMENT BETWEEN MITCHELL TIME AND PARKING AND THE CITY OF GALVESTON

AGREEMENT BETWEEN MITCHELL TIME AND PARKING AND THE CITY OF GALVESTON. FOR MAINTENANCE OF 16 STRADA PAL BNA PARKING METERS

DRAFT

MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING
4806 N IH 35
AUSTIN, TEXAS 78751
512.371.7773

4/20/2020

DRAFT

MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING
4806 N IH 35
AUSTIN, TEXAS 78751
512.371.7773

This Agreement is made and entered into this _____ day of _____, 2020 , by and between MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING., (hereinafter "Contractor") and Client City of Galveston (hereinafter "The Client")

WITNESSETH

WHEREAS, the Contractor has been awarded a contract with the National Cooperative Purchasing Alliance for the provision of PARKING METERS, SINGLE AND MULTI-SPACE ("Agency Contract"); and **WHEREAS,** the City has the authority to enter into a cooperative purchase contract with Contractor using the Agency Contract
; and
WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of services and goods rendered by Contractor.
NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. SCOPE OF SERVICES. The goods and services to be provided in connection with this Agreement are outlined in Exhibit …of this agreement. Said goods and services shall be provided in accordance with the applicable terms and conditions set forth in the Client solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either in the solicitation document or the Response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) the Client's solicitation; (3) the Contractor's response.

All associated costs and pricing are outlined in Exhibit A of this agreement.

This Agreement shall not be binding upon the parties until it has been executed by both parties.

2. COMPENSATION
During the term of this Agreement, Client shall compensate the Contractor in accordance with the Pricing Schedule attached hereto and incorporated herein by reference as Exhibit A. which includes all reimbursable expenses. All other fees reflected on Exhibit A shall be directly invoiced monthly by Contractor to Client in accordance with the INVOICES section set forth below.

3. INVOICES
The Contractor shall submit original invoices for all fees to be invoiced on a monthly basis as reflected on Exhibit A, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance reasonably acceptable by the Client and with all reasonably necessary supporting documentation, to the Client. The invoice shall describe the services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates.
Invoices shall be submitted to: …….
The Client shall remit payment based on the Contractor's invoice within thirty
(30) days after receipt of accurate invoice. If Contractor fails to receive timely payment as set forth herein, then Client shall pay interest on overdue sums in the amount of 1.5% per month compounded daily until actual payment of the overdue sum. Client shall pay the interest together with the overdue sum.

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4. TAX PAYMENTS

Prices set forth in the Pricing Schedule are exclusive of sales, use and other taxes. If client claims exemption from Federal Excise, State and Local Taxes, it must provide tax exemption certificates to the Contractor.

5. TITLE & RISK

Risk of loss of any goods hereunder shall not pass to the Client until the Client actually receives and takes possession of the goods at the point or points of delivery. Title shall pass upon payment in full for goods.

6. PATENT INDEMNIFICATION

The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the Client, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by Client hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

7. SHIPMENTS

Partial shipments may be allowed unless otherwise stated in writing by Client. The Contractor shall not ship excess quantities without the Client's prior written approval. Contractor shall not be liable for any delay in delivery of goods that is caused by events outside of its control or Client's failure to provide adequate delivery instructions.

8. ENTIRE AGREEMENT

This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement. This Agreement is solely for the benefit of Client and Contractor.

9. HEADINGS

Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

10. MODIFICATION AND AMENDMENT

This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

11. CHANGES

The parties hall have the right at any time to propose written changes to the work performed hereunder. Any difference in price or other terms resulting from such proposed changes shall be negotiated in good faith and agreed between the parties before such changes become effective and this Agreement is modified in accordance with paragraph 10.

12. RIGHTS IN DATA

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The Contractor agrees that Client data or compilations thereof produced under this Agreement shall remain the property of the Client and shall not be published by the Contractor or any other party without the express prior written consent of the Client. In implementing the foregoing, the Contractor hereby grants and assigns to the Client all rights and claims of whatever nature, whether now or hereafter, arising in and to such Client data and compilations thereof and shall cooperate fully with the Client in any steps the Client may take to obtain copyrights, trademark or like protections with respect thereto.

13. INTELLECTUAL PROPERTY

Subject to Article 12 above, any intellectual property provided or prepared by Contractor in connection with this Agreement shall remain the exclusive property of Contractor, except that Contractor shall supply to Client a non-exclusive non-transferable license solely to the extent required for use by the Client of deliverables provided hereunder, and performance of maintenance by Client and its authorized agents upon the deliverables provided hereunder, for the time that the deliverables remain in service for their intended use. Customer agrees that intellectual property licensed shall be used solely for the limited purposes described in this paragraph, and shall be kept confidential by the Client, its employees, and authorized agents as applicable pursuant to this paragraph. Client acknowledges that, in respect of any third party intellectual property rights, the Client's use of such rights is conditional upon Contractor obtaining a written license from the relevant licensor on such terms as will entitle Contractor to license such rights to Client.

14. EMPLOYMENT OF CLIENT WORKERS

The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the Client.

15. CONTRACTOR'S PERSONNEL

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the Client's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the reasonable opinion of the Client, is incompetent, whose conduct becomes detrimental to the work, or whom the Client deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the Client's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The Client shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Client. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the Client the right to direct the Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the Client only as to the intended results of the scope of this Agreement.

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It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the Client shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

17. TERMINATION

1. It shall be cause for the immediate termination of this Agreement for cause if:

a. the Client reasonably determines that the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the Client's consent or approval; or

c. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

d. the Client fails to make timely payment of sums due under this Purchase Order and then fails to cure such default by making payment of all sums owed and due within ten (10) business days of written notice to cure. (The Contractor, without limitation of its other rights and remedies including the right to later terminate for cause, may elect to suspend performance in the event of uncured nonpayment.)

e. a party commits a material breach of its obligations under this Agreement and (if such breach is remediable) then fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so from the other party.

f. a party abandons performance of this Agreement.Upon termination for cause the Client shall pay the seller for all outstanding invoices and an invoice shall be issued for goods and services provided but not previously invoiced, which invoice shall be immediately payable.

3. The Client may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to the Contractor. In the event a purported termination for cause by the Client is in error, then such termination shall be deemed to be a termination for convenience under this section. In the event of termination for convenience or wrongful termination for cause deemed a termination for convenience, the Contractor shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date, together with its reasonable termination costs and lost profits with respect to this Agreement.

18. CONFLICT OF INTEREST

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the Client, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Client as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the Client shall have the right to recover or withhold the full amount of such gratuities.

19. GENERAL COMPLIANCE WITH LAWS

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Texas and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall comply with

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federal, state and local laws applicable to performance of this Agreement.

20. NON-DISCRIMINATION

The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Client reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the Client.

21. EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

22. SEVERABILITY

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

23. NO WAIVER OF CONTRACTUAL RIGHT

No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto . No delay or failure of a party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of that party’s right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained.

24. ORGANIZATION STATUS AND AUTHORITY

The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Delaware; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement on behalf of the parties represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

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25. WARRANTY

The Contractor warrants to the Client that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. Contractor specifically warrants that, if Client gives notice in writing during the warranty period within a reasonable time of discovery that some or all goods or services provided hereunder do not comply with the warranty provided under the paragraph, and Contractor is provided with proof of the same and reasonable opportunity to investigate including examination of such goods/services, then Contractor shall, at its option, repair or replace the defective goods or services, or refund the price paid for such goods or services. Excluded hereunder are without limitation non-conformances, defects and damage arising from ordinary wear and tear, abuse, negligence, vandalism, willful damage or abnormal working conditions, or due to failure to follow Contractor's oral or written instruction with respect to storage, installation, commissioning, use or maintenance. This warranty shall be effective for a period of one (1) year from the date of successful verification testing of the system The warranty shall survive the termination or expiration of this Agreement. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONTRACTOR WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. THE REMEDY PROVIDED IN THIS PARAGRAPH CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY.

26. DISPUTE RESOLUTION

In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

27. FORCE MAJEURE

The Contractor shall not be deemed in default hereunder, nor shall the Contractor be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts of governmental authorities or acts of nature or other similar cause beyond its control.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the
parties hereto and their respective heirs, legal representatives, successors and assigns.

29. NOTICES

All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

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To the CONTRACTOR : MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING 4806 N IH 35 AUSTIN, TEXAS 78751
512.371.7773

To the CLIENT: City of Galveston, Director of Parking, Butch Stroud

30. CONFIDENTIALITY

The parties including their employees, consultants, agents, affiliates, assigns and successors shall keep in strict confidence all technical or commercial know-how, specifications, inventions, proprietary information, processes or initiatives which are of a confidential nature that may have been disclosed to one another in connection with this Agreement. In the event one party receives a subpoena or other validly issued administrative or judicial process requesting the other's confidential information, the first party shall provide prompt actual notice to the other party of such receipt, so as to provide the other party with a reasonable opportunity to intervene in the proceeding before the time that first party is required to comply with such subpoena or other process.

31. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for consequential (which shall be deemed to include but not be limited to lost parking revenue), incidental, exemplary or special damages of any nature and under any legal theory. Contractor's total liability to Client in connection with or as arising under this Agreement shall be limited to 25% of the total price set forth in the Pricing Schedule. This paragraph shall survive termination of this Agreement.

32. NUMBER AND GENDER

Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

33. SURVIVAL

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

34. DRAFTER

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

35. COUNTERPARTS

This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

36. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in courts within the State of New Jersey, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of courts within the State of New Jersey.

37.

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38. INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 1,000,000
General Aggregate Limit $ 2,000,000
Products/Completed Operations $ 1,000,000
Personal and Advertising Injury $ 1,000,000

B. Endorsements Required

II. Business Automobile Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

B. Endorsements Required

III. Worker's Compensation
A. Limits of Liability [Sum?]

IV. Employer's Liability
A. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit
V. Umbrella Policy (Excess Follow Form)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 2,000,000
Aggregate $ 2,000,000

39. ATTORNEY'S FEES
If any action at law or in equity is necessary due to a dispute and/or to enforce or interpret the terms of this Agreement, the parties will bear their own attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement, effective as of the day and year first above written.

CLIENT **MITCHELL TIME AND PARKING**

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By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

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Exhibit A Scope of Services

SALES AGREEMENT BETWEEN MITCHELL TIME AND PARKING AND THE CITY OF GALVESTON

Effective the date of this contract, Mitchell Time and Parking, upon receipt of payment, annually in advance, of the amount listed below, agrees to render service three times annually to the equipment listed below; to clean, adjust and make necessary replacement of parts at the time of each regular inspection and to make any necessary mechanical or programming adjustments or repairs at any time between regular inspections.

Includes three trips per year minimum. Any additional trips will be billed at a flat rate of $250.00 per trip, with no hourly labor fee. To receive next day service, a service call must be placed by NOON the day before.

This agreement is made with the understanding that the equipment listed below is in good operating condition at the date, hereof, and that said service will be rendered during regular business hours.

