



AGENDA

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
MAY 07, 2018)(
)

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 4:30 PM ON MONDAY, MAY 07, 2018, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

4:30 PM – REGULAR MEETING

1. Call to order
2. Invocation – Pastor Jim Bass, Friendswood Methodist Church
3. Pledge of Allegiance – United States and Texas (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period)
5. WORK SESSION
 - A. Capital Projects Update
 - B. Galveston County Bond Program
6. CLOSED EXECUTIVE SESSION – (Executive Conference Room/Adjacent to Council Chambers-City Hall)
 - A. Communications from the Public regarding Executive Session topics.
 - B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.087 – Deliberation regarding economic development negotiations; to deliberate the offer of a financial or

other incentive to a business prospect with possible discussion and action related thereto in open session and Section 551.072 – Deliberation regarding real property with possible discussion and action related thereto in open session.

7. RECONVENE INTO OPEN SESSION

8. Special Recognition and Acknowledgements

- A. Oath of Office administered by former City Manager Roger Roecker to new City Manager Morad Kabiri
- B. Presentation of Appreciation to Friendswood High School Media Interns
- C. Presentation of the Texas Municipal Library Directors Association (TMLDA) 2017 Achievement of Library Excellence Award by Rebecca Pool, Library Director at the Deer Park Public Library and past President of TMLDA
- D. Presentation of the Five Star Spirit Award for the First Quarter of 2018 to Michael Boyett, Recreation Superintendent, Parks and Recreation Department

9. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period)

10. Communications from Committees and Special Reports

- A. Annual Report from Fourth of July Steering Committee Vice-Chair Barbara Blanchard

11. City Manager's Report

- A. Report on Spring Sparkle Cleanup Event
- B. Memorial Day Ceremony
- C. The Mitch & Artha Wright Concerts in the Park
- D. Hurricane Preparedness
- E. Keep Friendswood Beautiful Facebook Photo Contest
- F. Emergency Medical Services (EMS) Safe Sitter Essentials Program
- G. Election Contest Lawsuit Update
- H. Hurricane Harvey Update

12. Discussion and possible action regarding approving a Chapter 380 Business Incentive Grant Application for Economic Development with Tannos Land Holding III, LLC, for 505 S. Friendswood Drive, and authorize the Mayor to execute the agreement.

13. Discussion and possible action regarding approval of a Development Agreement related to the construction of Friendswood Lakes Boulevard.

14. Discussion and possible action regarding approval of an Interlocal Agreement

with Galveston County related to their November 2017 Bond Program.

15. Discussion and possible action regarding naming the Dog Park and Doggy Splash Pad City facilities.
16. Discussion and possible action regarding concurrence with the City Manager's appointment of the Director of Community Development.
17. Discussion and possible action regarding the extension of the water meter reading services contract between the City of Friendswood and Inframark (formerly Severn Trent).
18. Discussion and possible action regarding a City-Wide Traffic Study.
19. Resolutions

Consideration and possible action regarding the following:

- A. Resolution R2018-07: A resolution of the City of Friendswood, Texas, finding that CenterPoint Energy Houston Electric, LLC's, application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.
- B. Resolution R2018-08: A resolution of the City of Friendswood, Texas, requesting the State of Texas seek a waiver to the 70 percent overall benefit requirement and propose that 50 percent of Housing and Urban Development Community Development Block Grant Disaster Recovery Funds be used to support low-and moderate-income persons and supporting Galveston County's efforts in seeking said waiver.
- C. Resolution R2018-09: A joint resolution of the City Council of the City of Friendswood and the Board of Trustees of the Friendswood Independent School District providing for a Cooperative Comprehensive Emergency Management Plan.
- D. Resolution R2018-10: A resolution of the City Council of the City of Friendswood, Texas, authorizing the Galveston County Assessor and Collector of Taxes to Assess and Collect Tax of property in the City of Friendswood, Texas, and repealing all other resolutions inconsistent or in conflict herewith.

20. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2018-08: (Title: Second and Final reading of an ordinance amending the zoning classification for a tract or parcel containing 3.306 acres located at 2245 and 2275 Thomas Trace, Friendswood, Texas, by granting a zone classification change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) for the following NAICS Uses, "#6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and

#623312 – Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care),” as more fully described herein) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel containing 3.306 acres of land, also known as Reserves F (1.428 acres) & G (1.878 acres), final plat of Fountains @ Friendswood, City of Friendswood, Galveston County, Texas; amending the zone classification from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) and granting a Specific Use Permit for NAICS Uses “#6231 – Nursing Care Facilities, Skilled Nursing Facilities, #623311 – Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care);” providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

- B. Ordinance No. T2018-12: (Title: First and Final reading of an ordinance adopting Budget Amendment VIII to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2017-2018 by approving “Budget Amendment VIII” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

21. Communications from the Mayor and Councilmembers

22. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing the disposal of Police Department Vehicles through Houston Auto Auction
- B. Approving an Interlocal Agreement regarding use of Friendswood Independent School District school buses for July 4th and Summer Program Bus Service
- C. Approving a Memorandum of Understanding (MOU) with Friendswood Independent School District (FISD) for use of their facilities for an ongoing City recreation program
- D. Approving a Buyout License Agreement for 502 and 504 Falling Leaf and authorizing the Mayor to execute the agreement
- E. Approving a Buyout License Agreement for 1202 Myrtlewood and authorizing the Mayor to execute the agreement
- F. Ratify the Mayor’s execution of a letter from the Mayors of Friendswood, League City and Dickinson, Texas, to Governor Greg Abbott and Texas Land Commissioner George P. Bush, seeking a waiver to HUD’s Low-to-Moderate Income provisions for Community Development Block Grant (CDBG) Disaster Recovery funds
- G. Authorizing the Mayor to call a Regular Meeting of the City Council on May 14,

- 2018, to canvass the May 5, 2018, Joint General and Special Election results
- H. Authorizing the Mayor to execute a contract for debris management services for emergency management purposes
 - I. Authorizing the Mayor to execute a contract for Monitoring Services for Debris Removal for emergency management purposes
 - J. Authorizing the Mayor to execute a contract for Meal Catering Services for Emergency Responders for emergency management purposes
 - K. Authorizing the final acceptance of the Friendswood Lakes Boulevard, West Ranch Paving and Utilities improvements project into the contractor's one-year maintenance period
 - L. Authorizing the final acceptance of the SCADA System Upgrade project into the contractor's one-year maintenance period
 - M. Approving a Memorandum of Understanding (MOU) with BCFS Health and Human Services for Emergency equipment
 - N. Accepting an art donation to be located at Stevenson Park
 - O. Authorizing the final acceptance of West Ranch Arbor Gate Section 6 of Paving and Utilities Improvements into the contractor's one-year maintenance period
 - P. Accepting the March 2018 Property Tax Report

23. Adjournment

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON MAY 03, 2018, AT 5:30 PM.

MELINDA WELSH, TRMC
CITY SECRETARY

****All meetings of City Council are open to the public, except when there is a necessity to meet in an Executive Session (closed to the public) under the provisions of Section 551, Texas Government Code. The City Council reserves the right to convene into Executive Session to hear any of the above described agenda items that qualify for an executive session by publicly announcing the applicable section number of the Open Meetings Act.**



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: May 1, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Update on 2013 Bond Program Projects and Other Capital Projects

Proceeding: Work Session

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the February 2014 Council meeting, Council directed staff to pursue the Seven-Year plan in undertaking the 2013 Bond Program. Since that meeting, the following activities have been started relative to the bond projects (**please note, a PowerPoint presentation will be provided at the meeting Monday night for additional background**):

- **Old City Park** –The preconstruction meeting was held on April 24, 2018 and the notice to proceed will be issued May 14, 2018. The water and sanitary sewer portion of the project has been completed by City crews. The revised project includes a parking lot with 44 spaces, 1,650 linear feet of sidewalks, and storm sewer. A contract has been completed with Story Architects to begin design on the Restroom Building and Pavilion.
- **Blackhawk Boulevard Phase II** – The preconstruction meeting is scheduled for May 3, 2018. The City plans to issue the notice to proceed on June 4, 2018 to allow for Wedgewood Elementary to be completed for the school year. City Council approved three alternates on the project to allow for construction to go from Friendswood Link to Edenvale.
- **Pavement Management Study** – The City has received the detailed report and is the process of reviewing the information. Staff will present a thorough overview to Council during the Capital Projects Update.
- **Lift Station**

Lift Station 23 (FM 518 near Century Ln.) – Staff has reviewed the engineer's recommendation on the wet well and met with the design team to resume design for

the project. Staff anticipates bringing an amendment to the contract in June and going out for bids the first quarter of next year.

- **Third Clarifier at the Blackhawk Wastewater Treatment Plant**—The Third Clarifier is in full operation with the final walk-through being conducted in April. There are minor punch list items to be complete and only retainage is being held. The Plant has begun the process of a Re-rating the plant to acknowledge the completion of the project and the increased wet weather flow capacity.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None

ATTACHMENTS

[CM Report April 2018](#)

[Seven Year Plan](#)

Capital Projects Monthly Report

April 2018

I. 2013 BOND PROJECTS – ROUND 1

FS#4 Renovations & New Fire Station at PSB

GO1501 & GO1502

Project Manager:		Tuan Nguyen		
Project Funding Source:		2013 Facilities Bond		
Approved Project Budget:		\$6,500,000.00		
Approved Change Orders:		-\$20,000.00		
Estimated Completion:		August 2017		
Project Status:		Under Construction		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$478,000.00	-\$20,000.00	\$458,000.00	\$452,246.13
Construction:	\$6,100,500.00	\$0.00	\$6,100,500.00	\$5,795,475.00
Miscellaneous:	\$6,500.00		\$6,500.00	\$6,500.00
Testing:				
Total:	\$6,585,000.00	-\$20,000.00	\$6,565,000.00	\$6,254,221.13
Contingency	\$0.00	\$0.00	\$0.00	\$0.00

For FS4: Punch list completed. Certificate of Occupancy was issued on May 5, 2017.

For FS1: Punch list completed. Certificate of Occupancy was issued on August 1, 2017.

Centennial Park Basketball Pavilion

GO1504

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		2013 Parks Bond Program		
Approved Project Budget:		\$750,000.00		
Approved Change Orders:		\$37,103.00		
Estimated Completion:		February 2017		
Project Status:		Under Construction		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$33,000.00	\$0.00	\$33,000.00	\$30,202.11
Construction:	\$462,000.00	\$34,547.75	\$496,547.75	\$471,720.36
Miscellaneous:	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
Testing:	\$8,142.00	\$2,555.25	\$10,697.25	\$10,697.25
Total:	\$505,142.00	\$37,103.00	\$542,245.00	\$514,619.72
Contingency:	\$8,658.00		\$0.00	\$8,658.00

Certificate of Occupancy was issued on August 1, 2017 and the project was accepted at the August meeting. No change since last report.

Capital Projects Monthly Report

April 2018

Lake Friendswood Park

GO1506A

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		2013 Parks Bonds Program		
Approved Project Budget:		\$1,080,000.00		
Approved Change Orders:		\$145,281.65		
Estimated Completion:		January 2017		
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$0.00	\$0.00	\$0.00	\$0.00
Construction:	\$701,189.50	\$146,981.65	\$848,171.15	\$845,921.15
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$5,776.00	-\$1,700.00	\$4,076.00	\$3,990.00
Total:	\$706,965.50	\$145,281.65	\$852,247.15	\$849,911.15
Contingency	\$70,110.00		\$21,110.00	\$49,000.00

Lake Friendswood Park trail, restroom, and pavilion is complete. COF Parks Department is working on adding amenities to the pavilion and sidewalk to the workout stations.

Old City Park

PK0070

Project Manager:		Tuan Nguyen		
Project Funding Source:		2013 Parks Fund Program		
Approved Project Budget:		\$400,000.00		
Approved Change Orders:		-\$125,035.50		
Estimated Completion:				
Project Status:		Design Phase		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00
Construction:	\$419,038.30	-\$125,035.50	\$294,002.80	\$0.00
Miscellaneous:	\$67,720.93	\$0.00	\$67,720.93	\$48,442.40
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$497,259.23	-\$125,035.50	\$622,294.73	\$58,942.40
Contingency	\$0.00		\$0.00	\$0.00

Underground piping was completed by City staff. The Contractor has been issued the notice to proceed for May 14, 2018.

Capital Projects Monthly Report

April 2018

2013 Street Bond Projects – Round 1 GO1509, GO1510, GO1511 & GO1512

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program and FY2016 Street Funds			
Approved Project Budget:	\$2,869,162.38			
Approved Change Orders:	\$60,624.41			
Estimated Completion:	August 2017			
Project Status:	Under Construction			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$221,698.00	\$0.00	\$221,698.00	\$214,098.08
Construction:	\$2,460,424.38	\$67,936.91	\$2,528,361.29	\$2,444,445.84
Miscellaneous:	\$15,000.00	\$7,312.50	\$7,687.50	\$7,687.50
Testing:	\$64,040.00	\$0.00	\$64,040.00	\$52,854.50
Total:	\$2,761,162.38	\$60,624.41	\$2,891,078.33	\$2,719,085.92
Contingency:	\$123,000.00		\$49,906.62	\$73,093.38

Project is completed. The project was accepted by City Council at the November 2017 meeting.

Woodlawn Avenue Reconstruction GO1516

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program			
Approved Project Budget:	\$569,000.00			
Approved Change Orders:	\$0.00			
Estimated Completion:	N/A			
Project Status:	In Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$81,710.00	\$0.00	\$81,710.00	\$77,210.00
Construction:	\$453,682.30	\$0.00	\$453,682.30	\$426,693.92
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$535,392.30	\$0.00	\$535,392.30	\$503,903.92
Contingency:				

Project is completed. The project was accepted by City Council at the November 2017 meeting.

Capital Projects Monthly Report

April 2018

II. CITY COUNCIL'S PRIORITY PROJECTS

1776 Park Improvements PK0052

Project Manager:		James Toney		
Project Funding Source:		PDO		
Approved Project Budget:		\$31,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		N/A		
Project Status:		Project Planning		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:				
Construction:				
Miscellaneous:				
Testing:				
Total:				
Contingency				

No change since the last report however since we are completing other parks projects we will direct activities back to this project.

Activity Center Feasibility Study 8AB452

Project Manager:		Rick Watkins		
Project Funding Source:		General Fund Balance:		
Approved Project Budget:		\$5,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		October 2017		
Project Status:		In Review		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Total:	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00

Joiner Architect gave their presentation of the feasibility study findings and recommendations to the City of Friendswood staff and City Council at the August 7, 2017 council meeting. No change since the last report.

Capital Projects Monthly Report

April 2018

Blackhawk Boulevard Phase II GO1515

Project Manager:	Rick Watkins			
Project Funding Source:	2013 Street Bonds Phase III			
Approved Project Budget:	\$5,582,547.95			
Approved Change Orders:	\$0.00			
Estimated Completion:				
Project Status:	Under Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$849,168.95	\$0.00	\$849,168.95	\$709,015.51
Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$849,168.95	\$0.00	\$849,168.95	\$709,015.51
Contingency	\$0.00		\$0.00	\$0.00

The preconstruction meeting has been scheduled for May 3, 2018 at 2:00 pm and the project start date (notice to proceed) is June 4, 2018.