Parts and labor are to be furnished by Mitchell Time and Parking.

Software upgrades, and tickets are not included. It is further understood that this agreement does not cover labor or parts necessary to repair damages caused by fire, water, accident or abuse.

This agreement is not transferable and becomes void upon the sale of the equipment covered by this agreement and is subject to cancellation by either party at any time upon written notice.

Supported Equipment:		
Quantity	**Description**	**Yearly Amount**
16	**Strada Pal BNA Meters per year in advance with a 5-year contract**	**$22,300**

	From:		To:
Effective Date of Agreement:	4/1/20	Upon Signing	3/31/21

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CITY OF GALVESTON

MTP Meter Services and Level II Support Agreement

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MITCHELL ADDING MACHINE CO. INC. DBA MITCHELL TIME AND PARKING
4806 N IH 35
AUSTIN, TEXAS 78751
512.371.7773

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1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

1.1 This Agreement, dated as of [TBD], is made by and between Mitchell Adding Machine Co. Inc. DBA Mitchell Time and Parking. ("MTP") a corporation organized and existing under the laws of the State of Texas, having an office at 4806 North IH 35, Austin, Texas 78751 USA and [City of Galveston] (City of Galveston). (Individually referred to as the "Party", collectively to as the "Parties".)

1.2 MTP is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing [TBD] for an initial period of Thirty-Six (36) months (the "Initial Period'). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the "Automatic Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) MTP advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.

1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase. Fees will be increased proportionate to the current CPI and market costs for communications on the renewal date of this Agreement.

1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle MTP to terminate the Agreement.

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2. SCOPE OF SERVICES TO BE PERFORMED BY MTP

The following services (the "Services") will be provided by MTP under this Agreement.

SERVICE	LIST PRICE PER MONTH	TERMINALS
☒ [Pay-N-Display, Pay-By-Space, Pay-By-Plate] Work Spaces • Action required • Terminal Out-of-Order • Communications Problems • Maintenance Performed • Consumables • Cash Collections • Cash-In-Terminals • Parking Activity • Ticket Sales Analysis • Transactions by Payment ☐ Pay-By-Space • Enforcement web site • Enforcement ☒ Standard Work Spaces • Maintenance • Collections • Transactions • Control ☒ Customer Telephone Support	[$57.00] per machine	**Strada Pal BNA** Number of units: **16**

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CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Validation codes	$7.00 per machine	**Strada Pal BNA** Number of units:**16**
☐ Extend by Text	N/A	
☐ CITY NEWS	$3.00 per machine	**Strada Pal BNA** Number of units**: 16**

3. PAYMENT TERMS

☑ Quarterly billing
☑ 30 Day Payment Terms from receipt of invoice

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4. GENERAL TERMS AND CONDITIONS

4.1. MTP DELIVERY OF SERVICES UNDER AGREEMENT

4.1.1 MTP will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,

4.1.2 MTP will provide the Services with care and skill consistent with applicable industry standards.

4.1.3 MTP will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during MTP's regular business hours (Monday-Friday 8:00am/5:00pm CST) excluding holidays.

4.1.4 MTP will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.

4.1.5 MTP will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.

4.1.6 MTP will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

4.1.7 MTP will convene regular Service review meetings with Customer to review Service history.

4.1.8 MTP will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.

4.1.9 MTP will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in *Appendix C.*

4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.

4.2.3 Customer will submit all requests into MTP's Technical Support using the contact method specified in *Appendix A* and provide all necessary information to permit MTP to perform the required services.
Customer will update MTP in writing of any changes to such information (especially any change of address) and be available to work with the MTP's support resource assigned to the support request.

4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in *Appendix B*.

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4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, MTP will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to MTP for the full performance of the Additional Work.

4.3.1 Evaluation or Procurement of new software or hardware.

4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with MTP products or Services including Customer and third party systems.

4.3.3 Deployment of a new software release at the machine.

4.3.4 Tariff or parameters changes.

4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.

4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure MTP's proposal properly addresses Customer's needs, MTP requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to MTP specification.

4.3.7 Assistance with Parkfolio back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.

4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Parkfolio back office application, the Multi-space meters or its associated operating environment, in which the MTP products are functioning.

4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete.

4.3.10 Re-training of staff and any additional new hire training after initial training.

4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

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4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to MTP the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

4.4.1 MTP will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.

4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.

4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to MTP under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed [$10,944] per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.

4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.

4.4.5 If amounts due and owing MTP remain unpaid past the due date, MTP shall be entitled to interest of five percent (5.00%) commencing on the due date of the payment.

4.4.6 If amounts due and owing MTP remain unpaid for sixty (60) calendar days from the due date, MTP shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

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4.5. TERMINATION

4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by MTP for legal or equitable relief. Customer shall provide MTP written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to MTP all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.

4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to MTP.

4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between MTP and Customer, MTP shall immediately proceed with the following actions:

4.5.2.1.1 Stop work as specified in the Notice

4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.

4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated

4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.

4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.

4.5.2.1.6 Complete performance of non-terminated work

4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay MTP all amounts due and owing under the Agreement up to the date of termination, all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement, and ten (10%) percent of the difference between the Total Agreement Price and all payments due to MTP prior to termination of the Agreement.

4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:

4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;

4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

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4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.

4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, MTP shall be paid any amounts owed under the Agreement up to the date of termination.

4.5.5 MTP shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by MTP in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of MTP (or the third-party who has granted MTP the right to use such rights) and nothing in this Agreement or MTP's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of MTP or any third-party.

4.6.2 Customer acknowledges that the name "MTP" and any other trademark, brand name, trade name and logotype associated with the Products or services of MTP (hereinafter referred to as "MTP Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being MTP or one of its affiliates, and that Customer has no right, title or interest in MTP Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.

4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.

4.6.4 MTP shall defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by MTP, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to MTP in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that MTP directs and controls such defense.

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4.6.5 Software licensing: MTP will provide Customer a license to use Pay Station software and Parkfolio back office. MTP does not provide software or licensing for software being used with MTP products that is not part of the MTP Pay Station, Parkfolio back office, or other MTP products provided by MTP to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.

4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

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4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of MTP Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statues, sufficient notice shall be provided to MTP to permit MTP to contest such disclosure.

4.8. LIABILITY AND WARRANTY

4.8.1 This clause sets out the liability of MTP in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) MTP's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of MTP arising under or in connection with this Agreement.

4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall MTP be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.

4.8.3 MTP Multi-space meters communicate through public cellular communication networks. MTP shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. MTP's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, MTP shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of MTP.

4.8.5 MTP shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of MTP services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the MTP's services.

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4.8.6 MTP's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to twenty-five (25%) percent of the remaining contract value in the year in which the damages occurred.

4.8.7 MTP makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. MTP may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. MTP will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

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4.9. EXTENSION OF TIME FOR FORCE MAJEURE

4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of Texas.

4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Moorestown, New Jersey. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

4.11. CONTRACT DOCUMENTS

4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:

- Changes, modifications, amendments and extension of this Agreement
- The Agreement including its Appendices,
- MTP's Response to Bid # _____ dated _____
- Customer's Request for Proposal or Information for Bidders issued _____ as amended.

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4.12. NOTICES

4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.

4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

Mitchell Adding Machine Co. Inc. DBA
Mitchell Time and Parking
4806 N. IH 35
Austin, Texas 787851
USA
Attention: Mr. Gary J. Hobbs

City of Galveston
_____
_____
USA
Attention: _____

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4.13. GENERAL

4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.

4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.

4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective or the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.

4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.

4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. MTP shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover MTP for any type of loss which might result to MTP or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that MTP is not an employee of the Customer.

4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.

4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of MTP and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

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4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For City of Galveston	**For Mitchell Time and Parking**
Date: _____/_____/_____	Date: _____/_____/_____
Name: Butch Stroud as	Name: Gary J. Hobbs as
Title: Parking Manager for The City of Galveston	Title: President for Mitchell Adding Machine Co. Inc. DBA Mitchell Time and Parking
Signature: _____	Signature: _____
By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.

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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

MTP will provide Level II Remote Technical Support between the hours of 8:00AM and 5:00PM CST Monday through Friday excluding company holidays. The primary method of contacting MTP is via email:

Service@mitchelltimeandparking.com

In a situation where Level I Service is exhausted and is of an urgent nature you may contact MTP Level II Remote Technical Support via telephone at

Office: **512.371.7773**

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APPENDIX B

MTP RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

Service@mitchelltimeandparking.com

Phone: Please call 512.371.7773
Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Central Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization **(RMA)** is required PRIOR to the physical return of the product:

1. MTP will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to MTP and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to MTP. MTP is responsible for standard ground freight charges of replacements.
5. Once MTP has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a MTP Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. MTP will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. MTP will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged $175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to MTP and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

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APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing MTP's Pay Stations have successfully completed the full training program provided by MTP and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with MTP Level II Service and be available to work with the MTP support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13 Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to MTP as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to MTP upon demand.
15. Archive data and historical analysis for data older than 90 days.

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Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by MTP.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level IObtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for MTP Level II support and be available to work with MTP support resource assigned to the support request.

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ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM CST, excluding legal holidays and Company published holidays.

ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

MTP undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that MTP becomes aware of the problem.
If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, MTP shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, MTP nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

		Intervention time commitment vs. Technical Support Working hours	
Severity	Description	During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via Whoosh.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

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City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: **May 20, 2020**

To: **Brian Maxwell, City Manager**
Honorable Mayor and City Council Members

From: **Trino Pedraza, Director of Municipal Utilities**

RE: City Council to consider approval the award of a contract to Republic Services for the rental and disposal of sanitary sewer solid waste containers, from all of the City of Galveston's Wastewater treatment plants, (IRFP #20-IRFP-04), at an estimated cost not to exceed $45,000.00 annually for a term of three years with an option to extend the contract up to two (2) additional years.

I. Background

A. The final destination of all city waste is the BFI Galveston County Landfill, located at 3935 Avenue A in Santa Fe, Texas. This landfill disposal site is the closest disposal site to the City of Galveston.
B. During the wastewater treatment process, sanitary sewer solid waste (biological sludge, trash and grit) is generated and collected. The sanitary sewer solid material generated at each of the City's wastewater treatment plants is processed at the Main, Terramar, and Airport Wastewater Treatment Plants.
C. As an end result this sanitary sewer solid wastewater material must be disposed in a proper and sanitary manner.
D. Historically, the rental and disposal of the sludge waste collected at the Head Works of the Airport, Terramar, and Main plants as well as the Grit Chamber at the Main plant to the landfill was awarded to a rental and disposal company on a month to month basis.

II. Current Situation

A. The BFI Galveston County Landfill is the closest landfill site to dispose of solid sanitary sewer waste (grit, sludge, etc.). The wastewater treatment plants rent containers, and pays for the monthly disposal of grit and sludge.
B. City Council approval is needed for the City to continue rental and disposal of sludge, trash and grit collected at the waste water treatment plants.

Trino Pedraza, Director of Municipal Utilities
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

C. The City solicited informal solicitations for the contract and opened submittals on April 30, 2020 at 10:00 a.m. The City received two offers: Prestige United and Republic Services. The offers were evaluated by City staff and Republic Services was determined to provide the best value at the lowest cost to the City.

III. Issues

A. Cost
B Removal of Sludge Wastewater Materials

IV. Recommendation

City Council to approve the rental and disposal of sanitary sewer solid waste containers from the City of Galveston's Airport, Terramar, and Main Wastewater treatment plants to the Republic Services Galveston County Landfill at an estimated cost not to exceed $45,000.00 annually for a term of three years with an option to extend the contract up to two (2) additional years.

VI. Fiscal Impact Report

Requested by: **Cynthia Diaz, WWTP Division Superintendent**
Trino Pedraza, Director of Municipal Utilities

Funding Source: **Wastewater Treatment Division**

Implementation Costs: **Estimated cost not to exceed $45,000.00 annually.**

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities

Trino Pedraza, Director of Municipal Utilities
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

CONTRACT FOR SERVICES
WASTE CONTAINERS AND HAULING for WASTEWATER

This Contract (the "Contract") is made and entered into this _____ day of May, 20__, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Republic Services**, (Company), 13630 Fondren Rd., Houston, Texas 77085. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Historic District Survey", within the City of Galveston ("City") and Valenzuela Preservation Studio, LCC ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A,** identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

IRFP #20-IRFP-04 Waste Containers and Hauling for Wastewater

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES:** Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.

2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicab**le laws, ordinances, and codes of the federal, state, and local governments.**

4. **CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. **TERM:** Contract shall be effective upon execution by the City of Galveston for a term of three (3) years, unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional years. To exercise this option, the City shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.

6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City agrees to accept. City does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

8. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION**: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 13630 Fondren Rd., Houston, Texas 77085. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy requires the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation

   Insurance coverage shall be on an "**occurrence basis**"

11. **TERMINATION:** This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

12. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

13. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for the services to be performed. All permits associated with the project shall be the sole responsibility of Company.

15. **PROTECTION OF PERSONS AND PROPERTY**: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER**: The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

18. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for type of service goes here and Exhibit A (include scope of work/quotes/etc and label as Exhibit A) constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

19. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

20. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

21. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. **NOTICES**: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Republic Services
13630 Fondren Rd.
Houston, Texas 77085

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney

Republic Services

By: Joseph E Howell
Company Representative

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
Harris **COUNTY** §
§

On this day, BEFORE ME, the undersigned, personally appeared Joseph Howell **of** **Republic Services**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of May, 2020.

NOTARY PUBLIC STATE OF TEXAS
LAURI A TARANGO
Notary ID #130092941
My Commission Expires
January 27, 2023

Lauri A. Tarango
Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-617164

Date Filed:
05/08/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BFI Waste Services of Texas, LP dba Republic Services of Houston
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-077
Waste Containers and Hauling for Wastewater

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BFI Waste Services of Texas LP / dba Republic Services of	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JOESPH HOWELL Joseph E Howell, and my date of birth is 4/2/82.

My address is 13630 FONDERN (street), HOUSTON (city), TX (state), 77085 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 18TH day of MAY (month), 2020 (year).

LAURI A TARANGO
Notary ID #130092941
My Commission Expires
January 27, 2023

Joseph E Howell
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E: ACE Property and Casualty Insurance Co	20699
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1575632** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G71570848	06/30/2019	06/30/2020	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS -COMP/OP AGG	$ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			G46782148 003	06/30/2019	06/30/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
B A C A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C66040380-AOS WLR C66040343-CA/MA/OR SCF C66040422 -WI WCU C6604046A - OH XS TNS C65221159 TX NSXS	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4399 - Named Insured Includes: BFI Transfer Systems of Texas, LP - Dba: BFI Galveston County TS
Division Number: 4855 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Houston Services Group - Republic Services of Houston
Division Number: 5113 - Named Insured Includes: McCarty Road Landfill TX, LP - Dba: McCarty Road LF

CERTIFICATE HOLDER

CITY OF GALVESTON
PO BOX 779
GALVESTON, TX 77553-0779
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

The Umbrella/Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

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NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 58
Policy Symbol HDO	Policy Number G71570848	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE FORM

A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.

C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date

D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

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Please use this page as the first page in your submittal.

Acknowledgment Form
IRFP #20-IRFP-04
Waste Containers and Hauling for Wastewater

For any clarifications, please contact the City of Galveston Purchasing Office at (409) 797-3579 or e-mail: purchasing@galvestontx.gov.

If you will not be submitting a proposal for this project please check the box below and return this page only to purchasing@galvestontx.gov.

☐ **No, I am not interested in the IRFP for the following reason:**

_____

_____

If you are unable to send your **IRFP**, kindly indicate your reason for "No response" above and return this form **via email to purchasing@galvestontx.gov.** This will ensure you remain active on our vendor list.

Date 04 23 2020

Company: REPUBLIC SERVICES

Address: 13630 FONDREN RD

City: HOUSTON State: TEXAS Zip Code: 77085

Phone: 713 539 7455

Email: RLIRA@REPUBLICSERVICES.COM

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: JOSEPH HOWELL

Signature of Authorized Representative: Joseph E Howell

Signed this 23 (day) of APRIL (month) 2020 (year)

ETHICS STATEMENT (Complete and Return this form with Response)

The undersigned firm, by signing and executing this IRFP, certifies and represents to the City of Galveston that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this IRFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this IRFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Galveston concerning this IRFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this IRFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Galveston in return for the person having exercised their person's official discretion, power or duty with respect to this IRFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Galveston in connection with information regarding this IRFP, the submission of this IRFP, the award of this IRFP or the performance, delivery or sale pursuant to this IRFP.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF GALVESTON, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS IRFP.

I have read all of the specifications and general IRFP requirements and do hereby certify that all items submitted meet specifications.

COMPANY: REPUBLIC SERVICES

AGENT NAME: JOSEPH HOWELL

AGENT SIGNATURE: Joseph E Howell

ADDRESS: 13630 FONDREN RD

CITY: HOUSTON

STATE: TX

ZIP CODE: 77085

TELEPHONE: 832 327 6421

EMAIL: JHowell@republicservices.com

FEDERAL ID#: 65-0718904 AND/OR SOCIAL SECURITY #: _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (**Complete and Return this form with Response**)

Name of Entity: REPUBLIC SERVICES

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:
Have not within a three year period preceding this IRFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
Have not within a three-year period preceding this application/IRFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this IRFP or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a $10,000.00 or imprisonment for up to five (5) years, or both.

JOSEPH HOWELL GENERAL MANAGER

Name and Title of Authorized Representative (Print)

Joseph E Howell

Signature of Authorized Representative

04 23 2020

Date

☐ I am unable to certify to the above statements. My explanation is attached.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

N/A

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

N/A

Signature of person doing business with the governmental entity

04 23 2020

Date

Adopted 06-29-2007

INTRODUCTION
INSTRUCTIONS TO PARTICIPATING FIRMS

The City of Galveston Purchasing Division is forwarding a **"Notice to Firms"** requesting informal proposals (IRFP) for waste containers and hauling of the waste containers for the City's Wastewater Division. This Informal Request for Proposals (IRFP) is to be used as a guide by the firms when preparing the proposal.

SUBMISSION REQUIREMENTS

The City of Galveston requires an electronic mail submittal of one attachment document in Adobe/PDF format, not more than 25 mg in size. It must be sent to purchasing@galvestontx.gov. The subject line must read: ***IRFP 20-IRFP-04 Waste Container and Hauling for Wastewater***.

Proposals will be accepted until 10:00 AM CST, April 30, 2020. **NO PROPOSAL WILL BE ACCEPTED AFTER 10:00 AM CST ON THE DUE DATE.**

The City of Galveston reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the IRFP before and after submission, any and all of which may be used in forming a recommendation.

The City of Galveston reserves the right to reject any and all proposals, and to accept the IRFP it considers in its best interest based upon the requirements and descriptions outlined in this IRFP.

Informal Proposals will be opened in the Purchasing Office immediately after the 10:00 AM CST April 30, 2020 deadline for submittal.

All proposals will be managed by City of Galveston in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Questions or clarifications concerning the City of Galveston requirements may be directed to:

Purchasing Department

E-mail address: purchasing@galvestontx.gov

****The Subject Line should read: IRFP 20-IRFP-04 Waste Container and Hauling for Wastewater****

Tentative Timeline

1. April 23, 2020 to April 30, 2020 - Vendors work on IRFP
2. April 30, 2020 before 10:00 AM CST - Vendor must submit proposal response documents via electronic mail in one Adobe/PDF file attachment to purchasing@galvestontx.gov. Subject Line must read: ***IRFP 20-IRFP-04 Waste Container and Hauling for Wastewater***.

The City of Galveston will not be responsible for submissions received after the deadline, containing viruses that are not able to be eradicated, that are otherwise corrupted, or are larger than 25mg. The City is not responsible for any failure that may cause any delay or non-delivery.

3. April 30, 2020 – Acknowledge IRFP's at 10:00 AM
4. April 30, 2020 – May 8, 2020 – City of Galveston reviews IRFP
5. May 2020 – Award IRFP

Vendor Representative

The successful vendor agrees to send a personal representative with binding authority for the company to the City of Galveston upon request to make adjustments and/or assist with coordination of all transactions as needed.

Determining Factors for Award

Evaluation of pricing and services. The city reserves the right to award to more than one company.

Contract with Vendor/Entity Indebted to City of Galveston

It is a policy of the City of Galveston to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to the City of Galveston.

Tax Identification Number (TIN)

In accordance with IRS Publication 1220, a W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the City of Galveston. If a W-9 or W-8 form is not made available to the City of Galveston, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with bid response.** Attached are sample forms.

Taxes

The City of Galveston is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Signing of Informal Proposal

Failure to sign IRFP will disqualify it. Person signing IRFP should show title or authority to bind their firm to a contract. Electronic signatures on an Adobe/PDF submittal file are acceptable signatures.

EEOC guidelines

During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

Contract and Purchase Order

The work shall be performed in Galveston, Texas. A contract for the services will be placed into effect by means of a purchase order issued by the City of Galveston after evaluation and final approval by the review committee.

City of Galveston Rights

1. If only one or no IRFP is received by "submission date", the City has the right to reject, re-submit, accept and/or extend the IRFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all IRFP's and to make award as they may appear to be advantageous to the City of Galveston.
3. The right to hold IRFP for 90 days from submission date without action, and to waive all formalities in IRFP.
4. The right to extend the total IRFP beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (City of Galveston and vendor/contractor) and if firm/vendor holds original IRFP prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; <u>for cause</u>: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the City of Galveston <u>for the City of Galveston's convenience.</u>
6. In IRFP, stipulate whether an increase or decrease in services will affect price.