III. Water & Sewer Bond Projects

Water Plant #2 Replacement UW0017

Project Manager:	Tuan Nguyen			
Project Funding Source:	Water & Sewer Working Capital			
Approved Project Budget:	\$1,414,032.00			
Approved Change Orders:	-\$17,500.00			
Estimated Completion:				
Project Status:	One-Year Maintenance Period			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$108,540.00	\$0.00	\$108,540.00	\$104,784.98
Construction:	\$1,229,000.00	-\$17,500.00	\$1,211,500.00	\$923,820.85
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$15,042.00	\$0.00	\$15,042.00	\$9,104.00
Total:	\$1,352,582.00	-\$17,500.00	\$1,370,082.00	\$1,037,709.83
Contingency	\$61,450.00		\$61,450.00	\$0.00

Project is complete however no longer operational due to events from Hurricane Harvey. The City is working with FEMA officials under Emergency Protective Measures to rehabilitate/fix the damages sustained.

Capital Projects Monthly Report

April 2018

Lift Station #18 Replacement

USL018

Project Manager:	Tuan Nguyen			
Project Funding Source:	Water & Sewer Working Capital			
Approved Project Budget:	\$500,000.00			
Approved Change Orders:	\$23,955.60			
Estimated Completion:	September 2017			
Project Status:	One-Year Maintenance Period			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$86,390.00	\$0.00	\$86,390.00	\$86,390.00
Construction:	\$815,155.60	\$23,955.60	\$839,111.20	\$839,111.20
Miscellaneous:	\$825.00	\$0.00	\$825.00	\$825.00
Testing:	\$8,889.00	\$0.00	\$8,889.00	\$2,562.32
Total:	\$911,259.60	\$23,955.60	\$943,304.00	\$928,888.52
Contingency	\$15,000.00		\$15,000.00	\$0.00

Lift station was accepted by Council at the September 11, 2017 meeting.

Lift Station #23 Replacement

WS1601

Project Manager:	Public Works Staff			
Project Funding Source:	Water and Sewer Working Capital			
Approved Project Budget:				
Approved Change Orders:				
Estimated Completion:				
Project Status:	In Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$158,800.00	\$0.00	\$158,800.00	\$66,099.80
Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:				
Total:	\$214,340.00	\$0.00	\$214,340.00	\$100,099.80
Contingency				

A Design contract was awarded during the February Council meeting. Lockwood, Andrews, and Newman were awarded the contract and have started the basic design of the Lift Station #23. As a component of design, an issue has arisen in regard to our ability to reuse the existing force main. TCEQ regulations may impact the use of the existing force main, requiring the installation of a new, smaller one. Staff is continuing to work with LAN on the design changes. Staff is working with individual contractors for an in-depth evaluation of the wet well. Staff held a Pre-Con/Coordination meeting on January 23. Inspection of the wet well occurred on February 14, 2018, the finalized report has been received and being reviewed. City staff met with LAN to discuss the best method to proceed on the project last week. Once a plan is agreed upon, design plans will resume.

Capital Projects Monthly Report
April 2018

IV. RESIDENTIAL DEVELOPMENTS

Arbor Gate Section #6 – Utilities

All testing has passed and awaiting final walkthrough for acceptance. Substantial completion walk-thru completed awaiting completion of punch list for acceptance. Project is complete awaiting completion of project documents before acceptance.

Arbor Gate Section #6 – Paving

Paving complete awaiting final walkthrough for acceptance. Substantial completion walk-thru completed awaiting completion of punch list for acceptance. Project is complete awaiting completion of project documents before acceptance.

Friendswood Lakes Blvd – Paving/Utilities

All paving and utilities installed, finalizing second stage of inlets and dressing. Substantial completion walk-thru was held February 21, contractor is currently working to complete the punch list. Project is complete awaiting Council acceptance during May meeting.

Sterling Creek Section #3

Council Acceptance September 11, 2017. No change since last report.

Friendswood Trails – Paving/Utilities

A preconstruction meeting was held September 25, 2017. The general contractor is Angel Brothers. Utilities, dirt, paving, and testing crews all on site. Utilities are 90 percent complete while paving operations are in the initial stages.

V. COMMERCIAL DEVELOPMENTS

The Beldon Senior Apartments

A pre-construction meeting for the section was held January 10, 2017. The general contractor is David Wight Construction the testing lab is Coastal Labs. Bac T's completed, minor sanitary sewer testing still pending. No change since last report.

VI. ADMINISTRATIVE & IN-HOUSE PROJECTS

Crawford Ditch Evaluation – 100% upload of data, reviewing and finalizing details.

Technical Specifications – Reviewing current Specifications.

Sign Policy – Finished and on the Website.

Capital Improvements Program - Revised Capital Improvements Program Manual approved and on the website.

Design Criteria - Revised Design Criteria Manual and on the website.

Capital Projects Monthly Report
April 2018

Right of Way Permits Approved:

2018-25 – FM 518 Heritage to Spreading Oaks - ATT
2018-26 – 502 S. Friendswood Drive
2018-27 – 305 Charleston Drive - CPG
2018-28 – 198-416 Friendswood Drive - ATT
2018-29 – 406 Independence - CPG
2018-30 – 1312 Steele Drive - CPG
2018-31 – 1729 S. Friendswood Drive - Comcast
2018-32 – 203 S. Friendswood - ATT
2018-33 – 1201-1211 Beechwood Drive - ATT
2018-34 – 505 FM Friendswood - ATT

Ordinance 300's:

Due to Hurricane Harvey and damage to the equipment, the traffic studies are running behind. New traffic counters and charge have been ordered and should be here next week.

Ordinance 300 Requests – Approved

2017-18 – Friendswood Lakes Boulevard – New Speed Limit Signs
2017-26 – FM2351/ E, Edgewood Drive – Temporary Reduction of Speed during construction
2018-02 – Make One Way between pool and City hall parking lot 2 way traffic

Ordinance 300 Requests – Disapproved

2017-19 – Friendswood Lakes Boulevard @ Stoney Lake Drive – Make All Ways Stop
2017-22 – Townes Forest Road – Excessive Speeding

Ordinance 300 Requests – Information sent

2017-09 – Peridot Lane – Speed Bumps
2017-17 – Friendswood Lakes Boulevard – Radar Signs

Ordinance 300 Requests – Pending

2017-04 – W. Edgewood Drive (FM 2351) – Speeding
2017-07 – Morningside Drive – No Through Trucks
2017-15 – Park Water Drive – No Parking
2017-16 – Winding Way & Leisure Lane – Traffic Signals
2017 21 – Forest Bend Avenue – Sight distance
2017-23 – Paint Rock Road – Excessive Speeding
2017-24 – W. Castlewood – Excessive Speeding
2017-25 – Cedarwood Drive – All Way Stop
2017-27 – Sunmeadows – Excessive Speeding
2017-28 – Briar Meadow – Cline Traffic
2017-30 – Blackhawk Boulevard – Speeding
2017-31 – Austin Chase 2 – Excessive Speeding
2017-32 – FM 528 – Fire House Signs
2018-04 – Polly Ranch Park – Remove Friendswood Information Sign
2018-05 – Post Private Parking Signs on Private Park Property.
2018-06 – Briar Meadow Stop Sign Clarity

Capital Projects Monthly Report

April 2018

Ordinance 300 Requests – Waiting Requestor Response

2016-10 – Linson Lane – Dead End sign

2016-16 – Galloway School – Flashing Lights and Crosswalk

2016-18 – Wilderness Trails Subdivision – Excessive Speeding

2017-01 – Dominion Court – No Exit/Dead End

Ordinance 300 Requests – Waiting TxDOT Response

2017-10 – Annalea – Traffic Signal

2018-03 – Request left turn Bay on South FM 518 to Magnolia Avenue

Ordinance 300 Requests – Work Order – No 300 needed

2017-18 – Friendswood Lakes Boulevard – Change Speed Limit Signs

2017-29 – City Limit Sign on Bay Area Boulevard

VII. ONE-YEAR MAINTENANCE EXPIRATION

PROJECT

DATE

Arbor Gate Section 1*

February 2, 2018

SCADA

February 2, 2018

Water Plant #2

February 2, 2018

Sterling Creek Section 3

August 8, 2018

Lift Station 18

September 11, 2018

Arbor Gate Section 2

October 2, 2018

2013 Street Bond Project

November 6, 2018

Woodlawn

November 6, 2018

Arbor Gate Section 5

November 6, 2018

*A few punch list items left to complete.

Seven-Year Plan Round 1	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Design - Expansion of Station 4 & New Station at PSB	\$ 484,500
Prop 2 - Library	
Library Expansion	\$ 2,525,000
Prop 3 - Parks	
Centennial Park Improvements	\$ 750,000
Expansion of Existing Parks*	\$ 1,400,000
Lake Friendswood	\$ 500,000
Sportspark Improvements	\$ 1,718,000
Stevenson Park Improvements	\$ 246,500
Prop 4 - Streets	
Mary Ann Dr	\$ 549,000
Shadowbend Ave	\$ 393,000
Townes Road	\$ 273,000
Winding Road	\$ 642,000
Totals Round 1	\$ 9,481,000

Seven-Year Plan Round 2	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Construction of Station 4 Expansion & New Station at PSB	\$ 6,100,000
Prop 3 - Parks	
Improvements - Other Parks	\$ 670,500
New Parkland*	\$ 2,000,000
Totals Round 2	\$ 8,770,500

Seven-Year Plan Round 3	
Project	Est. Capital Cost
Prop 4 - Streets	
Blackhawk Blvd	\$ 5,453,000
Woodlawn Dr	\$ 400,000
Totals Round 3	\$ 5,853,000

* Actual cost of new parkland will vary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: May 2, 2018

Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri

Originating Department: CMO

Subject: County Bond Election

Proceeding: Workshop

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Since the April workshop regarding the Galveston County Bond Program and Friendswood Lakes Blvd, the landowners abutting the future roadway have made a written offer to participate toward the matching component of the project. In short, three property owners are offering:

- Full right-of-way, 100-feet wide, for the roadway's construction; and
- \$200K a piece toward the County's offer to match (\$600K Developers)

Council may recall that during the November 2017 County Bond election, an item on the ballot by the County was for a transportation project in Friendswood. The County developed a matrix to determine the available funds for each city in the County. The City of Friendswood was allocated \$3.57 million with a dollar for dollar match up to one million additional funds. With the Developer's contribution and the corresponding match by the County, the total funds available for this project are \$4.77M.

Over the course of this past month, both the Developers and City staff have reevaluated project costs and find the "drive-out" costs for this project, inclusive of engineering, surveying, and construction, range from \$4.6M to \$5.8M. Unfortunately, the actual cost for the roadway will not be known until the project has been designed and bid. Should costs come in in excess of \$4.77M, the City would have to put funds in with County provided the County's matching offer has not been exceeded.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City.

RECOMMENDATIONS

A draft Development Agreement and Interlocal Agreement is on the agenda for later this evening.

ATTACHMENTS

None.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 05/07/2018

Date Submitted: 04/24/2018

Dept. Clearances: MP

Prepared by: Mary Perroni

Subject: TMLDA Achievement of Library Excellence Award

Originating Department: Library

City Attorney Review: N/A

Proceeding: Special Recognition and Acknowledgement

Degree of importance: Critical ☐ Significant X ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Friendswood Public Library has received the 2017 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

Rebecca Pool, Library Director at the Deer Park Public Library and past President of TMLDA will present the award.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

For the fourth consecutive year, the Friendswood Public Library has been honored with the Achievement of Library Excellence Award from the Texas Municipal Library Directors Association. The award recognizes library staff for their commitment to service and educational programming in our community.

Only 52 libraries from among the more than 548 public libraries statewide made the cut for this prestigious honor in 2017. The award is given annually to libraries that demonstrate service excellence in 10 areas: Summer Reading Program, Underserved Populations, Enhanced Service, Marketing and Publicity, Digital Inclusion, Cultural and Educational Programming for Adults, Literacy Support, Collaboration, Training, and Workforce Development.

The Friendswood Public Library kept busy during Fiscal Year 17, assisting 180,303 customers, circulating 340,917 books, magazines, audiobooks, DVDs, CDs and more.

Hundreds of events and programs annually focused on literacy, computer skills, arts and crafts, and storytelling were provided to 29,868 residents and attendees.

We would like to recognize the efforts of Mary Perroni, Library Director, and all the staff at the library; especially, Assistant Library Director Matthew Riley who compiled the supporting documents submitted for this award.

ATTACHMENTS

[Notification Letter](#)



March 1, 2018

Mary Perroni
Friendswood Public Library
416 S. Friendswood Dr
Friendswood, TX 77546

Dear Mary:

Congratulations go to Friendswood Public Library. On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you've earned the *2017 Achievement of Excellence in Libraries Award*. Your application clearly demonstrated your commitment to provide exceptional service.

Of the 548 public library systems in Texas, your library is one of only 52 who have earned this year's award. With this honor, your library is now in the top 10% of all public libraries in the State.

We know you will want to proudly display your accolades, which include an award plaque, congratulatory letter, and for the first time this year, a digital medal. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site, or if you prefer, to a page you create showing your accomplishments and/or completed application.

If you would like a local TMLDA representative to present your award publicly, please contact Shelley Holley, Achievement of Excellence in Libraries Award committee chair at 972-292-5610, or sholley@friscotexas.gov.

Again, congratulations on this accomplishment, and thank you for providing your community with outstanding and innovative services to enrich the lives of your residents.

Warmly,

A handwritten signature in black ink that reads "Shelley Holley".

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form must be completed and distributed a minimum of two weeks prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 5/7/2018

Date Submitted: 4/30/2018

Dept. Clearances: CMO

Prepared by: GCF

Subject: Five Star Spirit Award Recognition

Originating Department: CMO

Proceeding: Special Acknowledgement

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Five Star Spirit Award recipient for the first quarter of 2018 is Michael Boyett. Michael is the Recreation Superintendent in the Parks and Recreation department and began working for the City in May of 2007.

Michael was nominated by a resident whom, after losing a child involved with many of the Parks and Recreation's Programs stated "In honor and memory of our daughter Emma, a dual tree dedication ceremony was planned with Michael's kindness, consideration, professionalism and community dedication. Our family is beyond appreciation. In addition to the lasting tribute to our daughter's life made possible, our hearts were filled with the wonderful sense of community, caring and belonging that is Friendswood. Michael and the Parks and Recreation Department are a pillar of that community we all love and are so fortunate to have for us and our children."

Michael is also the Chair of the Five Star Spirit Award Committee and dedicates a lot of his time planning and putting on events for the City of Friendswood employees throughout the year.

Michaels's actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate Michael on being the recipient of the Five Star Spirit Award for the first quarter of 2018 and thank him for his service to our citizens!

2017
Friendswood Fourth of July
Celebration

Good evening Mayor and Councilmembers. It is my pleasure to represent the Fourth of July Steering Committee.

On Wednesday, July 4th the Committee and the City of Friendswood proudly present the 123rd annual Fourth of July Celebration. This year's theme is **"Friendswood Strong."**

The day begins at 10 a.m. with our Grand Parade. It features more than 100 entries from Friendswood and around the State. This year we will be honoring as our **Parade Grand Marshalls all First Responders** – Fire, Police, EMS, Fisd Employees, All City Staff, And Numerous other organizations that continue to help our community, and last but not least our citizens who set aside their own personal safety to help their fellow man. Their Bravery and Outstanding Efforts to our community and surrounding areas during Hurricane Harvey are unforgettable.

After the parade, in Stevenson Park there will be rides, games, food, live entertainment, and more than 50 booths, until 3:30.

The Evening Program at Centennial Park begins at 7:30. Starting at 6:30, there will be free shuttle service to the Park from Friendswood High School and Friendswood United Methodist Church.