Corrections

Any interpretation, correction, or change of the IRFP will be made by ADDENDUM. Changes or corrections will be issued by the City of Galveston Purchasing Office. Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the City

of Galveston prior to submitting a response to the IRFP to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the IRFP.

IRFP is Not a Basis for Obligations

This request for competitive informal proposals does not constitute an offer to contract and does not commit the City of Galveston to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of IRFP. The City of Galveston reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The City also reserves the right to cancel all or part of this request for IRFP for any reason determined by the City to be in the best interest of the City of Galveston.

Rights to Submitted Materials

All proposals and material submitted to the City of Galveston by a firm, in response to this IRFP, shall become the property of the City of Galveston after the proposal submission deadline. The City's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

Exceptions to IRFP

Please include any exceptions to the IRFP at the end of the proposal document and label them "**EXCEPTIONS**".

Appropriation of Funds

The City of Galveston has established an appropriation (allocation) of funds for this project. If in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Required insurance

The successful proposer must carry commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

$2,000,000 general liability in the aggregate (includes products and personal, etc.) and **$1,000,000** per occurrence
$1,000,000 automobile damage per occurrence
$500,000 worker's compensation employers' liability per occurrence
Statutory Limits for worker's compensation – including contractors/sub-contractors/independent contractors

Term of Contract

This contract shall be for a period of one (1) year from the date of the final execution, with the option to renew annually for an additional two (2) one-year periods, if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

(The remainder of this page left blank intentionally)
(Scope of Work follows on the next page)

Scope of Services

SCOPE:

It is the intention of the City of Galveston to award a contract for waste containers and hauling of those containers from several Wastewater Treatment Plant locations listed below.

The Wastewater Treatment Plants utilize bar screens to remove large objects from the incoming sewage to prevent them from clogging equipment in the wastewater process.

These objects are collected in a three (3) yard container and hauled to the City's Transfer Station twice a week. The Wastewater Treatment plant has three (3) plants that utilize the containers.

Airport Plant – 2 Containers – 7618 Mustang Drive, Galveston, Texas 77554
Terramar Plant – 1 Container – 3715
½ Laguna Dr., Galveston, Texas 77553
Main Plant – 2 Containers – 5200 Port Industrial, Galveston, Texas 77554

The main Wastewater Treatment Plant also removes grit in the process to prevent abrasive material entering the process. Grit reduces the capacity and can harm pumps that carry the water to the UV for inactivation of harmful pathogens.

A 25-yard container is necessary for the collection of grit and must be hauled to the landfill, located at 3935 Ave A, Alta Loma, Texas, as needed.

TERMINATION:

The City reserves the right to terminate the contract with the vendor who fails to perform in accordance with this solicitation. The City may also terminate this contract for convenience by giving the vendor fifteen (15) days' notice.

BIDDING AND AWARD:

Pricing shall be submitted on the form provided in this solicitation. The City reserves the right to reject any and all submittals and to award all or any part of these requirements to any vendor(s) that results in the best interest of the city.

BILLING:

Contractor will invoice the City each month. Vendor should submit invoices with line item detail and should include the City's purchase order number. All original invoices must be sent to the City of Galveston, Accounts Payable, PO Box 779, Galveston, Texas 77553, or emailed to accountspayable@galvestontx.gov. Failure to comply with this requirement will result in delayed payment.

Proposals, which attempt to alter any of the enumerated provisions stated within this specification documentation, may be determined as a non-responsive submittal and may be subject to rejection. The City reserves the right to reject any price increase, and obtain a different source or sources to meet its requirements as to such item subject to said price increase when such action serves the best interest of the City. Vendor agrees that the City's exercise of its option to obtain alternative sources does not constitute a breach of contract.

The remainder of this page is left blank intentionally.
Pricing sheets follow on the next page.

COST SHEET
IRFP# 20-IRFP-04

Instructions: Firm shall take into account all incurred expenses and cost of services when filling out the cost sheet and include it in the final proposal. All of the costs provided should include all fees and surcharges and be an all-inclusive price for each category listed on the form below. This is a unit price contract no quantities, or dollars spent are guaranteed by the City of Galveston.

If this IRFP is over $50,000, check below and email the cost sheet with no pricing to purchasing@galvestontx.gov.

☐ **YES, IRFP is over $50,000**

See attached price response sheet

PRICING

Bar Screen/Trash Containers and Hauling

PLANT LOCATION	Monthly Rental 3 Yard Container	Hauling Fee (include all fees and surcharges)	Dumping Fees per ton (include all fees and surcharges)
Airport WWTP	$450.00	included in rate	included in rate
Terramar WWTP	$225.00	included in rate	included in rate
Main WWTP	$450.00	included in rate	included in rate

Grit Container and Hauling

PLANT LOCATION	Monthly Rental 25 Yard Container	Liner	Hauling Fee (include all fees and surcharges)	Dumping Fees per ton (include all fees and surcharges)
Main WWTP	$325.00	$56.00 6 mil	$850.00	$125.00 per ton

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

May 20, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson, Building Program Manager

Re: Consider for approval a resolution adopting policies to ensure the City is eligible to receive and use CDBG-DR funding for City's DR-4332 Community Development Block Grant - Disaster Recovery Program Contract Number 20-065-001-B947 and authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. In August and September 2017, Hurricane Harvey made landfall on the Gulf Coast of Texas, causing significant damage due to high winds and extended heavy rainfall.
B. The damages resulting from the impact of Hurricane Harvey resulted in the disaster declaration DR-4332.
C. Under DR-4332, the amount of $848,073.00 is being made available to the City of Galveston to provide for infrastructure improvements.
D. City staff and Traylor & Associates prepared an application submittal to the GLO to provide street improvements.
E. GLO contract #20-065-001-B947 has been executed by the City of Galveston

II. Current Situation

A. Under the terms of the grant agreement, the City is required to approve a resolution adopting the following policies
   a. Citizen Participation Plan and Grievance Procedures;
   b. Section 3 Policy;
   c. Excessive Force Policy;
   d. Section 504 Policy and Grievance Procedures;
   e. Code of Conduct Policy;
   f. Limited English Proficiency Plan; and
   g. Fair Housing Policy.
   h. Fair Housing Month Proclamation of June as fair Housing Month.

B. The policies listed above are already in effect in the City of Galveston.

III. Issues

1. Cost – There is no cost associated with approval of this resolution.

2. Timing – Approval of the resolution is prior to any distribution of funds to the City.

3. Impact or ramifications – Approval of this resolution will enable the City to begin using DR-4332 CDBG funds.

IV. Alternatives in order of priority

1. Approve the resolution authorizing policies for DR-4332 CDBG funds.
2. Do not approve the resolution.

V. Recommendation

Staff recommends approval of the resolution.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson, Building Program Manager
Funding Source:	DR-4332 Community Development Block Grant

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

RESOLUTION NO. 20 - _____

A RESOLUTION OF THE CITY OF GALVESTON ADOPTING POLICIES TO ENSURE THE CITY IS ELIGIBLE TO RECEIVE AND USE CDBG-DR FUNDING FROM THE TEXAS GENERAL LAND OFFICE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas, has been awarded CDBG-DR funding through a Community Development Block Grant – Disaster Recovery grant from the Texas General Land Office (hereinafter referred to as "GLO");

WHEREAS, the City of Galveston, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Galveston, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Galveston, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

WHEREAS, the City of Galveston, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Galveston, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG project;

WHEREAS, the City of Galveston, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Galveston, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

WHEREAS, the City of Galveston, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas, hereby adopts the following policies, which are attached hereto on Exhibit A.

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy;
6. [if a Plan is required] Limited English Proficiency Plan; and
7. Fair Housing Policy.
8. Fair Housing Month Proclamation of June as Fair Housing Month

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the _____day of _____, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2020.

_____
Secretary of the City Council
of the City of Galveston

EXHIBIT A-1

THE CITY OF GALVESTON
CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Galveston, P.O. Box 779, Galveston, TX 77553, (409) 797-3500, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the Housing & CD Analyst, at P.O. Box 779, Galveston, TX 77553 or may call (409) 797-3500.

2. A copy of the complaint or grievance shall be transmitted by the Housing & CD Analyst to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.

3. The Housing & CD Analyst shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

4. A public hearing held prior to the submission of a CDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.

5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a CDBG project:

1. The City shall hold public hearings to prior to submitting the application to the General Land Office, if required by the program guidelines.

2. If applicable, the City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable CDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the CDBG program, and the use of past CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the CDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by CDBG, proposed to be made in the use of CDBG funds from one eligible activity to another again using the preceding notice requirements.

2. Upon completion of the CDBG project, the City shall hold a public hearing and review its program performance including the actual use of the CDBG funds.

3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the CDBG project or for the closeout of the CDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

4. The City shall retain documentation of the CDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

_____ _____

Brian Maxwell, City Manager Date

EXHIBICIÓN 1

LA CIUDAD DE GALVESTON
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE SUBVENCIONES PARA EL BLOQUE DE DESARROLLO COMUNITARIO DE TEXAS

Nota para los beneficiarios de subvenciones con respecto a los requisitos de dominio limitado del inglés (LEP):

De acuerdo con la ley federal, si hay un número significativo de la población que no son residentes de habla inglesa y se ven afectados por el proyecto CDBG, dichos ciudadanos deben tener un "acceso significativo" a todos los aspectos del proyecto CDBG. Para proporcionar un "acceso significativo", los beneficiarios de las subvenciones pueden necesitar proporcionar servicios de interpretación en audiencias públicas o proporcionar materiales escritos que no estén en inglés y que se brinden habitualmente en inglés. Los ejemplos de dichos documentos vitales pueden incluir avisos de participación ciudadana (por ejemplo, procedimientos de quejas, avisos de audiencias), avisos de derechos civiles y cualquier otro aviso publicado que pueda permitir que una persona elegible con dominio limitado del inglés participe en la discusión de las actividades propuestas de CDBG.

Para más información, ver LEP.gov

PROCEDIMIENTOS DE RECLAMACIÓN

Estos procedimientos de queja cumplen con los requisitos del Programa de Subvención Global para el Desarrollo Comunitario de Texas (CDBG) y los requisitos del gobierno local que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Galveston, P.O. Box 779, Galveston, TX 77553, (409) 797-3500, durante el horario comercial habitual.

A continuación se presentan los procedimientos formales de queja y reclamo con respecto a los servicios prestados bajo el proyecto CDBG.

1. Una persona que tenga una queja o una queja sobre cualquier servicio o actividad con respecto al proyecto CDBG, ya sea un proyecto CDBG propuesto, en curso o completado, puede, durante el horario comercial habitual, presentar dicha queja o queja formal por escrito al Analista de Vivienda y CD, en PO Box 779, Galveston, TX 77553 o puede llamar al (409) 797-3500.

2. El analista de Housing & CD transmitirá una copia de la queja o queja formal a la entidad que es objeto de la queja o queja formal y al abogado de la ciudad dentro de los cinco (5) días hábiles posteriores a la fecha de la queja o queja formal. fue recibido.

3. El analista de Housing & CD completará una investigación de la queja o queja formal, si es posible, y proporcionará una respuesta por escrito oportuna a la persona que presentó la queja o queja formal dentro de los diez (10) días.

4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por cada 3 arriba, la persona que presentó la queja o queja deberá ser notificada, por escrito, dentro de los quince (15) días, cuando sea factible después de recibir la queja o queja original. y detallará cuándo debe completarse la investigación.

5. Si es necesario, la queja y una copia escrita de la investigación posterior se enviarán al CDBG para su posterior revisión y comentario.

6. Si corresponde, proporcione copias de los procedimientos de queja y las respuestas a las quejas en inglés y español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se le solicite, la Ciudad proporcionará asistencia técnica a grupos que son representativos de personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de fondos CDBG. La Ciudad, según las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y el tipo de asistencia.

DISPOSICIONES DE AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por la Ciudad, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de todas las audiencias debe publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local. Cada aviso público debe incluir la fecha, la hora, el lugar y los temas que se considerarán en la audiencia pública. Un artículo de periódico publicado también se puede utilizar para cumplir con este requisito siempre que cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben publicarse de manera destacada en edificios públicos y distribuirse a las autoridades locales de vivienda pública y otros grupos comunitarios interesados.

2. Cuando un número significativo de residentes que no hablan inglés son parte del área de servicio potencial del proyecto CDBG, los documentos vitales como los avisos deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.

3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben poder asistir a las audiencias y la Ciudad debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se contactan al menos dos días antes de la audiencia.

4. Una audiencia pública celebrada antes de la presentación de una solicitud CDBG debe realizarse después de las 5:00 p. M. En un día laborable o en un horario conveniente los sábados o domingos.

5. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la preparación y presentación de una solicitud para un proyecto CDBG:

1. Como mínimo, la Ciudad llevará a cabo al menos una (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de los avisos de la audiencia, una lista de las personas que asisten a las audiencias, las actas de las audiencias y cualquier otro registro relacionado con el uso propuesto de fondos durante tres (3) años. desde el cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de conformidad con el Capítulo 552 del Código del Gobierno de Texas.

3. La audiencia pública incluirá una discusión con los ciudadanos como se describe en el manual de solicitud de CDBG correspondiente para incluir, entre otros, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa CDBG, y el uso de fondos de contratos anteriores de CDBG, si corresponde. Se alentará a los ciudadanos, con especial énfasis en las personas de ingresos bajos y moderados que sean residentes de barrios marginales y barrios, a que presenten sus puntos de vista y propuestas sobre el desarrollo comunitario y las necesidades de vivienda. Se debe informar a los ciudadanos sobre el lugar donde pueden presentar sus puntos de vista y propuestas si no pueden asistir a la audiencia pública.

4. Cuando se espera razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en caso de que reciba fondos del programa CDBG:

1. La Ciudad también celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por CDBG, que se propone hacer en el uso de los fondos de CDBG de una actividad elegible a otra nuevamente utilizando los requisitos de notificación anteriores.

2. Al finalizar el proyecto CDBG, la Ciudad llevará a cabo una audiencia pública y revisará el desempeño de su programa, incluido el uso real de los fondos de CDBG.

3. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, ya sea para una audiencia pública sobre cambios sustanciales en el proyecto CDBG o para el cierre del proyecto CDBG, publique el aviso en inglés y Español u otro idioma apropiado y proporcionar un intérprete en la audiencia para satisfacer las necesidades de los residentes que no hablan inglés.

4. La Ciudad retendrá documentación del proyecto CDBG, incluyendo avisos de audiencia, una lista de personas que asisten a la audiencia, actas de la audiencia y cualquier otro registro relacionado con el uso real de fondos para un período de tres (3) años desde el cierre de la subvención al estado. Dichos

EXHIBIT A-2
Section 3 Policy

In accordance with 12 U.S.C. 1701u the *City of Galveston* agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of City of Galveston, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

Brian Maxwell, City Manager Date

EXHIBIT A-3
Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Galveston hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Galveston to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;

2. It is also the policy of City of Galveston to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. The City of Galveston will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Galveston, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

Brian Maxwell, City Manager Date

EXHIBIT A-4
Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Galveston hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. City of Galveston does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. City of Galveston's recruitment materials or publications shall include a statement of this policy in 1. above.

4. City of Galveston shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, City of Galveston shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Galveston to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to: **Housing & CD Analyst, 823 Rosenberg St., Galveston, TX 77550, (409) 797-3500,** who has been designated to coordinate Section 504 compliance efforts.

   c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Housing & CD Analyst.** Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Housing & CD Analyst,** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of Galveston relating to the complaints files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Galveston within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Galveston complies with Section 504 and HUD regulations.

_____ _____

Brian Maxwell, City Manager Date

EXHIBIT A-5

CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

CODE OF CONDUCT

As a Grant Recipient of a CDBG contract, the City of Galveston shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Galveston shall participate in the selection, award, or administration of a contract supported by CDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Galveston shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under the CDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under the CDBG contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

EXHIBIT A-5

Any alleged violations of these standards of conduct shall be referred to the City of Galveston Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this _____ day of _____, 2020.

_____

Brian Maxwell, City Manager
City of Galveston

EXHIBIT A-6
Limited English Proficiency Plan

Name Grantee:	City of Galveston
Community Population:	47,418
LEP population:	3,383
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or 3) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	7.1% - Spanish

Program activities to be accessible to LEP persons:	
✓	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
✓	Publications regarding TxCDBG application, grievance procedures, *complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action*, and other vital hearings, documents, and program requirements
	Other program documents: _____

Resources available to Grant Recipient:	
✓	Translation services: The City will provide upon request with 48 hour notice.
✓	Interpreter services: The City will provide upon request with 48 hour notice.
	Other resources: _____

Language Assistance to be provided:	
✓	Translation (oral and/or written) of advertised notices and vital documents for: Translation of advertised notices/ vital documents will be provided by City upon request.
	Referrals to community liaisons proficient in the language of LEP persons _____
✓	Public meetings conducted in multiple languages: Upon request with 48 hour notice.
	Notices to recipients of the availability of LEP services:
	Other services: _____

_____ Date: _____

Brian Maxwell, City Manager

EXHIBIT A-8

Fair Housing Month Proclamation
Proclamation of June as Fair Housing Month

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of June, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Galveston, do proclaim June as Fair Housing Month in the City of Galveston and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the _____ day of _____, 2020.

_____
Brian Maxwell, City Manager

Attest:

_____
Janelle Williams, City Secretary

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

May 19, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval Change Order #1 to the contract with Angel Brothers Enterprises, LTD, for the Seawall Boulevard Mill and Overlay project from Boddeker Road to SH87 (Ferry Road) in the amount of $132,059.71. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. In recent years, the City of Galveston and Galveston County had been coordinating efforts with the Texas Department of Transportation (TxDOT) for Seawall Boulevard Improvements.
B. After months of negotiations, the County made the City of Galveston aware that the County will not participate in an Agreement with the City of Galveston to be a Local Sponsor for the Seawall Boulevard Milling and Paving project from Ferry Road to 39th Street.
C. Recently, roadway improvements were completed on Seawall Blvd, from Ferry Road to 39th Street using Federal, State and Local funds.
D. Seawall Boulevard from Ferry Road to Boddeker Drive is in need of roadway improvements.
E. TxDOT and H-GAC have selected Seawall Boulevard, from Boddeker Drive to Ferry Road for Mill and Overlay.
F. City Council Approved an Advance Funding Agreement for this segment in 2018.
G. The project involves Milling of 2 inches of existing asphalt, Asphaltic concrete pavement overlay, and Pavement markings.
H. The City of Galveston awarded Terracon Consultants, Inc. a contract to provide construction materials testing for this project July 16, 2019.
I. Angel Brothers Enterprises was awarded the contract by Council on September 19, 2019 in the amount of $981,629.00

II. Current Situation

A. Additional asphalt was needed to level the subgrade as the existing subgrade consisted of asphalt and brick pavers, which could not be milled in the uniform manner required.
B. Various remaining bid items were unused and as a result will be deleted from the contract.

III. Issues

The project is complete and TxDOT has provided concurrence of recommendation of this change order request with a letter dated May 11, 2020.

IV. Alternatives in order of priority

A. Approve Change Order #1 with Angel Brothers Enterprises, in the amount of $132,059.71 (13.45% of original contract sum) for the Seawall Boulevard Mill and Overlay project from Boddeker Road to SH87 (Ferry Road).

B. Do not approve the change order.

V. Recommendation

Approve Change Order #1 with Angel Brothers Enterprises in the amount of $132,059.71 (13.45% of original contract sum) for the Seawall Boulevard Mill and Overlay project from Boddeker Road to SH87 (Ferry Road).

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	80% Funded by TxDOT 20% Funded by Local Share - Infrastructure Debt Service Fund 3199
Construction Cost	$ 1,113,688.71 (increase of $132,059.71)
Material Testing	$ 5,000.00
Contingency	$ 0.00 (decrease of $50,000.00)
Construction Administration	$ 14,725.00
Total Cost of Implementation	$ 1,133,413.71

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

City of Galveston

Seawall Boulevard Mill and Overlay (Boddecker Dr. to SH 87 Ferry Rd.)
Contract Change Order Number 1

Engineer Address:	Owner Address:	Contractor Address:
Binkley & Barfield, Inc. 1710 Seamist Drive Houston, TX 77008 Phone No.: 713.869. 3433	City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409-440-6009	Angel Brothers Enterprises, Ltd. 3003 Kilgore Parkway, Building A Baytown, TX 77522 Phone No.: 281.421.5721 Agreement Date: 09/19/2019

Change in Contract Price	Change in Contract Time (Calendar Days)
Original Contract Price: $981,629.00	Original Contract Time: 240 days
Previous Change Order(s): No. to No. $ 0.00	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: $981,629.00	Contract Time Prior to this Change Order: 0 days
Net Increase/Decrease of this Change Order: $132,059.71	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: $1,113,688.71	Contract Time With all Change Orders: 240 days
Cumulative Percent Change in Contract Price (+/-): +13.45%	Construction Contract End Date: (09/23/2020)

ENGINEER RECOMMENDED:	OWNER APPROVED:	CONTRACTOR ACCEPTED:
By: Chris Campbell Chris Campbell, P.E. Binkley & Barfield, Inc.	By: _____ CITY OF GALVESTON	By: _____ Ethan Hughes Angel Brothers Enterprises, Ltd.
Date: April 22, 2020	Date: _____	Date: 5/19/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

Binkley & Barfield
consulting engineers

April 27, 2020

Mr. Jamal Elahi, P.E.
Area Engineer
Texas Department of Transportation
5407 Gulf Freeway
La Marque, Texas 77568

Re: Angel Brothers Enterprises, Ltd Change Order No. 1 Recommendation
Seawall Boulevard Mill and Overlay (Boddecker Dr. to SH 87 Ferry Rd.)