Chinatown, will headline the evening entertainment. They will be followed by a fantastic fireworks extravaganza, choreographed to patriotic music.

For more information, sign up to be in the parade, or have a booth in Stevenson Park, please contact the Parks and Recreation Department at 281-996-3220.

We would like to thank this year's 2018 Committee Members:
Chair Tommy McDonald,
Vice-Chair Barbara Blanchard,
Anthony, Christine, Michelle, and Stacy Scarpa,
Darrell Fales,

Rufino Ramirez,
Terri Corbett,
Kathy Molinaro, and
Renaë Rives.

The Friendswood Chamber of Commerce Liaison is Lucy Woltz.

City Council Liaison is John Scott.

From the Parks and Recreation Department; Director James Toney, and his
staff,
Kimberly Ramirez,
Heather Whitty,
Katy Blanchard,
Michael Boyett,
Gary Williams, and
the Parks and Public Works Crewmembers



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: March 14, 2018

Dept. Clearances: Morad Kabiri

Prepared by: Karen Capps, CMO/ED

Subject: Chapter 380 Municipal Grant Agreement with Tannos Land Holding III, LLC.

Originating Department: CMO/ED

City Attorney Review: MKF

Proceeding: C&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$100,000

Amount Budgeted: \$0

Appropriation Required: \$100,000

Source of Funds: Undesignated GF Balance

FINANCIAL APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Project Summary

- Tannos Construction and Development, LLC plans to construct a new four-story commercial building totaling 63,400 square feet on 2.7133 acres of land in downtown located at 505 S. Friendswood Drive
- Estimated value of the building shell, excluding interior buildout, is \$10 million.
- Developer has received letters of intent from both office and retail/restaurant business tenants to occupy space in the building

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

- The new building will be a flagship development in the City's downtown and serve as a catalyst for future development
- Estimated new City revenue (without tenant buildout) is \$52,735 annually.
- It is anticipated that more than 200 jobs will result from the new development.

RECOMMENDATIONS

The Economic Development Agreement is structured to reimburse the developer a total of \$100,000 as follows:

1. City will issue \$50,000 to Developer, 45 days after certificate of occupancy is issued for the completion of the new 63,400 square foot building.
2. City will issue \$50,000 to Developer, 45 days after 50% of the building has been occupied by business tenants and their appropriate certificates of occupancy have been issued.

ATTACHMENTS

[Economic Development Agreement](#)
[Exhibit A – Survey](#)
[Exhibit B – Application](#)
[Memo – Economic Impact Statement](#)
[Project Spreadsheet](#)

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 7th of May, 2018, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (“City”), and **Tannos Land Holding III, LLC** (“Developer”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Developer proposes to enter into an agreement to construct a certain commercial building consisting of 63,400 square feet at 505 S. Friendswood Drive, (the “Project Facility”) on 2.7133 acres of land, consisting of two tracts of 2.0653 acres and .648 acres of land being part of Lot 2, Block 4 of the Friendswood Subdivision of the J.R. Williams or Sarah McKissick League, Galveston County, Texas, and which location is more particularly described and depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, Developer proposes to erect a new four-story commercial building consisting of 63,400 square feet, the total estimated cost of which is \$10,000,000; and

WHEREAS, upon completion of such construction, business tenants that are identified on the City’s Target Market List propose to locate to the city and occupy the Project Facility; and

WHEREAS, Developer has applied to City for a business incentive grant to help defray a portion of the costs of construction referred to above, a copy of which application (the “Application”) is attached hereto and made a part hereof as **Exhibit B**; and

WHEREAS, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, municipalities are authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with such enabling laws, City has adopted a “Chapter 380 Economic Development Program” (the “Program”); and

WHEREAS, City hereby finds and determines that Developer’s proposed Project, together with the proposed Project Facility, as set forth in the Application, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

WHEREAS, City desires to provide an economic development incentive grant to induce Developer to proceed with the implementation of the Project; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Inducement by City.

City commits that it will provide an economic incentive grant (“Grant”) to the Developer in accordance with the terms contained herein. The Grant is defined as consisting of two (2) separate components, one (1) for the construction of the new commercial building which Developer proposes to erect as identified in this Agreement; and (2) for business tenant occupancies of the Project Facility.

The first component of the Grant in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) shall be provided to Developer following completion of construction of the 63,400 square foot building, payable not later than forty-five (45) days from the date upon which the Project Facility has received required certificates of occupancy from the City.

The second component of the Grant in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) shall be provided to Developer following completion of the Project Facility and upon Developer providing City a list of tenants occupying at least fifty-percent (50%) of the Project Facility. Upon satisfaction of this condition, City shall issue payment to Developer not later than forty-five (45) days from the date upon which business tenants shall have received required certificates of occupancy from the City.

These Grant funds will be used toward reimbursement to Developer for costs including but not limited to building improvements, utility line extensions, drainage improvements, water and sewer impact fees, or fees relating to or required for the connection of the Project Facilities to City public infrastructure.

II. Performance by Developer.

Improvements to Project Facility. Developer shall provide for the new construction of the Project Facility as set forth in the Application. Construction shall commence within 160 days following the date hereof, and shall be substantially complete within four-hundred fifty-five (455) days hereof. The value of improvements to the Project Facility shall be as determined by the Galveston County Central Appraisal District as of January 1, 2019.

III. Recapture for Default. Grant funds provided hereunder by City shall be contingent on compliance with the provisions of Section II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by City to Developer, Developer shall refund to City the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to City within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

IV. Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Galveston County, Texas.

V. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Developer:

Louis Tannos

If to City:

City Manager
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer without restriction to any wholly owned subsidiary or affiliate of Developer or other entity controlled by Developer or by a subsidiary or affiliate of Developer, provided that notice of each assignment shall be given in writing to City, but no other assignment shall be effective without the City's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer set forth in this Agreement. Such approval shall not be unreasonably withheld.

VII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

VIII. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

IX. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

X. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation

of a business or thereafter continuously operate a business in the Project Facilities. The City and Developer acknowledge and agree that Developer may, at its sole discretion and at any time cease the operation of its business in the Project Facilities, and City hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer except for the recapture of Grant funds as specifically set forth in this Agreement. Provided, however, if Developer fails to construct the improvements to the Project Facilities as set forth herein, Developer agrees to reimburse City for all costs expended by City or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between City and Developer, with regard to the Project, and City shall have no right hereunder to control the operation of Developer or the Project. Provided, however, nothing contained herein shall be construed as waiving or limiting the power and authority of City to exercise its police powers, or exempt Developer from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or City.

XII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not author this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Friendswood and **Tannos Land Holding III, LLC**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

City of Friendswood, Texas

Melinda Welsh, City Secretary

By: _____
Kevin Holland, Mayor

ATTEST:

Tannos Land Holding III, LLC.

(Name and title)

By: _____
(Name and title)

EXHIBIT "A"

TRACT 1:

A tract or parcel of land containing 2.0653 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northeasterly right-of-way line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4;

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a 1/2" iron rod found with cap "Survey 1" for the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 173.17 feet to a 1/2" iron rod found for corner in the Southeasterly right-of-way line of Sunnyview Drive (60.00 feet wide);

THENCE North 45 deg. 02 min. 00 sec. East, along said Southeasterly right-of-way line of Sunnyview Drive, a distance of 289.00 feet to a 1 inch iron rod found for corner, said point being in a curve to the right;

THENCE in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, and along said curve to the right with a radius of 83.39 feet and a length of 55.83 feet to a 1/2" iron rod found with cap "Survey 1" for a point of reverse curvature;

THENCE continuing in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, along said curve to the left with a radius of 83.39 feet and a length of 55.83 feet to a 1" iron pipe found for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Kenney Tract, 007-59-0183 and along the Friendswood Historical Society, 010-86-0074, a distance of 270.00 feet to a rod in asphalt for corner, said point being in the Northwesterly right-of-way line of said Skyview Terrace Drive;

THENCE South 45 deg. 00 min. 00 sec. West along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 183.50 feet to a 1/2" iron rod FOUND with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. West, along the Easterly line of the Estlinbaum and Harman, Jr. Tract, recorded in 8930835, a distance of 138.00 feet to a 1/2" iron rod found with cap "Survey" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Northerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 92.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East along the Westerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 5.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. West, along the Northerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 116.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 2.0653 acres of land, more or less.

TRACT 2:

A tract or parcel of land containing 0.648 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set with cap "Survey 1" at the intersection of the Northeasterly right-of-way Line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 .00 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4;

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of a 2.0653 acre tract recorded in 2006064808, a distance of 116.75 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. West, along the Northeasterly line of said 2.0653 acre tract, a distance of 5.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of the said 2.0653 acre tract, a distance of 92.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Southwesterly line of said 2.0653 acre tract, a distance of 138.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner in the Northwesterly right-of-way line of Skyview Terrace Drive;

THENCE South 45 deg. 00 min. 00 sec. West, along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 208.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.648 acres of land, more or less.

"Note: The Company does not represent that the acreage or square footage calculations are correct"

FILED AND RECORDED

Instrument Number: 2016064123

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 10/18/2016 2:08PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

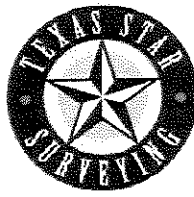


A handwritten signature in cursive script, reading "Dwight D. Sullivan", written over a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.



Texas Star Surveying

15502 Old Galveston Rd Suite# 706 Webster, TX 77598

281-331-8414 Fax 281-486-0642

FRIENDSWOOD SUBDIVISION

TRACT 1, LOT 2, BLOCK 4

J. R. WILLIAMS OR SARAH McKISSICK LEAGUE

GALVESTON COUNTY, TEXAS

A tract or parcel of land containing 2.0653 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northeasterly right-of-way line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4:

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a ½" iron rod found with cap "Survey 1" for the POINT OF BEGINNING of the herein described tract of land:

THENCE continuing North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 173.17 feet to a ½" iron rod found for corner in the Southeasterly right-of-way line of Sunnyview Drive (60.00 feet wide):

THENCE North 45 deg. 02 min. 00 sec. East, along said Southeasterly right-of-way line of Sunnyview Drive, a distance of 289.00 feet to a 1 inch iron rod found for corner, said point being in a curve to the right;

THENCE in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, and along said curve to the right with a radius of 83.39 feet and a length of 55.83 feet to a ½" iron rod found with cap "Survey 1" for a point of reverse curvature:

THENCE continuing in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, along said curve to the left with a radius of 83.39 feet and a length of 55.83 feet to a 1" iron pipe found for corner:

THENCE South 45 deg. 00 min. 00 sec. East, along the Kenney Tract, 007-59-0183 and along the Friendswood Historical Society, 010-86-0074, a distance of 270.00 feet to a rod in asphalt for corner, said point being in the Northwesterly right-of-way line of said Skyview Terrace Drive:

THENCE South 45 deg. 00 min. 00 sec. West along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 183.50 feet to a ½" iron rod FOUND with cap "Survey 1" for corner;



Texas Star Surveying

15502 Old Galveston Rd Suite# 706 Webster, TX 77598

281-331-8414 Fax 281-486-0642

TRACT 2, LOT 2, BLOCK 4

FRIENDSWOOD SUBDIVISION

GALVESTON COUNTY, TEXAS

A tract or parcel of land containing 0.648 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set with cap "Survey 1" at the intersection of the Northeasterly right-of-way line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60.00 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4:

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of a 2.0653 acre tract recorded in 2006064808, a distance of 116.75 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

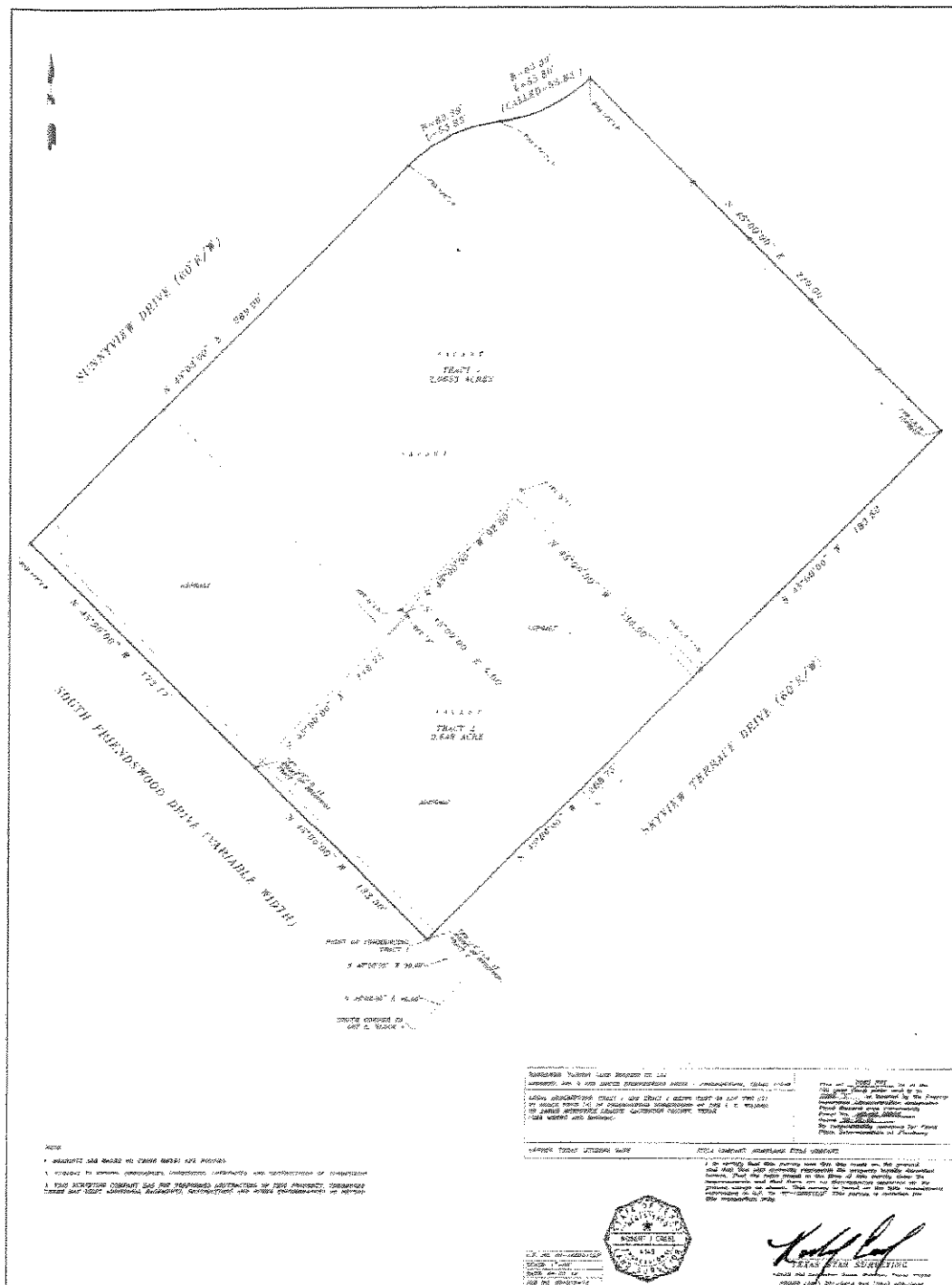
THENCE North 45 deg. 00 min. 00 sec. West, along the Northeasterly line of said 2.0653 acre tract, a distance of 5.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of the said 2.0653 acre tract, a distance of 92.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Southwesterly line of said 2.0653 acre tract, a distance of 138.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner in the Northwesterly right-of-way line of Skyview Terrace Drive:

THENCE South 45 deg. 00 min. 00 sec. West, along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 208.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.648 acres of land, more or less.