Dear Mr. Elahi:

Angel Brothers Enterprises, Ltd. submitted a change order proposal for additional asphalt used as a one-inch level up course prior to application of the two-inch asphalt roadway surfacing. The additional asphalt was needed because the existing subgrade consisted of asphalt and brick pavers, which could not be milled in the uniform manner required.

Binkley & Barfield, Inc. (BBI) observed the uneven subgrade conditions during a site visit conducted on February 18, 2020. We also reviewed the photographs and supporting documents submitted by Angel Brothers Enterprises, Ltd. in their change order proposal.

The additional asphalt was needed to level the subgrade so that the roadway would have a smoother quality ride. For this reason, and because we believe this was an unknown condition prior to construction, BBI recommends approval of Change Order No. 1 for an increase to the contract of $132,059.71. Please note, this amount includes bid items that were not utilized at one hundred percent and were credited to the project, as listed in the accompanying documents.

If you should have any questions, please contact me.

Sincerely,

BINKLEY & BARFIELD, INC.
Consulting Engineers

Chris Campbell

Chris Campbell, P.E.
Engineer of Record
Managing Director - Infrastructure

Texas Department of Transportation

5407 GULF FREEWAY, LA MARQUE, TEXAS 77568 | 409-978-2500 | WWW.TXDOT.GOV

May 11, 2020

Chris Campbell, P.E.
Engineer of Record
Managing Director
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

Re: Angel Brothers Enterprises, Ltd. Change Order No. 1 Recommendation
Seawall Boulevard Mill and Overlay (Boddecker Dr. to SH 87 Ferry Rd.)

Mr. Campbell:

Reference your letter dated April 27, 2020, regarding Change Order No. 1 recommendation. The Galveston Area Office is in agreement with Change Order No. 1 in the amount of $134, 059.71, which includes the addition of 3,600 Tons of HMA Type D to cover for a 1" level up and some underrun items.

If you have any questions or need any additional information please call me at (409) 978-2505.

Sincerely,

Jamal Elahi

Jamal Elahi, P.E.
Area Engineer

Cc: Lucio Ortiz, Director of Construction

City of Galveston
Seawall Boulevard Mill and Overlay (Boddecker Dr. to SH 87 Ferry Rd.)

Construction Contract Change Order Itemization

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
01	FOG SEAL (SS-1) Unit: GAL, Unit Price: $4.50, Quantity: 1,050 GAL Change in Completion Schedule: 0 days	$4,725.00	-
02	ASPHALT (MULTI OPTION) Unit: GAL, Unit Price: $3.65, Quantity: 4,537.25 GAL Change in Completion Schedule: 0 days	$16,560.96	-
03	AGGR (TY-PB GR-4 OR TY-PL GR-4 (SAC-B) Unit: CY Unit Price: $125.00, Quantity: 515 CY Change in Completion Schedule: 0 days	$64,375.00	-
04	D-GR HMA TY-D SAC-B PG70-22 Unit: TON Unit Price: $90.00, Quantity: 3,600.5 TON Change in Completion Schedule: 0 days	-	$324,045.00
05	FLEXIBLE PAVEMENT STRUCTURE REPAIRS (14") Unit: SY Unit Price: $70.00, Quantity: 1,220 SY Change in Completion Schedule: 0 days	$85,400.00	-
06	PLAN ASPH CONC (2") Unit: SY Unit Price: $3.20, Quantity: 3,088.4 SY Change in Completion Schedule: 0 days	$9,882.88	-
08	BARRICADES, SIGNS AND TRAFFIC HANDLING Unit: MO Unit Price: $1,000.00, Quantity: 1 MO Change in Completion Schedule: 0 days	$1,000.00	-
09	IN SM RD SN SUP&AM TYTWT(1)WS(P) Unit: EA Unit Price: $600.00, Quantity: 3 EA Change in Completion Schedule: 0 days	$1,800.00	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
11	REFL PAV MRK TY I (W)24"(SLD)(100MIL) Unit: LF Unit Price: $9.00, Quantity:1 LF Change in Completion Schedule: 0 days	$9.00	-
12	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) Unit: LF Unit Price: $2.85, Quantity:177 LF Change in Completion Schedule: 0 days	$504.45	-
17	PREFAB PAV MRK TY B (W)(ARROW) Unit: EA Unit Price: $250.00, Quantity: 8 EA Change in Completion Schedule: 0 days	$2,000.00	-
20	REFL PAV MRKR TY I-C Unit: EA Unit Price: $3.40, Quantity: 20 EA Change in Completion Schedule: 0 days	$68.00	-
23	JT/CRCK SEAL (HOT-POURED RUBBER) Unit: LF Unit Price: $9.00, Quantity: 160 LF Change in Completion Schedule: 0 days	$1,440.00	
24	PORTABLE CHANGEABLE MESSAGE SIGN Unit: EA Unit Price: $800.00, Quantity: 2 EA Change in Completion Schedule: 0 days	$1,600.00	-
25	Furnish and Install Thermoplastic Pavement Markings TY I (Y) (24") (SLD), in Accordance with the Plans and Specifications Unit: DAY Unit Price: $10.00, Quantity: 62 DAY Change in Completion Schedule: 0 days	$620.00	-

Change Order No. 1 Contractor Justification Documents and Photos

1. Justification Statement from Contractor
2. Change Order Proposal
3. Surface Photos After Milling and Before 1" Level Up
4. Asphalt Tickets
5. RFI No. 6

Angel Brothers Holdings

5210 West Road
P.O. Box 570
Baytown, Texas 77522-0570
Phone 281.421.5721
Fax 281.421.5796
www.angelbrothers.com

AngelBrothers
Paving and Utility Contractors
An Equal Opportunity Employer

April 16th, 2020

County: Galveston
Highway: Seawall Blvd
Project: Seawall Blvd Mill and Overlay
Control: 0912-73-207

During the milling portion of work, Angel Brothers began to notice sections of the road coming loose from the remaining roadway. This was due to brick pavers being the subgrade below the asphalt. These additional sections coming lose caused the roadway to not have the uniform 2" removal. These voids would have had an impact in ride quality once the final surface was placed. Angel Brothers brought the idea to add a 1" level up course, prior to the 2" surface, to add a buffer zone to iron out these deviations to allow for a smoother ride quality. If you have any questions regarding this matter you may call me at this office at (281)-793- 1161 or email me at ethan.hughes@angelbrothers.com.

Sincerely,
Ethan Hughes
Project Manager

CHANGE ORDER PROPOSAL
SCHEDULE OF VALUES BREAKDOWN

Owner:	City of Galveston	**Date:**	2-Apr-20
Project:	Seawall Blvd	**Project No.:**	0912-73-207
Control:		**Proposal No.**	2

Subject: **1" Level up**

BID ITEM #	Spec No	Desc. Code	DESCRIPTION	QTY.	UNIT	UNIT PRICE BID	AMOUNT BID
			EXISTING ITEMS DEDUCTS				
1			FOG SEAL (SS-1)	1,050.00	TON	$ 4.50	$ 4,725.00
23			JT/CRCK SEAL (HOT-POURED RUBBER)	160.00	LF	$ 9.00	$ 1,440.00
						TOTAL:	**$ 6,165.00**
			PROPOSED ITEMS				
4			D-GR HMA SQ TY-D SAC-B PG 70-22	3,600.50	TON	$ 90.00	$ 324,045.00
							$ -
							$ -
							$ -
							$ -
							$ -
						TOTAL:	**$ 324,045.00**

CHANGE ORDER SUMMARY

Total Amount: **$ 317,880.00**

Signature: *Ethan Hughes* Date: 2-Apr-20

Title: Project Manager / Estimator

Printed Name: Ethan Hughes

CITY OF GALVESTON CONSTRUCTION PROJECT - REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 6 | **PRECINCT:** N/A | **JOB #:** 0912-73-207 | **Sheet** 1 of 1

Date: 2/19/2020

PROJECT: SEAWALL BLVD MILL & OVERLAY

RFI TITLE: 1" Level Up

CONTRACTOR: Angel Brothers Enterprises, Inc. | **Project Manager:** ETHAN HUGHES

TEL: 281-421-5721 | MOBILE: 281-793-1161

FAX: 281-421-5796 | PAGER:

ENGINEERING: BINKLEY & BARFIELD | **Project Manager:** CHRIS CAPBELL

TEL: 713-869-3433 | MOBILE: 713-869-3433

FAX: N/A | PAGER:

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. N/A | Specification Sec. N/A | DWG. SHEET NO'S N/A

Bid Item No. 6

DESCRIPTION OF PROBLEM OR QUESTION: | Sketch Attached: Yes

During the milling operation, sections of pavement are coming up with the removals causing varying depths in the surface. Once the surface is placed, these varying depths will have a negative impact on ride quality. Angel Brothers proposes a 1" level up prior to the 2" surface to provide a better ride quality.

Answer requested by (Date): 2/21/2020

	YES	NO	AMOUNT
CHANGE IN THE PROJECT COST?	X		N/A
CHANGE IN THE PROJECT SCHEDULE?		X	N/A

Ethan Hughes — SIGNATURE OF CONTRACTOR REPRESENTATIVE

2/19/2020 — DATE

BINKLEY & BARFIELD Engineering:

Based on a conversation with the Contractor, it is our understanding that this 1" level up will use the same material to be used for the surface so that it will be considered an overrun of that material. That being the case, the Contractor should make sure to coordinate closely with the inspector to properly account for the surface material.

Chris Campbell — SIGNATURE OF BINKLEY & BARFIELD ENGINEERING REPRESENTATIVE

2/25/2020 — DATE

City of Galveston

HUMAN RESOURCES DEPARTMENT
P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

To: Honorable Mayor and Members of the City Council

From: Kent Etienne, Jr. – Executive Director

Date: May 28, 2020

RE: Consider for approval an agreement between Health Management Systems ("HMS") and the Chapter 172 Health Benefits Plan Board of Trustees, allowing HMS to perform an examination, audit or other evaluation of the documents, files, books and/or other records pertaining to the health care benefit claims paid by a claims administrator for the City's group health plan.

I. BACKGROUND

A. The City of Galveston's Board of Trustees has historically engaged a Third Party Administrator ("TPA") to oversee and process medical and prescription drug claims submitted through the group health plan. The TPA's function has also been to assist the City in its review and processing of benefits for stop loss.

B. Following the City's transition to a new TPA in October 2019, representatives of Arthur J. Gallagher @ Co. ("Gallagher"), the City's Health Benefits Consultants, recommended a comprehensive audit of the health plan to ensure compliance with plan documents and service agreements.

C. The City's Board of Trustees reviewed the responses of auditing firms, which were solicited by Gallagher consultants. On February 28, 2020, The Board of Trustees unanimously selected HMS to perform the examination of the medical plan.