The company does not represent or insure that the acreage or square footage calculations in Schedule "A" description(s) is/are correct.



Attachment B

INCENTIVE WORKSHEET PROJECTS

OFFICE OF ECONOMIC DEVELOPMENT USE

THIS SECTION

Date 10/09/2017 Project Name Given Tannos Land Holding III, LLC

PROJECT CONTACT

Name Louis Tannos Company Tannos Construction + Development, LLC
Address 810 S. Friendswood Dr. Phone (281) 993-5502
Suite 110 Fax (281) 993-5585
Friendswood, TX 77546 E-Mail alcorbine@tannosconstruction.com
Mobil _____

GENERAL PROJECT DATA

Company Name Tannos Land Holding III, LLC Web Address _____
Location _____
Address 505 S. Friendswood Dr. New Construction ☒ Y ☐ N
Expansion ☐ Y ☒ N
Renovation to
Type of Business Circle One: ☒ Corporation ☐ Partnership
☐ Proprietorship ☐ Other Existing Building ☐ Y ☒ N
Real Property If Relocation list
Legal Descrip current location: _____
County Galveston Anticipated Open Date Jan 2019
Tax Acct #s 81-3757318
Primary Type of Product or Service Leasable Retail/office building NAICS _____
Circle One: R&D ☐ Hqtrs. ☐ Wholesale
Basic Industry ☒ Office ☒ Retail ☐ Other

SALES AND INVENTORY N/A

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax	Inventory
Year 1	\$ _____	% _____	\$ _____	
At Full Operation	\$ _____ (year)	% _____	\$ _____	
Estimated Annual Growth (percent)	% _____		% _____	% _____

FACILITY AND CONSTRUCTION INVESTMENTEstimated construction start date November 2017

	Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:	\$ <u>N/A</u>	%
Estimated New Furniture and Equipment Purchases:	\$ <u>N/A</u>	%
Est. \$ of Operating Purchases from Local Service Firms	<u>N/A</u>	

Value of Property before Improvements

Anticipated Size of Facility	(Square Feet)	Land	Real Property	Business Personal Property
Year 1	<u>59,599</u>	\$ <u>1,539,000</u>	\$	\$
Year 2				
Year 5				

Investment in Improvements and Bus. Personal Property

Lease Terms	Land	Real Property	Business Personal Property
Amount \$	\$ <u>—</u>	\$	\$
Lease Dates	<u>—</u>		

UTILITY IMPACT N/A

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$	\$

EMPLOYMENT CHARACTERISTICS N/A

Total Number of Employees	Type Employee	By Percentage	Average Salary
Year 1	Executive	%	\$
At Full Operation	Professional	%	\$
Percent Annual Growth	Administrative	%	\$
	Technical	%	\$
	Skilled Trades	%	\$
	Semi-Skilled		
	Trades	%	\$
	Unskilled Trades	%	\$
Total Facility Payroll	\$		
Number of Jobs Retained/Created in Friendswood			

TOURISM

Number of Annual Visitors:	
Average Duration of Stay:	

I. Information about the Business

a. History

Tannos Land Holding III, LLC is a limited liability company created and effective on 6/21/2016. The business plan for the corporation is to be a property owner to leasable retail and offices.

b. Ownership

Louis Tannos & Eric Langan are equal partners in Tannos Land Holding III, LLC.

c. Divisions/locations

N/A.

d. When, where you started

Tannos Land Holding III, LLC was formed in Friendswood, Texas and was effective on 6/21/2016.

e. State of organization

Tannos Land Holding III, LLC is an effective and working Domestic Limited Liability Company, filed with the Secretary State of Texas on 6/21/2016.

f. Directors and Officers

Louis Tannos & Eric Langan.

g. Provide copy of annual report/submission to Dun & Bradstreet

N/A.

II. Reasons for economic development incentives. Include any special considerations.

Tannos Land Holding III, LLC is proposed to be 1 building totaling 59,599 square feet, offering leasable retail and office space. We currently do not have any signed leases.

III. Describe the project

a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).

The project site is located on the corner of S.Friendswood Drive (FM 518) and Sunnyview Ave. It will consist of one 4-story building at 59,599 square feet. The building will provide leasable space for retail, offices and restaurants.

b. Submit map of metes and bounds or other valid legal property description of the property.

See attached survey & map.

c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).

This project is budgeted at around \$10,000,000.00. It is only a building shell so there are no fixed equipment or fixtures.

d. Project timeline--construction start date and end date.

November 2017 to January 2019.

e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.

f. All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).

N/A.

IV. Jobs – N/A

a. Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.

b. Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."

c. Provide information on construction jobs to be created by project.

d. Provide statement of commitment to equal opportunity hiring.

V. Competition with local business

a. List any competition or similar businesses in the area.

No other buildings or businesses in the area will be any competition to us being located in DD Zone.

VI. How will this project attract new business?

Tannos Land Holding III, LLC will attract new business by being a leasable professional office & retail building.

VII. Provide information on alternative site considerations/and incentives being offered the company.

N/A.

VIII. If leasing property, please attach copy of lease. If company owns or is purchasing land, please attach copy of deed or executed contract-option to purchase.

We have no current effective leases on this property. See attached Deed.

**APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL
ALL THE REQUIRED INFORMATION HAS BEEN SUBMITTED**

COMPANY: Tannos Construction

Date 10/02/2017

CLIENT:

JOB NAME: FWD 3

(PROJECT WORKSHEET)

JOB CATEGORY	BUDGET	NOTES
ACOUSTICAL CEILINGS	\$22,500.00	
APPRAISAL	\$6,500.00	
ARCHITECT/ENGINEER	\$312,200.00	
AWNINGS	\$36,440.00	
BATHROOM ACCESSORIES	\$23,524.00	
CABINTRY	\$29,580.00	
CIVIL UTILITIES	\$256,875.36	
CLEAN ROUGH	\$20,000.00	
CLOSING COSTS	N/A	
COMMERCIAL GLASS	\$789,110.00	
COUNTY IMPACT	\$50,000.00	
DEMO	N/A	
DOORS	\$43,985.00	
DRYWALL	\$48,500.00	
ELEC DEPOSIT	\$50,000.00	
ELECTRICAL	\$257,145.00	
ELEVATOR	\$230,000.00	
EQUIPMENT RENTAL	\$50,000.00	
FINAL CLEAN	\$10,000.00	
FIRE ALARM/SPRINKLER	\$245,514.31	
FIRE EXTINGUISHER	\$1,000.00	
FIREPLACE	\$3,967.91	
FLOORING	\$250,672.68	
FOUNDATION CONCRETE	\$794,000.00	
FRAMING	\$52,500.00	
FRP	\$4,000.00	
HVAC	\$360,504.00	
INSULATION	N/A	
INSURANCE	\$27,900.00	
IRRIGATION/LANDSCAPING	\$148,008.00	
LEASING FEES	\$175,000.00	
MASONRY	\$109,083.01	
METAL WORK	\$33,000.00	
MISC LABOR	\$20,000.00	
MISC MATERIALS	\$20,000.00	
PAINT & STAIN	\$42,766.00	
PERMITS & FEES	N/A	
PLANS & PRINTING	\$2,500.00	
PLUMBING	\$289,600.00	
PRE-WIRE & I.T.	N/A	
PROPERTY COST	\$1,541,000.00	
PROJECT MANAGER FEES	\$50,000.00	
ROOF	\$86,470.77	
SEALED CONCRETE	\$10,000.00	
SIGNAGE	\$10,000.00	
SITE WORK	\$272,040.00	
STEEL (STRUCTURAL)	\$470,121.00	
STEEL ERECTOR	\$448,000.00	
STRIPING	\$7,500.00	
SURVEY	\$10,000.00	
TEMPORARY FACILITIES	\$1,000.00	
T.I.	\$1,260,355.00	
TILT WALL SUPPLY	\$165,000.00	

COST TO BUILD:	\$9,125,362.04	
PROFIT & OVERHEAD:	\$912,536.20	\$0.10
TOTAL W/ ALL COSTS:	\$10,037,898.24	

PARKING CALCULATION:



OFFICE (B)
3.4 SPACES / 1,000 SF OF GFA
OFFICE (B) - 17,250 SF
FIRST FLOOR - 15,445 SF
SECOND FLOOR - 15,445 SF
THIRD FLOOR - 15,445 SF
FOURTH FLOOR - 15,445 SF
TOTAL - 63,795 SF
63,795 X 3.4 SPACES = 216.6 SPACES REQUIRED

TOTAL PARKING SPACES REQUIRED = 217 SPACES REQUIRED (7 ADA SPACES (2 VAN ADA))
TOTAL PARKING SPACES PROVIDED = 230 SPACES PROVIDED (7 ADA SPACES (2 VAN ADA))

RESTROOM CALCULATIONS - FIRST FLOOR

OFFICE (B)

TOTAL - 11,250 SF / 100 GROSS = 112.5 (drinking fountain 1/100 = 1.725)
male - 87 X 1 per 25 for first 80 = 3 WC
female - 87 X 1 per 25 for first 80 = 2.175 LAVATORY
87 X 1 per 40 for first 80 = 2.175 LAVATORY

TOTAL REQUIRED IN EACH BATHROOM - WATER CLOSETS = 3 / LAVATORIES = 1
TOTAL DRINKING FOUNTAINS REQUIRED - 2 DRINKING FOUNTAINS

PARKING CALCULATION:



3.4 SPACES / 1,000 SF OF GFA
OFFICE (B) - 4,400 SF
FIRST FLOOR - 4,400 SF
SECOND FLOOR - 16,445 SF
THIRD FLOOR - 15,445 SF
FOURTH FLOOR - 15,445 SF
TOTAL - 50,895 SF
50,895 X 3.4 SPACES = 172.9 SPACES REQUIRED



15 SPACES / 1,000 SF OF GFA
RESTAURANT 1 (A2) - 5,564 SF
RESTAURANT 2 (A2) - 5,207 SF
TOTAL - 10,771 SF
10,771 X 15 SPACES = 161.5 SPACES REQUIRED



19 SPACES / 1,000 SF OF GFA
BAR (A2) - 1,889 SF
1,889 X 19 SPACES = 37.79 SPACES REQUIRED

TOTAL PARKING SPACES REQUIRED = 374 SPACES REQUIRED (8 ADA SPACES (2 VAN ADA))
TOTAL PARKING SPACES PROVIDED = 230 SPACES PROVIDED (7 ADA SPACES (2 VAN ADA))

RESTROOM CALCULATIONS - FIRST FLOOR

OFFICE (B)

TOTAL - 4,400 SF / 100 GROSS = 44 (drinking fountain 1/100 = 0.44)
male - 22 X 1 per 25 for first 50 = 0.88 WC
female - 22 X 1 per 25 for first 50 = 0.88 WC
22 X 1 per 40 for first 50 = 0.88 WC
22 X 1 per 40 for first 80 = 2.175 LAVATORY

RESTAURANT (A2)

TOTAL - 10,801 SF / 80-40 sqm SEATING KITCHEN
TOTAL SEATING - 6,317 SF / 11.8 MET = 434.46
TOTAL KITCHEN - 4,344 SF / 290 GROSS = 21.72
TOTAL OCCUPANCY - 456.18 (drinking fountain 1/500 = 0.91)

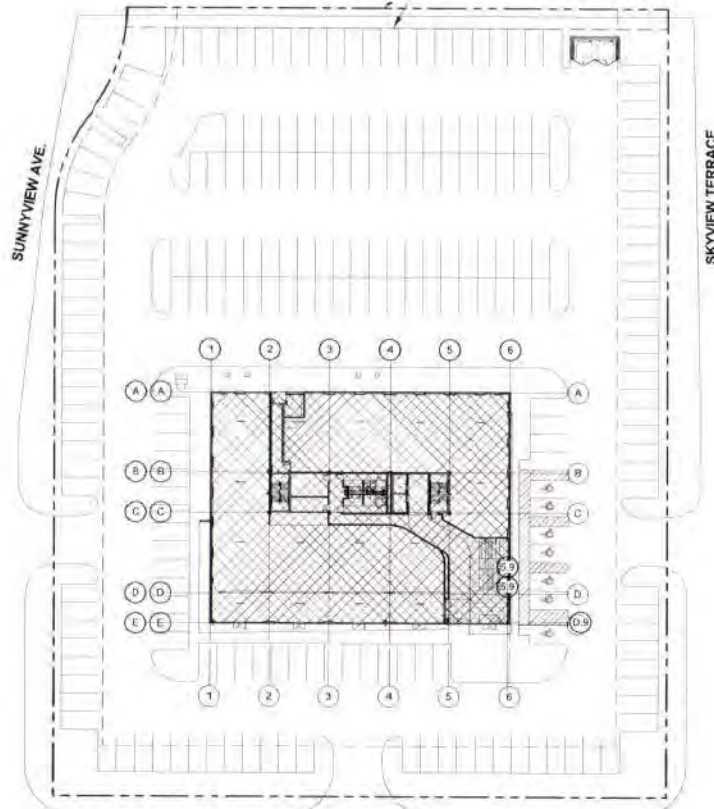
BAR (A2)

TOTAL - 1,889 SF / 15 MET = 122.6 (drinking fountain 1/500 = 0.286)
male - 22 X 1 per 25 = 0.88 WC
female - 22 X 1 per 25 = 0.88 WC
22 X 1 per 40 = 0.88 WC
22 X 1 per 40 = 0.88 WC

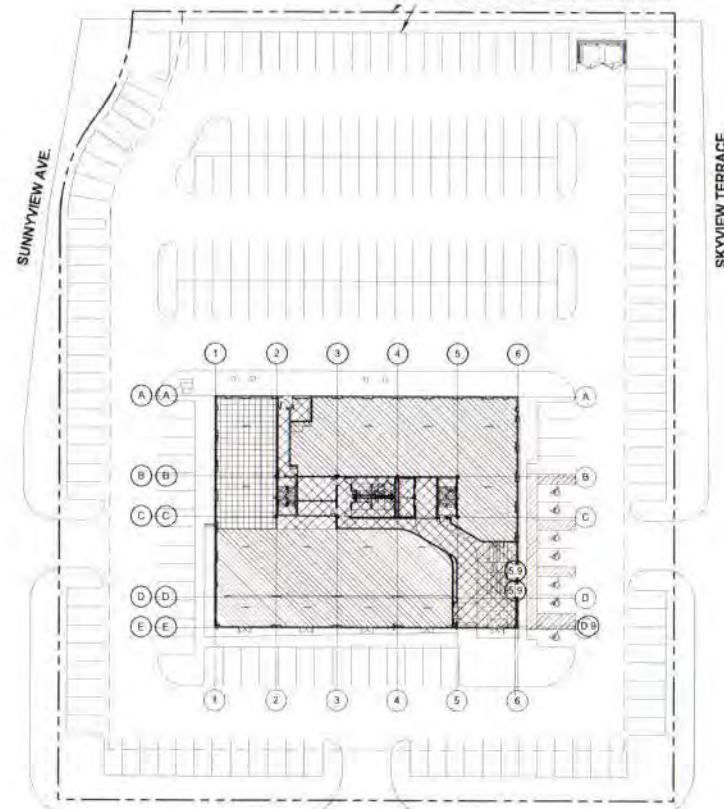
TOTALS

MALE WC - 5.65 WC
MALE LAVATORY - 2.175 LAVATORY
FEMALE WC - 5.65 WC
FEMALE LAVATORY - 2.175 LAVATORY
DRINKING FOUNTAIN - 1.316 DRINKING FOUNTAINS

TOTAL REQUIRED IN EACH BATHROOM - WATER CLOSETS = 8 / LAVATORIES = 1
TOTAL DRINKING FOUNTAINS REQUIRED - 2 DRINKING FOUNTAINS



S. FRIENDSWOOD DR.



S. FRIENDSWOOD DR.

powers brown architecture
2700 Travis St., Suite 501
Houston, Texas 77002
713.224.0450
713.224.0457 fax
www.powersbrown.com

PROJECT TITLE

FM-518 OFFICE

605 509 SOUTH FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

A PROJECT FOR
TANNOS

GENERAL NOTES

DATE REVISION

PROJECT NO: 161181

DRAWN BY: BL

CHECKED BY: DM

SHEET TITLE

PARKING ANALYSIS

SEAL

SHEET NUMBER

G004

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PROJECT TITLE
FM-518 OFFICE
 505 509 SOUTH FRIENDSWOOD
 DRIVE
 FRIENDSWOOD, TX 77546
 A PROJECT FOR
TANNOS

- GENERAL NOTES**
- FIELD PAINT
 - FORMLINER - TO BE PAINTED ACCENT PAINT COLOR
 - SPECIFIED STONE
 - PREFINISHED METAL
 - VISION GLAZING
 - SPANDREL GLAZING

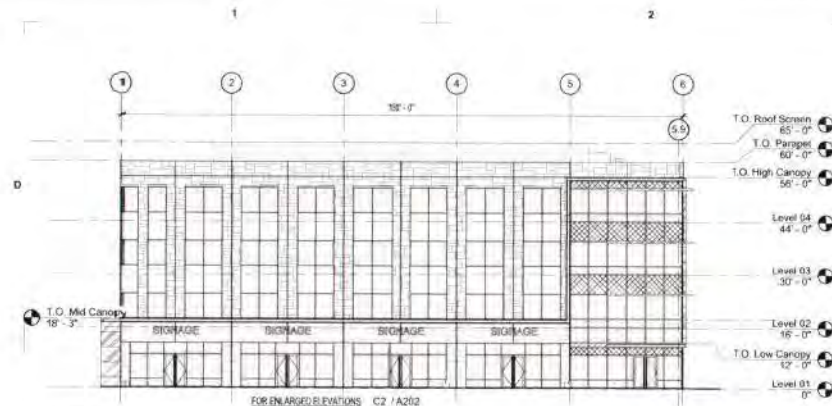
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25-17-04-17	Owner Review
25-17-06-22	Pricing Set

PROJECT NO: 141192
 DRAWN BY: SL
 CHECKED BY: RM

SHEET TITLE

OVERALL ELEVATIONS

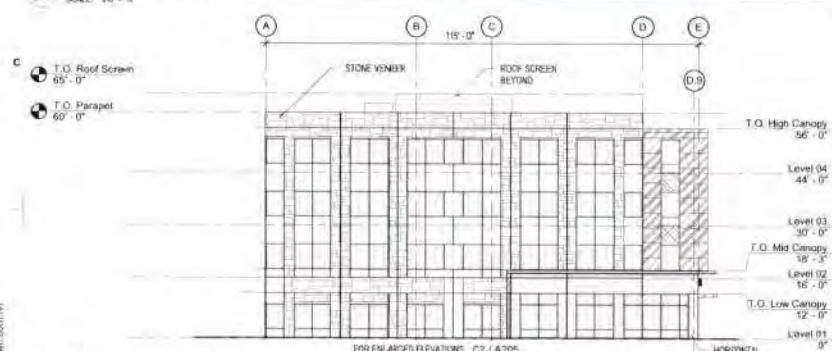
SEAL	SHEET NUMBER
 POWERS BROWN ARCHITECTURE 25-17-04-17 25-17-06-22 25-17-06-22 25-17-06-22 25-17-06-22	A201



C1 OVERALL SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



C3 3D View 13
SCALE



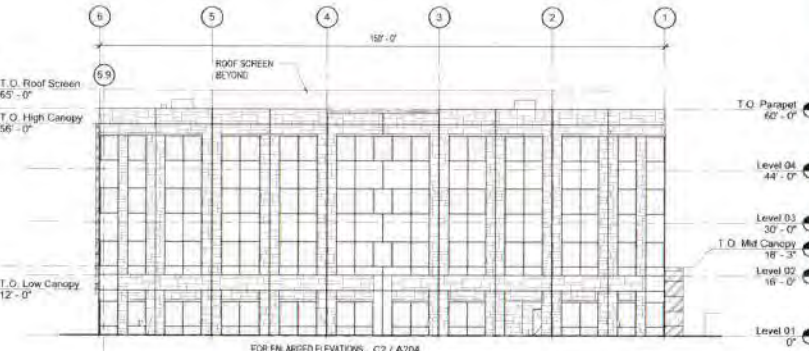
B1 OVERALL WEST ELEVATION
SCALE: 1/8" = 1'-0"



B3 OVERALL EAST ELEVATION
SCALE: 1/8" = 1'-0"



A1 3D View 14
SCALE



A3 OVERALL NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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FM-518 OFFICE

A PROJECT FOR
TANNOS

	FIELD PAINT
	FORMLINER - TO BE PAINTED ACCENT PAINT COLOR
	SPECIFIED STONE
	PREFINISHED METAL
	VISION GLAZING
	SPANDREL GLAZING

DATE	REVISION
2017-04-17	Owner Review
2017-06-22	Pricing Set

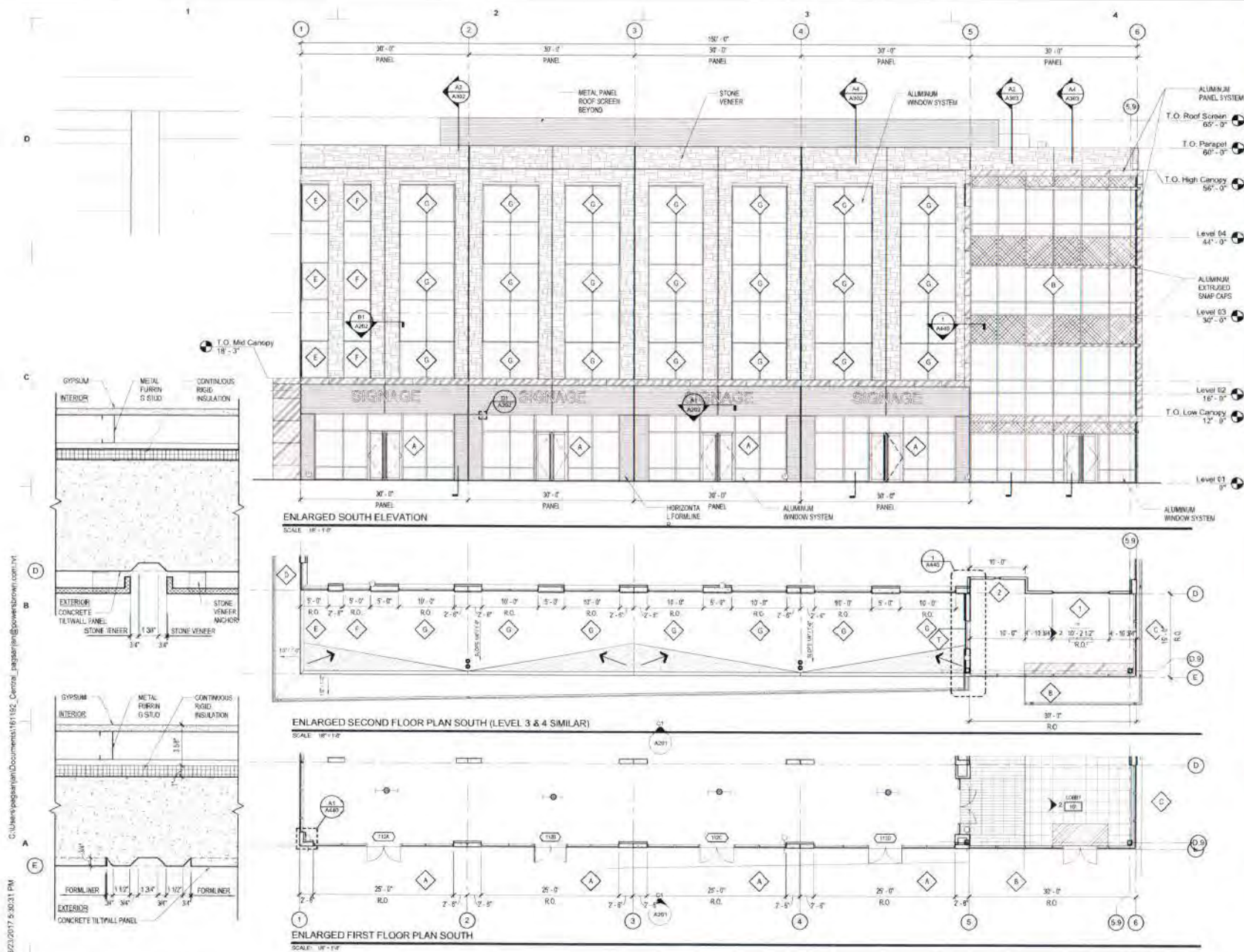
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DRAWN BY:	DL
CHECKED BY:	PRM
SHEET TITLE	

ENLARGED BUILDING
ELEVATIONS

SEAL	SHEET NUMBER
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A202

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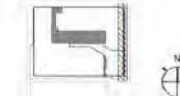


FM-518 OFFICE

A PROJECT FOR
TANNOS

FIELD PAINT

- KEY MAP**



PROJECT NO:	101192
DRAWN BY:	RL
CHECKED BY:	RLJ
SHEET TITLE	

PROJECT NO:	101192
DRAWN BY:	RL
CHECKED BY:	RLJ
SHEET TITLE	

SEAL	SHEET NUMBER
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A203



PROJECT TITLE
FM-518 OFFICE
 505-508 SOUTH FRIENDSWOOD DRIVE
 FRIENDSWOOD, TX 77546
 A PROJECT FOR
TANNOS

- GENERAL NOTES**
- FIELD PAINT
 - FORMER - TO BE PAINTED ACCENT PAINT COLOR
 - SPECIFIED STONE
 - PREFINISHED METAL
 - VISOR GLAZING
 - SPANDREL GLAZING

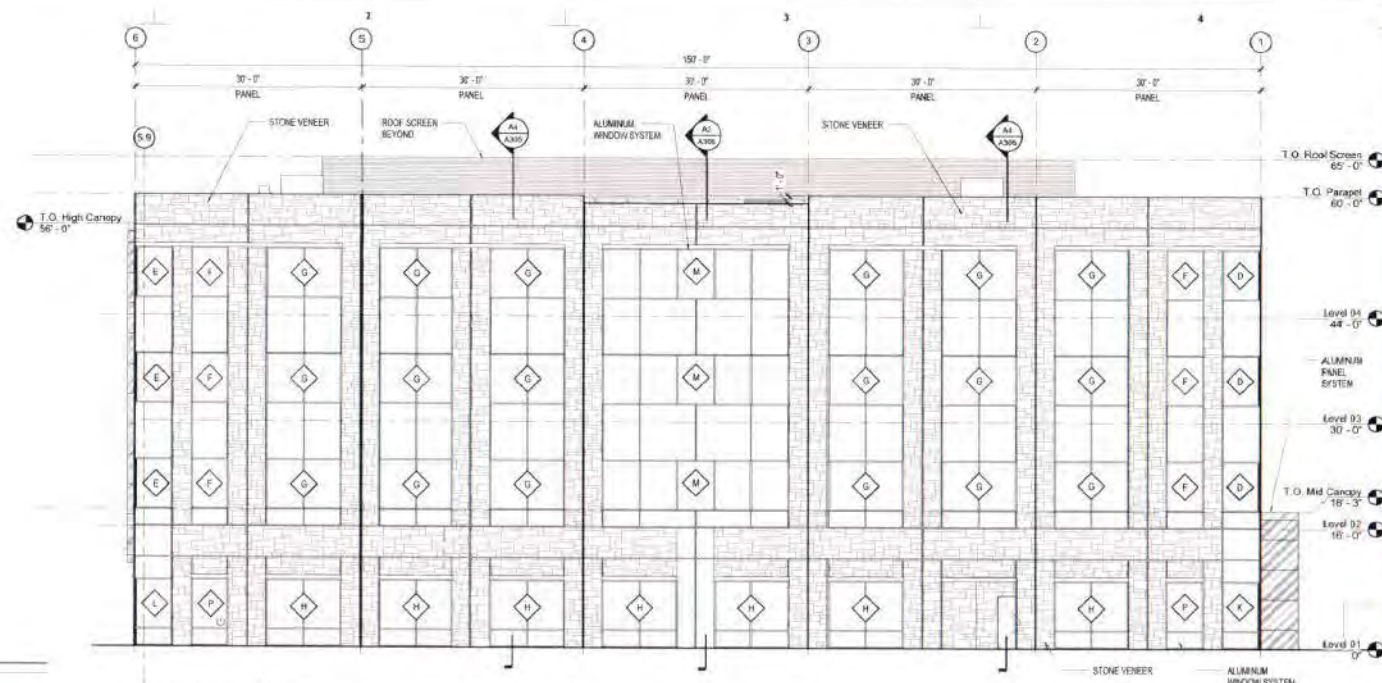


DATE	REVISION
2017-04-17	Owner Review
2017-06-22	Pricing Set

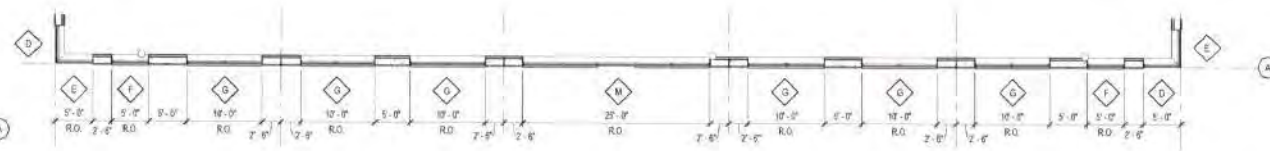
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 DRAWN BY: BL
 CHECKED BY: RM
 SHEET TITLE

ENLARGED BUILDING ELEVATIONS

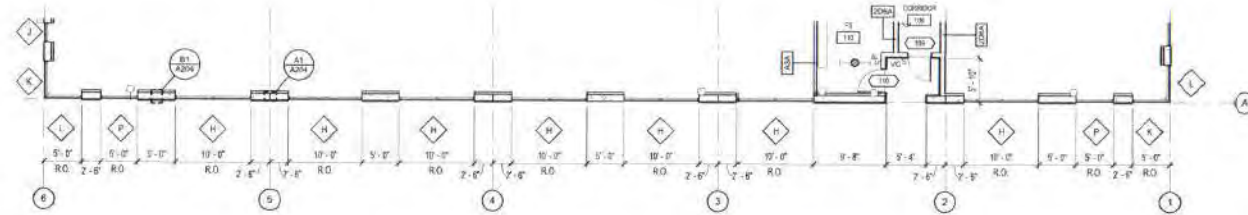
SEAL	SHEET NUMBER
POWER BROWN ARCHITECTURE 2150 TRAVIS ST., SUITE 520 HOUSTON, TEXAS 77002 713.224.9456 713.224.9457 FAX	A204