II. CURRENT SITUATION

A. The City seeks to have a comprehensive medical plan audit of claims processed through the City's group health plan by the TPA. Such examination shall include a determination of whether the claims administrator properly accounted for medical claims pricing discounts in the pricing of claims charged to the plan and the plan's beneficiaries and whether the claims administrator properly administered benefit payments under the plan.

III. ISSUES

A. Acceptance of the Chapter 172 Health Benefits Plan Board of Trustee's recommendation to allow HMS to perform a comprehensive review of the claims process through its self-funded medical plan.

IV. ALTERNATIVES IN ORDER OF PRIORITY

A. Alternative #1: Approve the recommendation.

B. Alternative #2: Take no action.

V. RECOMMENDATION

Concur with Alternative A. Accept the recommendation from the Chapter 172 Health Board of Trustees approving HMS to perform the comprehensive review of claims processed through the City's group health plan by the TPA.

VI. FISCAL NOTE

Total Estimated Cost - **$44,950**

- 75% of the Project fees ($33,712.50) will be invoiced upon delivery of the Draft report.
- 25% of the Project Fees ($11,237.50) will be invoiced upon delivery of the final report.

Funding Source: 50303-811566-53104-465300

Respectfully submitted,

Kent Etienne Jr., Executive Director

2019-2020 Budget Reductions - March 31, 2020

Revenue	Original Budget	Year To Date Actual Collections	-	Oringinal Budget Reduced by YTD Collections	Manager's Budget Cut	Final Adjusted Budget Remaining	Budget Assumptions	Adjusted Original Budget Revenues
Beach Cleaning (City HOT Tax)	1,025,830	359,681	-	666,149	(359,041)	307,109	-35%	666,790
Beach Cleaning (State HOT Tax Rebate)	1,572,802	309,195	-	1,263,607	(550,481)	713,126	-35%	1,022,321
Beach Patrol (City Hot Tax)	1,025,830	359,681	-	666,149	(359,041)	307,108	-35%	666,789
Beach Patrol(State HOT Tax Rebate)	1,368,046	268,943	-	1,099,103	(478,816)	620,287	-35%	889,230
Tourism Development (City HOT Tax)	6,154,977	2,157,889	-	3,997,088	(2,154,242)	1,842,846	-35%	4,000,735
Nourished Beach (State HOT Tax Rebate)	1,162,470	228,529	-	933,941	(406,865)	527,077	-35%	755,606
Dellanera	958,478	316,766	-	641,712	(335,467)	306,245	-35%	623,011
R. A. Appfel	630,932	17,698	-	613,234	(220,826)	392,408	-35%	410,106
Seawolf Park	1,524,679	516,833	-	1,007,846	(533,638)	474,208	-35%	991,041
Stewart Beach	1,151,853	39,751	-	1,112,102	(403,149)	708,953	-35%	748,704
Urban Park	1,156,940	243,440	-	913,500	(404,033)	509,467	-35%	752,907
GLO Beach Maintenance Grant	100,097	50,048	-	50,049	-	50,049	0%	100,097
Concessions (USPS)	42,000	21,000	-	21,000	-	21,000	0%	42,000
Concessions	461,665	14,025	-	447,640	(176,638)	271,002	-38%	285,027
FEMA	5,030,433	-	-	5,030,433	(4,212,717)	817,716	-84%	817,716
Grants	850,580	-	-	850,580	(730,580)	120,000	-86%	120,000
Other	988,263	349,552	-	638,711	(33,401)	605,310	-3%	954,862
Transfers	5,102,505	2,873,829	-	2,228,676	(1,248,048)	980,628	-24%	3,854,457
Total Collections	**30,308,379**	**8,126,861**	**-**	**22,181,519**	**(12,606,982)**	**9,574,537**	**-42%**	**17,701,398**

Expenitures	Original Budget	Year To Date Actual Expenses	Encumbered Expenses	Original Budget Reduced by YTD Expenditures & Encumbrances	Manager's Budget Cuts	Final Adjusted Budget	Budget Assumptions	Adjusted Original Budget Expenditures
Personnel Expense	**9,271,512**	**3,380,321**	**43,850**	**5,847,342**	**(1,665,317)**	**4,182,024**	-18%	7,606,195
Fixed Operating Expense	**5,044,075**	**2,777,087**	**664,189**	**1,602,799**	**(374,377)**	**1,228,423**	-7%	4,669,698
Variable Expenses	**7,727,757**	**2,413,577**	**1,188,666**	**4,125,514**	**(2,460,566)**	**1,664,948**	-32%	5,267,191
Capital Expense	**7,727,239**	**328,111**	**149,749**	**7,249,379**	**(5,821,962)**	**1,427,417**	-75%	1,905,277
Transfers Out	**4,382,211**	**2,583,903**	**-**	**1,798,308**	**(1,388,710)**	**409,598**	-32%	2,993,501
Total Expenditures	**34,152,794**	**11,482,999**	**2,046,453**	**20,623,342**	**(11,710,932)**	**8,912,410**	**-34%**	**22,441,862**
Net Difference Between Collections & Expenses	**(3,844,414)**	**(3,356,138)**	**(2,046,453)**	**1,558,177**	**(896,050)**	**662,128**	**23%**	**(4,740,464)**

Cash Position - All Funds - March 31, 2020						**$ 8,897,849**
Budget Reduction Savings						**$ 662,128**
		ENCUMBERED FUNDS:				
			BEACH CLEANING	**172,711**		
			BEACH PATROL	**119,080**		
			GENERAL FUND	**114,327**		
			NOURISHED BEACH	**90,103**		
			TOURISM DEVELOP.	**1,018,567**		
			DELLANERA PARK	**164,472**		
			R A APFFEL PARK	**32,003**		
			STEWART BEACH	**211,519**		
			SEAWOLF PARK	**103,813**		
			URBAN PARK	**19,860**		
		Total Encumbrances				**$ (2,046,453)**
		Net Encumbered Funds and Budget Reductions				**$ (1,384,326)**
Projected Net Cash Position-September 30, 2020						**$ 7,513,523**

City of Galveston

OFFICE OF THE CITY MANAGER
PO Box 779 | Galveston, TX 77553-0779
citymanager@galvestontx.gov | 409-797-3520

May 7, 2020

Mr. David Long, President
Texas State Affordable Housing Corporation
2200 E. MLK Jr. Blvd.
Austin, TX 78702

Dear Mr. Long,

I write to express my support for a bond allocation from the Texas State Affordable Housing Corporation for the rehabilitation of Sandpiper Cove Apartments. Sandpiper Cove, located at 3916 Winnie Street, Galveston, TX, is a 192-unit, Project-Based Voucher Section 8 development for a low-income family population. The multi-family development was built in 1969 and is comprised of 1, 2, 3, 4 and 5 bedroom configurations.

Leading the redevelopment plans of Sandpiper Cove is a joint effort between The ITEX Group, Jeshurun Development and J. Allen Management Company. The partnership plans to rehabilitate the development, which has fallen into disrepair, as evidenced by Sandpiper Cove's most recent HUD Real Estate Assessment Center failing inspection score of 33 out of 100 in May 2019. Dilapidated buildings, health and safety issues, and crime are a few of the many concerns regarding the current condition of the complex. The proposed request for financing by the partnership will be utilized to bring the property to code as well as provide upgraded amenities for the residents to enjoy.

The ITEX Group, Jeshurun Development and J. Allen Management Company have partnered on a number of multifamily housing complexes in an effort to preserve and maintain affordable housing options across Texas, with plans to do the same for Sandpiper Cove.

The proposed rehabilitation has garnered the support of the community and serves some of the most vulnerable populations in Galveston and the county more broadly. For these reasons, I am in full support of the application for funding.

Thank you for your consideration, and if I can be of any further assistance, please do not hesitate to call me at (409)797-3520 or email at citymanager@galvestontx.gov .

Sincerely,

Brian Maxwell, City Manager
City of Galveston

Board of Trustees of the Galveston Wharves
Port of Galveston (Consolidated) (Consolidated)
Revised Budget Income Statement
Major Assumption - No Cruise Mid-March through December 2020
3 Months Actual (January - March) plus 9 Months Revised (April - December)

Financial Row	Revised Budget No Cruise Mid March thru December, 2020 2020 Revised Budget 2020-B	Original Budget 2020-A	Change Revised less Orginial Budget
Ordinary Income/Expense			
Income			
4000 - RAIL REVENUE	670,236	741,744	(71,508)
4100 - WHARFAGE	3,773,027	3,368,162	404,864
4200 - PASSENGER SERVICE CHARGES	4,062,610	19,702,419	(15,639,809)
4300 - PARKING REVENUES	1,583,644	8,299,185	(6,715,540)
4400 - DOCKAGE	3,772,790	4,464,322	(691,532)
4450 - DOCKAGE - LAY	4,254,416	3,210,693	1,043,723
4500 - SHIP SERVICE REVENUE	1,422,209	6,709,313	(5,287,104)
4600 - REVENUE PRODUCING SERVICES	768,031	775,738	(7,706)
4700 - REAL ESTATE	5,028,366	4,705,389	322,978
4800 - SECURITY COST RECOVERY FEES	978,217	1,294,571	(316,354)
4850 - TERMINAL ACCESS FEES	255,900	1,292,885	(1,036,985)
4900 - LICENSES, FEES AND MISCELLANEOUS	13,053	12,400	653
Total - Income	26,582,499	54,576,820	(27,994,321)
Cost Of Sales			
5010 - COGS-EMPLOYEE EXPENSES	6,254,087	6,985,244	(731,157)
5100 - COGS-CONTRACT SERVICES	3,740,979	10,489,175	(6,748,197)
5200 - COGS-REPAIRS & MAINTENANCE	2,602,333	3,158,292	(555,959)
5300 - COGS-PROPERTY RENTAL	1,564,731	1,685,237	(120,506)
5400 - COGS-UTILITIES	545,327	980,060	(434,733)
5500 - COGS-INSURANCES	2,316,688	2,355,499	(38,811)
5600 - COGS-MOBILE EQUIPMENT	95,233	83,774	11,459
5700 - COGS-TECHNICAL SOFTWARE AND EQUIPMENT	76,071	64,639	11,432
5750 - COGS-COMMUNICATIONS SOFTWARE AND EQUIPMENT	161,933	174,698	(12,765)
5800 - COGS-OTHER SUPPLIES AND EXPENSES	1,054,255	5,024,514	(3,970,259)
5900 - COGS-DEPRECIATION EXPENSE	6,596,143	6,669,626	(73,483)
Total - Cost Of Sales	25,007,779	37,670,758	(12,662,979)
Gross Profit	1,574,720	16,906,062	(15,331,342)
Expense			
6010 - SGA-EMPLOYEE EXPENSES	2,292,930	2,564,663	(271,732)
6125 - SGA-OTHER CONTRACT SERVICES	1,247,792	1,377,260	(129,468)
6300 - SGA-PROPERTY RENTAL	170,396	180,000	(9,604)
6400 - SGA-UTILITIES	26,194	26,400	(206)
6500 - SGA-INSURANCES	210,120	226,043	(15,924)
6600 - SGA-MOBILE EQUIPMENT	373	-	373
6700 - SGA-TECHNICAL SOFTWARE AND EQUIPMENT	234,690	266,249	(31,559)
6750 - SGA-COMMUNICATIONS SOFTWARE AND EQUIPMENT	115,046	120,350	(5,304)
6800 - SGA-OTHER SUPPLIES AND EXPENSES	93,761	96,729	(2,968)
6850 - SGA-SALES & MARKETING EXPENSES	318,245	428,560	(110,315)
6900 - SGA-DEPRECIATION EXPENSE	411,049	426,107	(15,058)
Total - Expense	5,120,596	5,712,362	(591,766)
Net Ordinary Income	(3,545,877)	11,193,700	(14,739,576)
Other Income and Expenses			
Other Income			
7200 - INTEREST INCOME	374,168	340,200	33,968
7300 - DEFERRED BOND PREMIUM	51,070	51,070	-
7350 - MISC OTHER INCOME	-	-	-
8100 - GRANT AND CONTRIBUTION REVENUE	673,563	735,000	(61,437)
Total - Other Income	1,098,801	1,126,270	(27,469)
Other Expense			
7400 - MISCELLANEOUS OTHER INCOME	(898)	-	(898)
7500 - INTEREST AND FINANCING EXPENSES	7,500	10,000	(2,500)
7600 - BOND EXPENSES	1,244,088	1,242,166	1,922
7700 - MISCELLANEOUS OTHER EXPENSES	8,080	-	8,080
8600 - EXTRAORDINARY, SPECIAL, AND FEMA EXPENSE	245,786	265,208	(19,422)
Total - Other Expense	1,504,556	1,517,374	(12,817)
Net Other Income	(405,756)	(391,104)	(14,652)
Net Income	**(3,951,632)**	**10,802,596**	**(14,754,228)**
Add: Depreciation and Amortization	7,007,192	7,095,733	(88,541)
Subtract: Debt Principal	(3,831,718)	(3,831,718)	-
Cash Flow from Operations	**(776,159)**	**14,066,610**	**(14,842,769)**