ENLARGED NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



ENLARGED SECOND FLOOR PLAN NORTH (LEVEL 03 & 04 SIMILAR)
 SCALE: 1/8" = 1'-0"



ENLARGED FIRST FLOOR PLAN NORTH
 SCALE: 1/8" = 1'-0"

PROJECT TITLE

FM-518 OFFICE

505 509 SOUTH FRIENDSWOOD
 DRIVE
 FRIENDSWOOD, TX 77546

A PROJECT FOR
TANNOS

GENERAL NOTES

- FIELD PAINT
- FORMLINER - TO BE PAINTED ACCENT
PAINT COLOR
- SPECIFIED STONE
- PREFINISHED METAL
- VISION GLAZING
- SPANDELL GLAZING

KEY MAP



DATE	REVISION
2017-04-17	Owner Review
2017-06-22	Pricing Set

PROJECT NO: 161152

DRAWN BY: BL

CHECKED BY: RM

SHEET TITLE

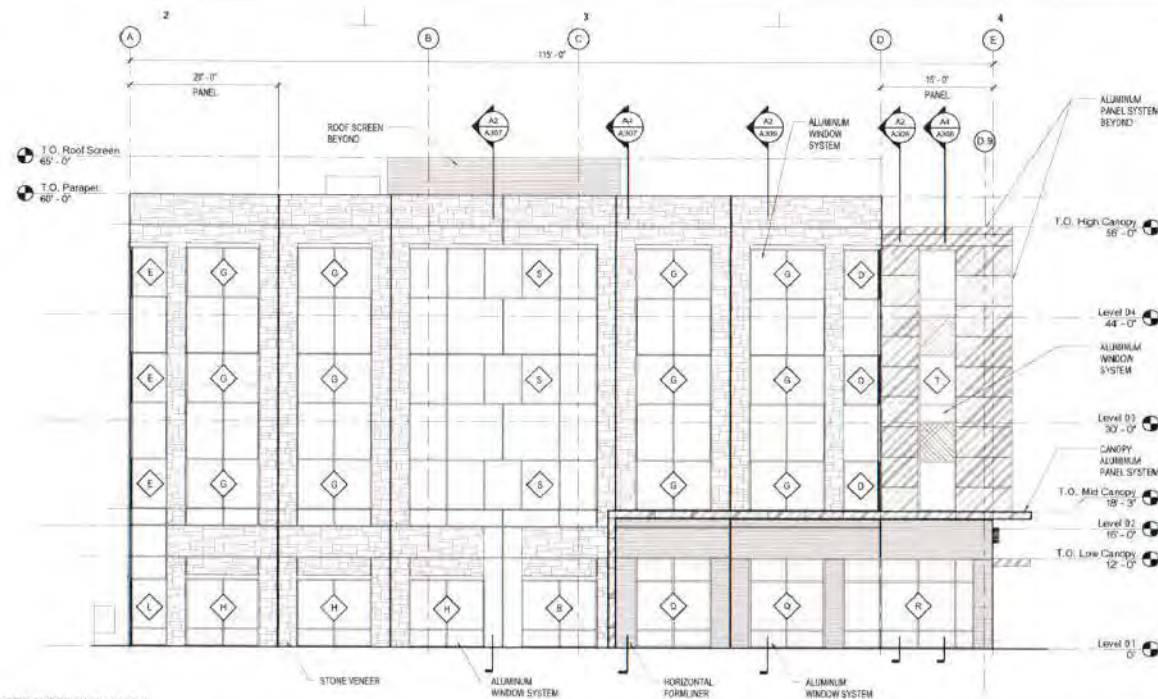
**ENLARGED BUILDING
ELEVATIONS**

SEAL

SHEET NUMBER

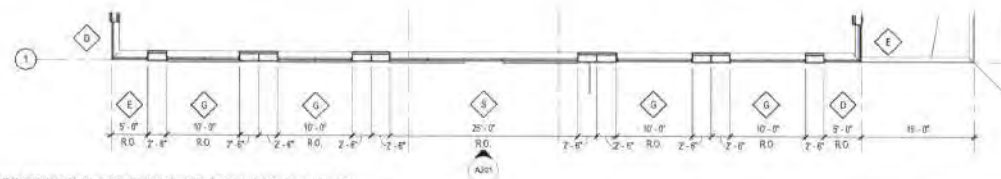
I have a seal
 and I am a
 registered architect
 in the state of Texas
 License No. 10000
 Date of Birth 08/21/1971
 Date of Issue 09/21/2016

A205



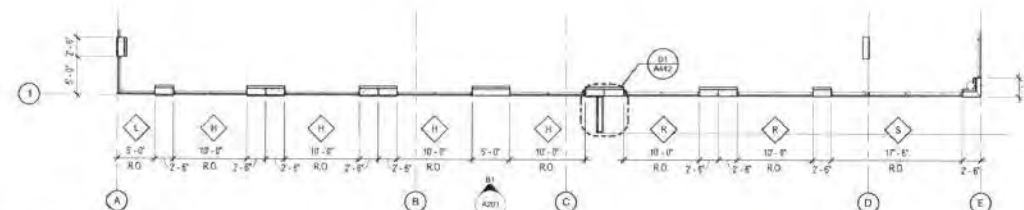
ENLARGED WEST ELEVATION

SCALE: 1/8"=1'-0"



ENLARGED SECOND FLOOR PLAN WEST (LEVEL 03 & 04 SIMILAR)

SCALE: 1/8"=1'-0"



ENLARGED FIRST FLOOR PLAN WEST

SCALE: 1/8"=1'-0"



Office of the Secretary of State

CERTIFICATE OF FILING OF

Tannos Land Holding III, LLC
File Number: 802485147

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) 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 evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/21/2016

Effective: 06/21/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

CERTIFICATE OF FORMATION

OF

**TANNOS LAND HOLDING III, LLC
(A Limited Liability Company)**

FILED
In the Office of the
Secretary of State of Texas

JUN 21 2016

Corporations Section

ARTICLE ONE

The name of the filing entity being formed is Tannos Land Holding III, LLC (the "Company").

ARTICLE TWO

The filing entity being formed is a limited liability company.

ARTICLE THREE

The purpose for which the Company is formed is any lawful purpose for which a limited liability company may be formed under the Texas Business Organizations Code.

ARTICLE FOUR

The street address of the Company's initial Registered Office, and the name of its initial Registered Agent at that office, are as follows:

Robert D. Axelrod
5300 Memorial Drive, Suite 1000
Houston, Texas 77007

ARTICLE FIVE

The Company will not have Managers. The names and addresses of the initial Members are:

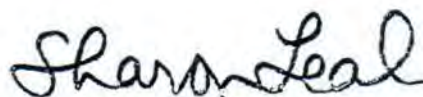
Eric Langan
P.O. Box 841269
Pearland, Texas 77584

Louis Tannos
112 Lafayette Lane
League City, Texas 77573

ARTICLE SIX

The undersigned Organizer hereby disclaims any past or future interests in or control of Tannos Land Holding III, LLC and resigns as the Organizer effective upon the formation of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-first day of June, 2016.



Sharon Leal, Organizer
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

Form 509
(Revised 06/15)

Submit with relevant filing
instrument.

Filing Fee: None



Consent to Use
of Similar Name

(1) TANNOS LAND HOLDING I, LLC File # 802074866

Name and file number of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of

(2) TANNOS LAND HOLDING III, LLC

Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing
instrument to the secretary of state.

- (3) The undersigned certifies to being authorized by the holder of the existing name to give this
consent. The undersigned signs this document subject to the penalties imposed by law for the
submission of a materially false or fraudulent instrument.

Date: 6.21.16

A handwritten signature in black ink, appearing to read "Eric Langan".

Signature of Authorized Person

ERIC LANGAN

Name of Authorized Person (type or print)

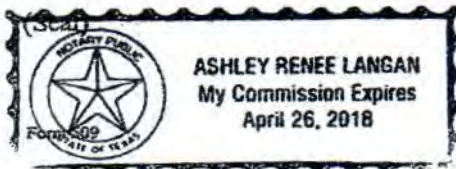
MEMBER

Title of Authorized Person, if any (type or print)

State of TEXAS

County of HARRIS

This instrument was acknowledged before me on 6/21/16 by Eric Langan
(date) (name of authorized person)

A handwritten signature in black ink, appearing to read "Ashley Renee Langan".
Notary Public's signature



Office of the Secretary of State

June 22, 2016

Lawyer's Aid Service Inc
PO Box 848
Austin, TX 78767 USA

RE: Tannos Land Holding III, LLC
File Number: 802485147

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Melissa Kerr

Fax: (512) 463-5709
TDD: 10785

Dial: 7-1-1 for Relay Services
Document: 676776070007

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

That **BUZBEE FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of Grantee's execution of and delivery of its one certain Promissory Note of even date herewith in the original principal amount of **ONE MILLION ONE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,154,250.00)** such Note being payable to the order of **TEXAS CITIZENS BANK, N.A.** in installments as provided therein, said Note bearing interest and providing for the usual clauses with regard to acceleration of maturity and attorney's fees, reference to such Note being here made for all pertinent purposes, the payment of such Note being secured by the Vendor's Lien hereinafter retained, and additionally being secured by a Deed of Trust of even date herewith to **MICHAEL L. CORNETT**, Trustee, have **GRANTED, SOLD, and CONVEYED**, and by these presents do **GRANT, SELL, and CONVEY** unto **TANNOS LAND HOLDING III, LLC**, a Texas limited liability company, hereinafter called Grantee, all of the following described real property in HARRIS County, Texas, to-wit:

Tract 1: A tract or parcel of land containing 2.0653 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J.R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds on the Exhibit "A" attached hereto and made a part hereof;

and

Tract 2: A tract or parcel of land containing 0.648 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J.R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds on the Exhibit "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to any and all restrictions and conditions, if any, of record in the office of the County Clerk of HARRIS County, Texas, affecting the above described property, to the extent, and only to the extent, that the same may still be in force and effect.

Taxes in connection with the Premises have been prorated between Grantor and Grantee for the year in which this Special Warranty Deed is executed. Grantee hereby assumes payment of such taxes.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and the Grantor does hereby bind herself, her successors and assigns, executors and administrators, to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the above described premises, is retained against the above described premises until the above described Note and all interest thereon are fully paid according to the face, tenor, affect and reading thereof, when this Deed shall become absolute.

TEXAS CITIZENS BANK, N.A., at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described **ONE MILLION ONE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,154,250.00)** Note, the Vendor's Lien, together with Superior Title to said property, is retained herein for the benefit of said **TEXAS CITIZENS BANK, N.A.** without recourse, and the same are hereby **TRANSFERRED** and **ASSIGNED** to **TEXAS CITIZENS BANK, N.A.**

EXECUTED this the 14th day of October, 2016.

BUZBEE FAMILY LIMITED PARTNERSHIP
a Texas limited partnership
By: **BUZBEE PROPERTIES, INC.**
General Partner

By: *Zoe Buzbee*
ZOE BUZBEE, President

ADDRESS OF GRANTEE:
SID S FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **ZOE BUZBEE, President of BUZBEE PROPERTIES, INC. General Partner of BUZBEE FAMILY LIMITED PARTNERSHIP, a Texas limited partnership**, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of October, 2016.

Mae J. Nickerson
Notary Public, State of Texas



EXHIBIT "A"

TRACT 1:

A tract or parcel of land containing 2.0653 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northeasterly right-of-way line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4;

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a 1/2" iron rod found with cap "Survey 1" for the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 173.17 feet to a 1/2" iron rod found for corner in the Southeasterly right-of-way line of Sunnyview Drive (60.00 feet wide);

THENCE North 45 deg. 02 min. 00 sec. East, along said Southeasterly right-of-way line of Sunnyview Drive, a distance of 289.00 feet to a 1 inch iron rod found for corner, said point being in a curve to the right;

THENCE in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, and along said curve to the right with a radius of 83.39 feet and a length of 55.83 feet to a 1/2" iron rod found with cap "Survey 1" for a point of reverse curvature;

THENCE continuing in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, along said curve to the left with a radius of 83.39 feet and a length of 55.83 feet to a 1" iron pipe found for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Kenney Tract, 007-59-0183 and along the Friendswood Historical Society, 010-86-0074, a distance of 270.00 feet to a rod in asphalt for corner, said point being in the Northwesterly right-of-way line of said Skyview Terrace Drive;

THENCE South 45 deg. 00 min. 00 sec. West along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 183.50 feet to a 1/2" iron rod FOUND with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. West, along the Easterly line of the Estlinbaum and Harman, Jr. Tract, recorded in 8930835, a distance of 138.00 feet to a 1/2" iron rod found with cap "Survey" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Northerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 92.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East along the Westerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 5.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. West, along the Northerly line of said Estlinbaum and Hartman, Jr. Tract, a distance of 116.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 2.0653 acres of land, more or less.

TRACT 2:

A tract or parcel of land containing 0.648 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set with cap "Survey 1" at the intersection of the Northeasterly right-of-way Line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 .00 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4;

THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of a 2.0653 acre tract recorded in 2006064808, a distance of 116.75 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. West, along the Northeasterly line of said 2.0653 acre tract, a distance of 5.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of the said 2.0653 acre tract, a distance of 92.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Southwesterly line of said 2.0653 acre tract, a distance of 138.00 feet to a 1/2" iron rod found with cap "Survey 1" for corner in the Northwesterly right-of-way line of Skyview Terrace Drive;

THENCE South 45 deg. 00 min. 00 sec. West, along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 208.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.648 acres of land, more or less.

"Note: The Company does not represent that the acreage or square footage calculations are correct"

FILED AND RECORDED

Instrument Number: 2016064123

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 10/18/2016 2:08PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is fluid and cursive, with a large loop at the end of the last name.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.



Texas Star Surveying

15502 Old Galveston Rd Suite# 706 Webster, TX 77598

281-331-8414 Fax 281-486-0642

FRIENDSWOOD SUBDIVISION

TRACT 1, LOT 2, BLOCK 4

J. R. WILLIAMS OR SARAH MCKISSICK LEAGUE

GALVESTON COUNTY, TEXAS

A tract or parcel of land containing 2.0653 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

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THENCE North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 133.00 feet to a ½" iron rod found with cap "Survey 1" for the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing North 45 deg. 00 min. 00 sec. West, along said Northeasterly right-of-way line of South Friendswood Drive, a distance of 173.17 feet to a ½" iron rod found for corner in the Southeasterly right-of-way line of Sunnyview Drive (60.00 feet wide);

THENCE North 45 deg. 02 min. 00 sec. East, along said Southeasterly right-of-way line of Sunnyview Drive, a distance of 289.00 feet to a 1 inch iron rod found for corner, said point being in a curve to the right;

THENCE in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, and along said curve to the right with a radius of 83.39 feet and a length of 55.83 feet to a ½" iron rod found with cap "Survey 1" for a point of reverse curvature;

THENCE continuing in an Easterly direction along said Southeasterly right-of-way line of Sunnyview Drive, along said curve to the left with a radius of 83.39 feet and a length of 55.83 feet to a 1" iron pipe found for corner;

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THENCE South 45 deg. 00 min. 00 sec. West along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 183.50 feet to a ½" iron rod FOUND with cap "Survey 1" for corner;



Texas Star Surveying

15502 Old Galveston Rd Suite# 706 Webster, TX 77598

281-331-8414 Fax 281-486-0642

TRACT 2, LOT 2, BLOCK 4 FRIENDSWOOD SUBDIVISION GALVESTON COUNTY, TEXAS

A tract or parcel of land containing 0.648 acres of land, more or less, being part of Lot 2, Block 4 of the Friendswood Subdivision of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set with cap "Survey 1" at the intersection of the Northeasterly right-of-way line of South Friendswood Drive (variable width) with the Northwesterly right-of-way line of Skyview Terrace Drive (60 .00 feet wide), said point being North 45 deg. 00 min. 00 sec. East, a distance of 40.00 feet and North 45 deg. 00 min. 00 sec. West, a distance of 30.00 feet from the South corner of said Lot 2, Block 4;

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THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of a 2.0653 acre tract recorded in 2006064808, a distance of 116.75 feet to a ½" iron rod found with cap "Survey 1" for corner;

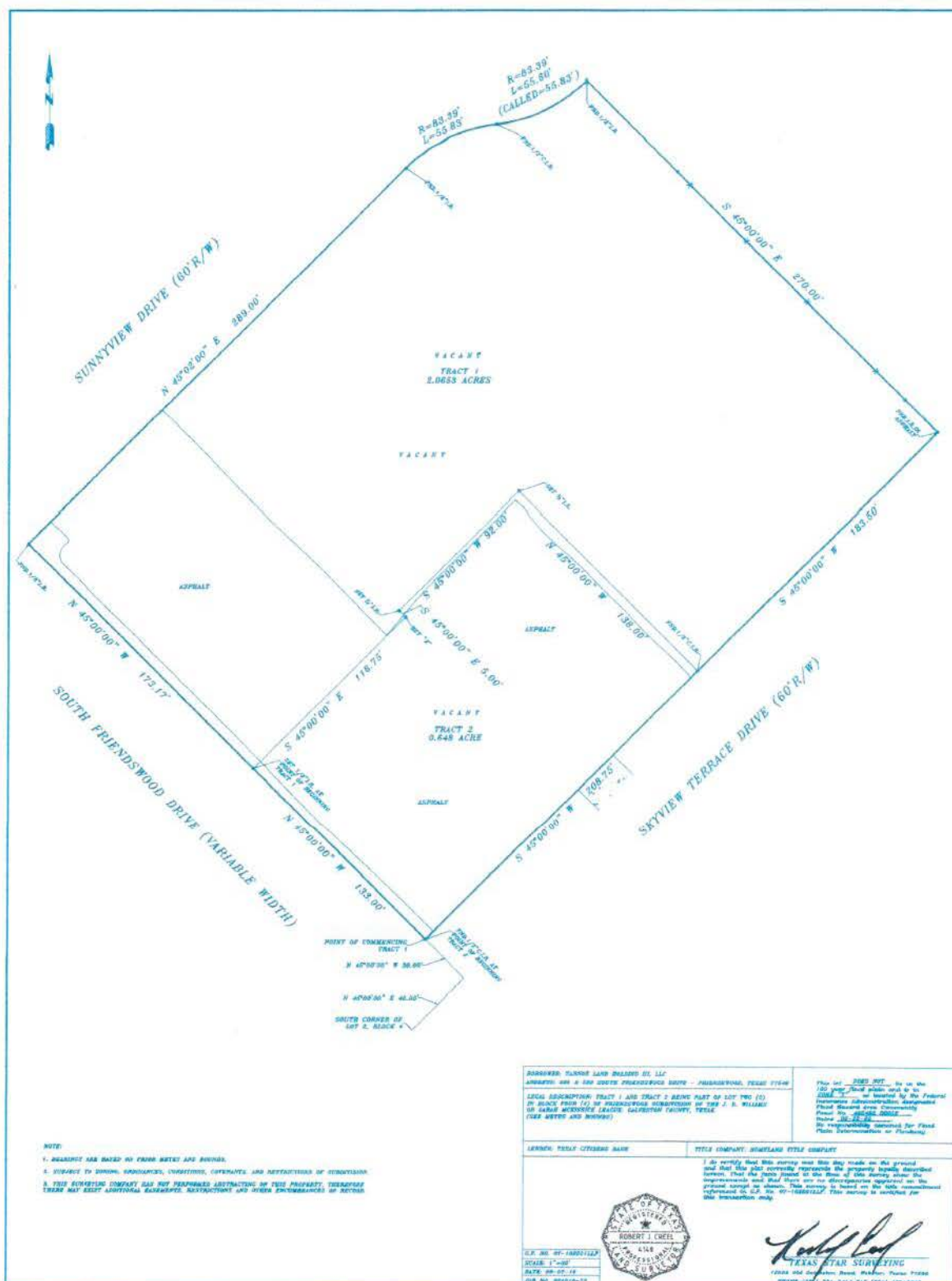
THENCE North 45 deg. 00 min. 00 sec. West, along the Northeasterly line of said 2.0653 acre tract, a distance of 5.00 feet to a ½" iron rod found with cap "Survey 1" for corner;

THENCE North 45 deg. 00 min. 00 sec. East, along the Southerly line of the said 2.0653 acre tract, a distance of 92.00 feet to a ½" iron rod found with cap "Survey 1" for corner;

THENCE South 45 deg. 00 min. 00 sec. East, along the Southwesterly line of said 2.0653 acre tract, a distance of 138.00 feet to a ½" iron rod found with cap "Survey 1" for corner in the Northwesterly right-of-way line of Skyview Terrace Drive;

THENCE South 45 deg. 00 min. 00 sec. West, along said Northwesterly right-of-way line of Skyview Terrace Drive, a distance of 208.75 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.648 acres of land, more or less.

The company does not represent or insure that the acreage or square footage calculations in Schedule "A" description(s) is/are correct.



Project #2017-2

Economic Impact Statement

Prepared by: Karen Capps, Economic Development Coordinator
City of Friendswood
Date: October 27, 2017

I. Project Summary

Project 2017-2 is concerning the construction of a new 60,000 square foot, four-story office/retail building in downtown at 505 S. Friendswood Drive. The estimated construction cost of the building excluding build out space is \$10 million. Louis Tannos, Tannos Construction Company, is the developer. There are several letters of intent to lease from both office and retail tenants. Estimated new City revenue for the building is \$52,735 annually.

A site plan was submitted to the City but has not yet been approved.

II. Economic Impact Analysis – see attached

III. Community and Economic Development Committee Review of Project

On November 1, 2017 the CEDC met to review and consider the application for a business incentive grant for the Project. The committee discussed the benefits of the project for the city and how it meets the goals established for the CEDC as outlined below.

- 1) Project 2017-2 qualifies for incentive consideration in the Chapter 380 Guidelines under Category 1.4.a., Downtown Zone Projects
- 2) Additionally, letters have intent have been received for tenants in the NAICS Code category of 54 – Professional, Scientific, and Technical Services which is listed on the City Wide Target Industry List.
- 3) Project 2017-2 will be a “flagship” development in the City’s downtown and serve as a catalyst for future development. The 4-story, 60,000 square foot building will be the largest building in the city and generate new employment and serve as a downtown destination.
- 4) After completion of the building, annual City property tax revenues are estimated to be \$52,735 annually. There will be additional business personal property taxes and sales taxes generated from business tenants.
- 5) New property tax revenue to the City over a ten year period is estimated to be \$527,349. Compared to the average taxes a residential home pays in the city (\$997 per home) it would take approximately 53 homes to generate revenue equal to those generated by this new development project.

- 6) If this land tract were developed as SFR-single family residential, it is estimated that 5 homes could be built on the 2 acre tract which would generate \$4,985 annually vs. what this commercial development will generate of \$52,735 annually.

IV. Grant Proposal

Due to these reasons, a grant incentive is proposed in the amount not to exceed \$100,000.00 to be disbursed to Tannos Land Holdings after construction of the new building, and after their certificate of occupancy for the project is issued.

Project 2017-2 Downtown 4-Story Building

Current Tax Year - 2017-18

Current Existing Appraised Values, Tax Rates and Revenue, All Taxing Entities					
		COF	FISD	Galveston County	GCCDD
		0.527349	1.367000	0.551900	0.108000
Land, 505 S. Friendswood Dr.	539,790	\$ 2,847	\$ 7,379	\$ 2,979	\$ 583
		\$ 2,847	\$ 7,379	\$ 2,979	\$ 583
Total Annual Taxes					\$13,788

Assumptions on Proposed Values			
Land	Acres	2.0653	539,790
	Price Per SF	6.00	
New Buildings	Total SF.	60,000	\$10,000,000
	Price Per SF	\$ 166.67	
Business Personal Property			\$ -
Inventory			\$ -
Percentage Freeport Qualified:			0%
Total Tax Rate:			2.554249

Sales Tax Revenue Estimates			
Annual Sales	State	City	Total
	6.25%	2.00%	8.25%
Current	0	0	0
After relocation	0	0	0

Real, Business Personal Property Received Annually After Expansion					
		COF	FISD	Galveston County	GCCDD
		0.527349	1.367000	0.551900	0.108000
Land, 505 S. Friendswood Dr.	539,790	\$ 2,847	\$ 7,379	\$ 2,979	\$ 583
Construction of 60,000 sf 4-story bldg	\$10,000,000	\$ 52,735	\$ 136,700	\$ 55,190	\$ 10,800
		\$ -	\$ -	\$ -	\$ -
	\$10,539,790	\$ 55,581	\$ 144,079	\$ 58,169	\$ 11,383
Total Annual Taxes					\$ 269,212

Project 2017-2 Downtown 4-Story Building

Estimated Property Tax Revenues For Ten Year Period					
		COF	FISD	Galveston County	GCCDD
		0.527349	1.367000	0.551900	0.108000
Land, 505 S. Friendswood Dr.	539,790	\$ 28,466	\$ 73,789	\$ 29,791	\$ 5,830
Construction of 60,000 sf 4-story bldg	\$10,000,000	\$ 527,349	\$ 1,367,000	\$ 551,900	\$ 108,000
		\$ -	\$ -	\$ -	\$ -
		\$ 555,815	\$ 1,440,789	\$ 581,691	\$ 113,830
Property Tax Totals for 10 Year Period					\$ 2,692,125

City of Friendwood Break Even Point on \$100,000 Grant											
	Year 1- Tax Year 2018	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
New Revenues from Project*	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$52,735	\$527,350
Incentive Grant (issued at CO)	\$100,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Cost for city services	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$16,000
Cumulative Total	-\$48,865	\$2,270	\$53,405	\$104,540	\$155,675	\$206,810	\$257,945	\$309,080	\$360,215	\$411,350	\$411,350

Project is located in DD NEZ so fees are waived

Estimated Construction Fees	
Building Permit Fee	17,660
Plan Check Fee	8,830
Water & Sewer Impact Fees	17,568
Water Meter Fee	2,000
Sub-contractor Permit Fees	2,000
Total	\$48,058



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: May 2, 2018

Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri

Originating Department: CMO

Subject: Friendswood Lakes Blvd – Development Agreement

Proceeding: Discussion and Possible Action

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Since the April workshop regarding the Galveston County Bond Program and Friendswood Lakes Blvd, the landowners abutting the future roadway have made a written offer to participate toward the matching component of the project. In short, three property owners are offering:

- Full right-of-way, 100-feet wide, for the roadway's construction; and
- \$200K a piece toward the County's offer to match (\$600K Developers)

Council may recall that during the November 2017 County Bond election, an item on the ballot by the County was for a transportation project in Friendswood. The County developed a matrix to determine the available funds for each city in the County. The City of Friendswood was allocated \$3.57 million with a dollar for dollar match up to one million additional funds. With the Developer's contribution and the corresponding match by the County, the total funds available for this project are \$4.77M.

Over the course of this past month, both the Developers and City staff have reevaluated project costs and find the "drive-out" costs for this project, inclusive of engineering, surveying, and construction, range from \$4.6M to \$5.8M. Unfortunately, the actual cost for the roadway will not be known until the project has been designed and bid. Should costs come in in excess of \$4.77M, the City would have to put funds in with County provided the County's matching offer has not been exceeded.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City.

RECOMMENDATIONS

A draft Development Agreement and Interlocal Agreement is on the agenda for later this evening.

ATTACHMENTS

[Development Agreement](#)

AGREEMENT FOR FUNDING OF PUBLIC IMPROVEMENTS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Agreement for Funding of Public Improvements (this “Agreement”), dated May __, 2018, is made between the **CITY OF FRIENDSWOOD**, a municipal corporation located in Harris and Galveston Counties, Texas (the “City”), **CYPRESS CREEK HOLDINGS, LTD., MELISSA CLEAVES BENSON, CONSTANCE CLEAVES BRAKEBILL, VIRGINIA PARRISH CLEAVES, TED CLEAVES, AND CATHERINE CLEAVES MAHON** (collectively, the “Cleaves”), and **YELLOWSTONE HILL COUNTRY RANCH, LLC** (“Yellowstone”), and **THE ESTATE OF GEORGE A. BOFYSIL, JR.**, (the “Estate”, and collectively with the Cleaves and Yellowstone, the “Developer”)

The City and Developer are jointly referred to herein as “the Parties.”

RECITALS:

WHEREAS, the City is a municipal corporation that provides a full-range of governmental services to its citizens; and

WHEREAS, the City owns and maintains a network of roadways throughout its jurisdiction; and

WHEREAS, the Developer currently own multiple tracts of land comprising approximately 10.80 acres within the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, the voters of Galveston County, Texas, approved an election proposition for the issuance of bonds and Galveston County allocated \$3,570,000 in road funds to be used as the County’s share for improvements to various city streets in the City of Friendswood ; and

WHEREAS, the County allocated up to an additional \$1,000,000 in funds to be used as the County’s match for improvements to various city streets in the City, provided the City matches the County’s additional contribution dollar for dollar, up to \$1,000,000 (the “City Match Funds”);

WHEREAS, the Developers are collectively contributing \$600,000 of the City Match Funds; and

WHEREAS, the Developer intends to cooperate with the City in its pursuit of constructing a four-lane, divided, major thoroughfare known as Friendswood Lakes Boulevard as part of the 2017 Galveston County Bond Program; and

WHEREAS, the City is willing to execute a separate agreement with Galveston County, Texas, ("County") for County to contract for engineering and design services and bid out and oversee the construction of the improvements under terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants, agreement and benefits to the Parties, it is agreed as follows:

I. DEFINITIONS

Unless the context indicates otherwise, capitalized terms used in this Contract shall have the following meanings:

1. *Approved Project Scope describes the "Public Improvements"* (as depicted in **Exhibit B**) and means the construction of four-lane, divided, major thoroughfare consisting of:
 - a. A 100-feet of right-of-way;
 - b. Four, twelve foot-wide concrete-paved lanes approximately seven to eight-inches thick;
 - c. An esplanade/median of varying widths;
 - d. Five (5) foot sidewalks along both sides of the roadway
 - e. Storm sewer lines of varying sizes in compliance with the City of Friendswood's and Galveston County Consolidated Drainage District Design Criteria; and
 - f. Creek/Tributary crossing designed to accommodate, at a minimum, the 100-year extreme event
2. *City* means the City of Friendswood, Texas.
3. *City Stormwater System* means all drainage facilities, lines, and components owned and used by the City to collect, convey, and regulate stormwater.
4. *Developer* means YELLOWSTONE, the CLEAVES, and the ESTATE.
5. *The Property* means multiple tracts of land comprising approximately 10.80 acres within the City, which is more particularly described in **Exhibit A** attached hereto and made a part herein for all purposes.

II. DEVELOPER'S RESPONSIBILITIES

In consideration of the mutual covenants and agreements contained herein, Developer agrees to the following:

1. Developer shall provide City an Owner Title Policy on the Property as described in **Exhibit A** concurrently with the conveyances described in Section 2 below.