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, SUPPORTING THE PORT OF GALVESTON'S PROPOSED WEST END CARGO CORRIDOR COMPLEX PROJECT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THIS SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port of Galveston is attempting to strengthen rural cargo infrastructure; and,

WHEREAS, one of the Port's efforts is the West End Cargo Corridor Complex project, a phased project consisting of the creation of a four-lane cargo corridor, the construction of a new and technologically enhanced access gate, and the creation of 35 acres of additional cargo laydown space; and,

WHEREAS, this project aims to secure up to 500,000 new cargo tonnage within a decade, increasing available employment opportunities throughout the Texas Gulf Coast region; and,

WHEREAS, it also seeks to improve the critical first and last mile cargo connector roadway, expand the existing intermodal capacity of the Port of Galveston and optimizing connectivity; and,

WHEREAS, the City Council of the City of Galveston deems it in the best interests of the City of Galveston to support the Port of Galveston's proposed West End Cargo Corridor Complex Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the city council and made a part hereof for all purposes.

SECTION 2. That the governing body of the City of Galveston, Texas, supports the Port of Galveston's proposed West End Cargo Corridor Complex.

SECTION 3. This Resolution shall be effective upon its passage and approval.

APPROVED AS TO FORM:

_____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston as its Regular Meeting held on the 28th day of May, 2020, as the same appears in records of this office.

IN TESTIOMNY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____th day of _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: May 28, 2020

To: City Council
Brian Maxwell, City Manager

From: Mehran Jadidi, Assistant City Attorney

Re: **Request for approval of sale of narrow strip of land located between 1319 Pilot Lane and the Crash Boat Basin.**

I. Background

A. Texas Local Government Code 272.001(b)(1) allows the City to sale narrow strips of land that cannot be used independently under its current zoning. This type of sale does not require notice or bidding requirements under the statute.

B. A resident has approached the City about acquiring such a narrow strip of land totaling around 6,700 square feet abutting his property.

C. The buyer is covering expenses for the sale, and City Council approval of the sale is required before the appraisal can proceed.

D. The City is not required to accept such any offer to buy or complete a sale.

E. Should City Council grant approval of the sale, the City would insist on keeping any necessary easements on the property.

II. Current Situation

Whether to approve the sale of a narrow strip of land to an adjoining property owner.

III. Issues

1. A resident has approached the City asking if he may buy a narrow strip of land abutting his property. City Council approval is required before any sale may proceed.

IV. Alternatives in Order of Priority

None.

V. Recommendation

None.

VI. Fiscal Impact Report

Unknown until the appraisal is ordered and completed.

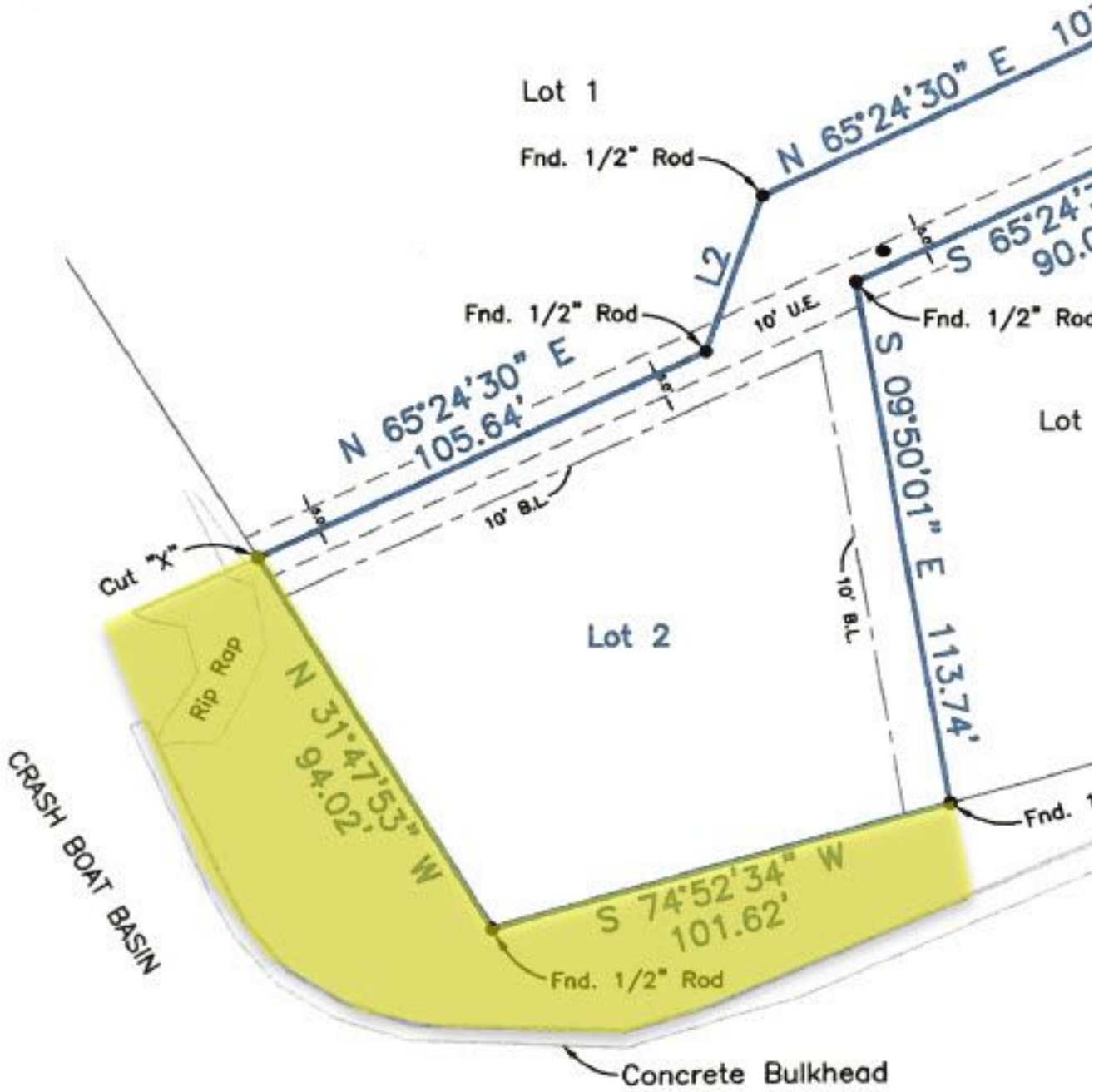
Respectfully submitted,

_____

Mehran Jadidi, Assistant City Attorney

LINE	BEARING	DISTANCE
L1	S 17°14'30" E	25.21'
L2	N 20°24'30" E	35.36'

SCALE: 1" = 40'



RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ESTABLISHING THE RECYCLING AD HOC COMMITTEE; PROVIDING FOR THE COMMITTEE'S DUTIES, TERM, MEMBERSHIP, QUORUM, VOTING, MEETINGS, AND RULES OF PROCEDURE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after discussion at its Workshop of March 24, 2020, the City Council desires to establish an ad hoc committee in order to consider the City's role in an Island-Wide Recycling Program, to include market trends, best practices, and streamlining and efficiency; and

WHEREAS, the City Council deems it to be in the best interest of the public to establish the Recycling Ad Hoc Committee for the purposes described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby establishes the Recycling Ad Hoc Committee as follows:

Established

The City of Galveston Recycling Ad Hoc Committee (the "Committee") is an advisory temporary board whose purpose shall be to make recommendations to the City Council pertaining to the City's Island-Wide Recycling Program.

Membership, Qualifications, and Term

All City Council appointees to boards, commissions, and committees shall be domiciled in the City at the time of appointment and during the appointee's tenure.

The Committee shall be composed of seven (7) voting members – one from each current Council District appointed by the corresponding Council Member and one at-large member appointed by the Mayor. There shall also be up to two (2) non-voting, *ex-officio* members of City Council. The Committee may appoint a Chairperson and Vice Chairperson at its discretion.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conduct of business.

Meetings

The Committee may conduct meetings during the next twelve (12) months to discuss matters within the concern of the Committee. The Chairperson of the Committee or any two (2) members of the Committee may call a special meeting as necessary to conduct business. The meeting shall be held at City Hall, 823 Rosenberg, Galveston, Texas and in accordance with the Texas Open Meetings Act.

The City Secretary or designee shall record minutes of the Committee's meetings and post notice of meetings in accordance with City ordinances and state law. All meeting agendas shall state that members of the City Council may be attending and participating in the discussion.

Rules of Procedure

The Committee may adopt its own rules for the conduct of business before it. Should the Committee fail to adopt its own rules of procedure, the conduct and procedure of the Committee meetings shall conform to and be governed by the City Charter, the City Code, and Robert's Rules of Order, Revised.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 28th day of May, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ___th day of _____, 2020.

_____
Secretary of the City Council
of the City of Galveston