2. The Developer shall donate their respective portions of the Property to the City through their respective properties for the construction of a 100-foot wide right of way commonly known as Friendswood Lakes Boulevard in accordance with the Approved Project Scope. Conveyance shall be granted to the City by Special Warranty Deed(s) within 15 days of the City's request, which Special Warranty Deeds shall provide that, in the event the Public Improvements have not been completed within twenty-four (24) months following the date of such conveyance, the conveyed property shall revert to the respective Developer (or their respective successors or assigns). Should an extension be needed due to unforeseen complications encountered during design or construction of the Public Improvements (i.e. the need to secure Federal environmental clearances, etc.) the Developer will not unreasonably deny such an extension request, provided that the City has commenced the construction of the Public Improvements within twenty-four (24) months following the date of such conveyance and diligently pursues the same until completion. Notwithstanding any of the forgoing, in the event the conveyed property reverts to the respective Developer, the Developer Contribution set forth below shall be returned to the respective Developer (or their respective successors or assigns) and this Agreement shall terminate and be of no further force or effect. Such grants shall occur prior to the commencement of any construction of the Approved Project described in the Approved Project Scope as depicted in **Exhibit B**.
3. Upon the later to occur of (i) commencement of development activities (evidenced by the commencement of grading activities initiated by such Developer) other than in connection with the Approved Project, on their respective portions of such Developer's Property or (ii) completion of the Approved Project in accordance with the Approved Project Scope, each Developer shall contribute one third (1/3) of the total amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the "**Developer Contribution**") to be used as matching funds for the construction of Friendswood Lakes Boulevard over "The Property" from its southernmost terminus at North Eagle Creek, to this westernmost terminus in West Ranch. Notwithstanding any of the foregoing, in the event the sum of (i) the total hard construction costs and (ii) all out-of-pocket design and engineering fees of the Approved Project (the "**Actual Project Costs**") is less than \$4,770,000.00 (the "**Anticipated Project Costs**"), the Developer Contribution shall be reduced by thirty-three percent (33%) of the amount by which the Anticipated Project Costs exceeds the Actual Project Costs.
4. Upon completion of the Approved Project described in the Approved Project Scope, the City will accept the major thoroughfare and City Stormwater System constructed therein, free and clear of all liens and encumbrances which may be satisfied by a liquidated sum of money, for ownership, operation, and maintenance by the City.
5. The bid phase and construction phase associated with the Public Improvements will be performed by Galveston County, Texas, and reviewed by the City as required or appropriate.
6. Upon advance notice, Developer grants to the City and to Galveston County, along with their respective officers, agents, employees, and contractors, the right and privilege to enter

Developer's premises immediately adjacent to the Property at all reasonable hours in order to construct the Public Improvements.

7. The respective portions of the Property shall be re-platted to reflect the conveyance to the City at a later date in connection with the master preliminary plat of each Developer's respective parcel.

III. CITY'S RESPONSIBILITIES

1. All expenses associated with the conveyance of the Property contemplated in this section related to the drafting of the Special Warranty Deed and subsequent recordation with the Galveston County Clerk's office shall be the borne exclusively by City. The cost of providing an up-to-date title report (but not the cost of an owner's policy of title insurance, which shall be the responsibility of the City if the City so desires said policy/insurance) and metes and bounds description shall be borne exclusively by the Developer.
2. The City shall enter into an Interlocal Contract with Galveston County, Texas, for the construction of the Public Improvements over "The Property" from Friendswood Lakes Boulevard at its southernmost terminus at North Eagle Creek, to this westernmost terminus in West Ranch.
3. Pursuant to such Contract, Galveston County will contract for engineering and design services and upon completion of design advertise for bids and provide construction oversight and construct the Public Improvements. The City will provide funding for the Public Improvements by passing through the payment obligations of Developers as described in Article II, Section 3 herein.
4. The City agrees to fund overages/costs in excess of the funding provided by Galveston County and the Developers for the construction of Friendswood Lakes Boulevard.
5. The legal title to the roadway improvements and City Stormwater System improvements shall at all times vest in the City. Developer shall have no claim thereto.
6. Upon completion of the Public Improvements, City shall assume responsibility for the maintenance of the roadway and the associated utilities. The City will cooperate with each of the Developers for the creation of curb cuts from the right of way located upon the Property to each Developer's remaining property provided the creation of curb cuts do not violate the City's Design Criteria Manual. In areas of conflict, no request for curb cuts will be unreasonably withheld.

IV. TERM AND TERMINATION

1. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force and effect from the Effective Date until the final completion of the Public Improvements.
2. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or in part, then the obligations of such party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability so long as such party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, and which such party could not have avoided by the exercise of due diligence and care.
3. This Agreement may be terminated in the following manner:
 - a. By mutual written agreement and consent of all Parties;
 - b. By the City if Developer fails to fulfill the obligations set forth herein;
 - c. By Developer if the City, or the County fails to fulfill the obligations set forth herein; or
 - d. By the City if the County terminates its agreement with the City for the Public Improvements.

The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Parties under this Agreement, except for any cost incurred because of the breach. If the Public Improvements are not constructed, Developer may seek reimbursement of the funding it provided pursuant to this Agreement.

V. GENERAL PROVISIONS

1. Notwithstanding anything to the contrary contained in this Agreement, the City and Developer hereby agree that no claim or dispute between the City and Developer arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the

Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Developer consents to be joined in the arbitration proceeding if Developer's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

2. Nothing in this Agreement shall be construed so as to limit or waive, in whole or part, the sovereign immunity of the City.
3. Any notice permitted or required to be given in this Agreement to Developer shall be given by registered or certified United States Mail, postage paid, return receipt requested and addressed to:

Yellowstone Hill Country Ranch, LLC

Friendswood, Texas 77546

Cleaves

Attn: _____

The Estate of George A. Bofysil, Jr.

Attention: Sherry B. Angelo

City of Friendswood, Texas
Attention: City Manager
910 S. Friendswood Drive.
Friendswood, Texas 77546

Any notice permitted or required to be given in this Agreement to the City shall be given by registered or certified United States Mail Postage Prepaid, Return Receipt Requested. All notices hereunder given shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this article.

4. The relationship between Developer and the City shall be that of an independent contractor.
5. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

6. All terms, conditions, and provisions of this Agreement are subject to all applicable federal, state and local laws and regulations, and all judicial determinations relative thereto.
7. Time is expressly declared to be of the essence in regard to this Agreement.
8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Galveston County, Texas.
9. 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 thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
10. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
11. In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
12. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective Parties hereto or in ascertaining intent, if any question of intent should arise.
13. This Agreement, including the Exhibits, embody the entire agreement between the Parties and constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings of written or oral agreements between the Parties with respect to the subject matter herein.
14. No amendment modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
15. No Parties to this Agreement may assign their rights, duties or interests without first obtaining the written consent of the other Parties. Such consent will not be unreasonably withheld.
16. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement

hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.

17. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
18. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.
19. The following exhibits are attached hereto and made a part hereof for all purposes:
Exhibit A – the Property
Exhibit B – Approved Project Scope/ Public Improvements

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this _____ day of _____, 2018 (the “Effective Date”).

YELLOWSTONE HILL COUNTRY RANCH LLC

By: _____

CYPRESS CREEK HOLDINGS, LTD.

By: _____

Name: _____

Title: _____

MELISSA CLEAVES BENSON

CONSTANCE CLEAVES BRAKEBILL

VIRGINIA PARRISH CLEAVES

WILBUR R. CLEAVES

CATHERINE CLEAVES MAHON

THE ESTATE OF GEORGE A. BOFYSIL, JR.

By: _____

CITY OF FRIENDSWOOD, TEXAS

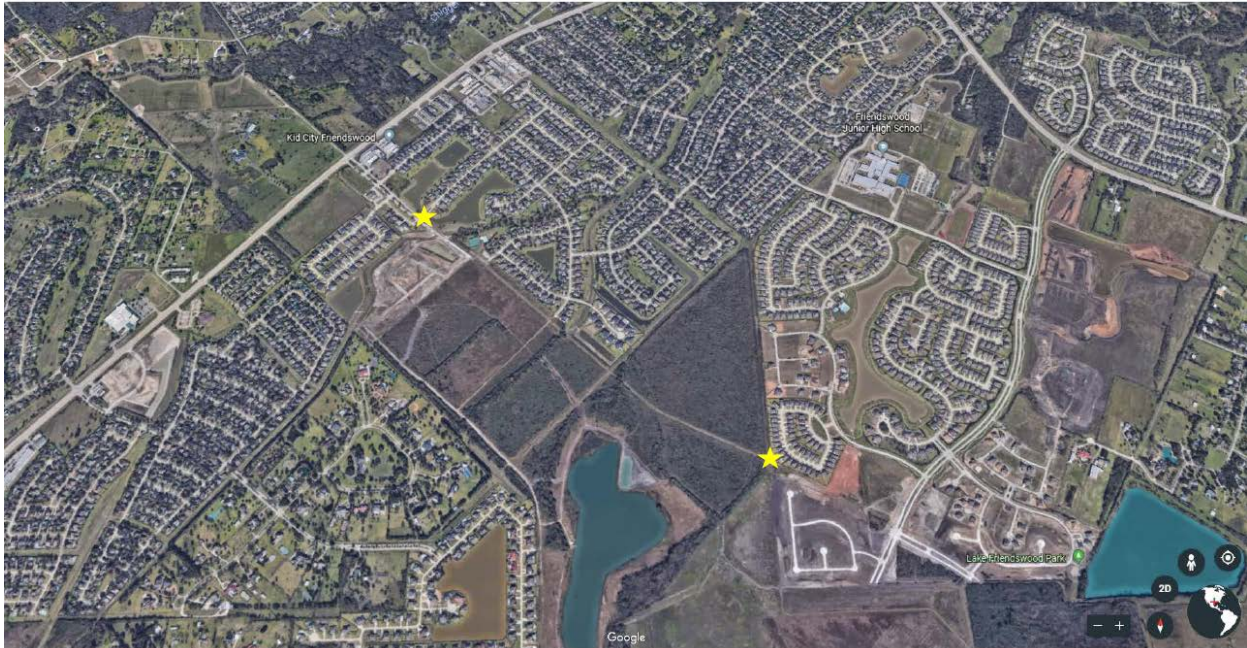
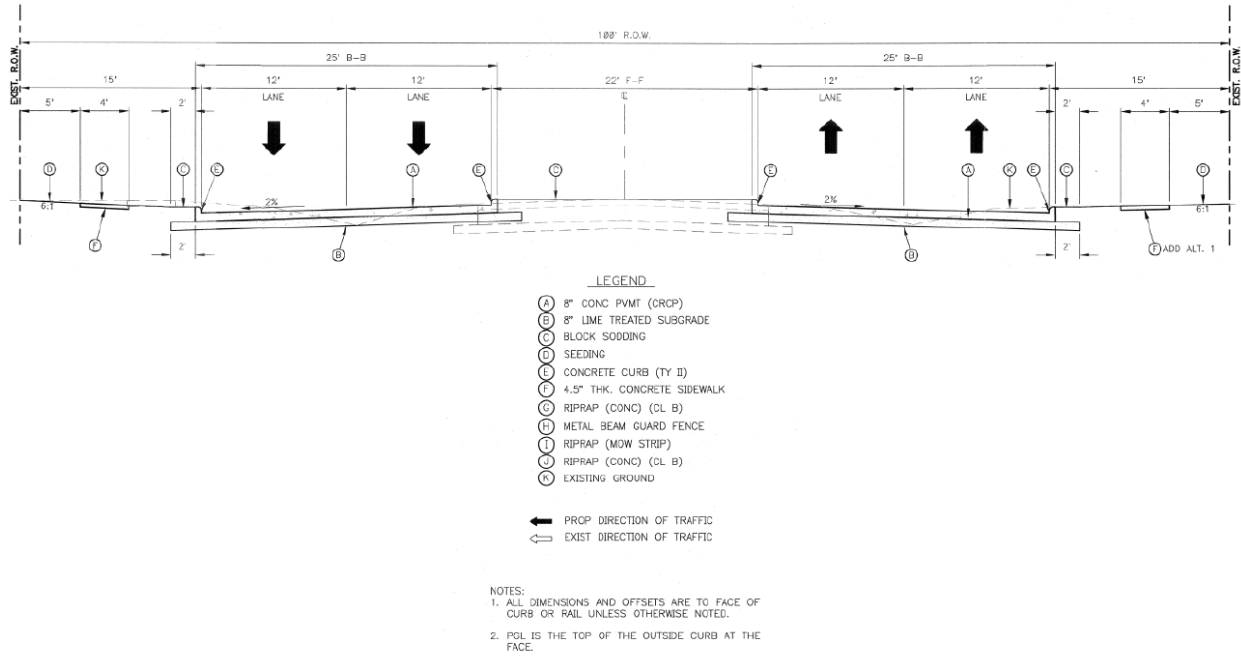
ATTEST:

By: _____
Kevin M. Holland, Mayor

Melinda Welsh, TRMC
City Secretary

Exhibit A – 10.80 Acres Legal Description/Metes & Bounds

Exhibit B – Approved Project Scope





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: May 2, 2018 Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri Originating Department: CMO

Subject: Friendswood Lakes Blvd – Galveston County Interlocal Agreement

Proceeding: Discussion and Possible Action City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$1M* Amount Budgeted: \$0

Appropriation Required: \$1M* Source of Funds: General Fund Reserves

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Since the April workshop regarding the Galveston County Bond Program and Friendswood Lakes Blvd, the landowners abutting the future roadway have made a written offer to participate toward the matching component of the project. In short, three property owners are offering:

- Full right-of-way, 100-feet wide, for the roadway's construction; and
- \$200K a piece toward the County's offer to match (\$600K Developers)

Council may recall that during the November 2017 County Bond election, an item on the ballot by the County was for a transportation project in Friendswood. The County developed a matrix to determine the available funds for each city in the County. The City of Friendswood was allocated \$3.57 million with a dollar for dollar match up to one million additional funds. With the Developer's contribution and the corresponding match by the County, the total funds available for this project are \$4.77M.

Over the course of this past month, both the Developers and City staff have reevaluated project costs and find the "drive-out" costs for this project, inclusive of engineering, surveying, and construction, range from \$4.6M to \$5.8M. Unfortunately, the actual cost for the roadway will not be known until the project has been designed and bid. Should costs come in in excess of \$4.77M, the City would have to put funds in with County provided the County's matching offer has not been exceeded. ***The Interlocal Agreement as drafted stipulates the City will front funds up to a \$1M to be matched by the County beyond bond proceeds for this project. Payment of our contribution will not be due and owing until the project has been bid for construction. Therefore, the City's obligation of \$1M may be less than or more than \$1M. Of that amount, \$600K will be reimbursed to the City by the Developers in the future.**

Upon Council's approval of the development agreement, unassigned fund balance will become assigned for the City's potential cost share of the project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City.

RECOMMENDATIONS

A draft Development Agreement and Interlocal Agreement is on the agenda for later this evening.

ATTACHMENTS

[Development Agreement](#)

**INTERLOCAL CONTRACT BY AND BETWEEN
CITY OF FRIENDSWOOD, TEXAS
AND
THE COUNTY OF GALVESTON**

STATE OF TEXAS §

COUNTY OF GALVESTON §

I. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of Friendswood, Texas, (City) and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

WHEREAS, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services that each party to the contract is authorized to perform individually, and

WHEREAS, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act; and

WHEREAS, the functions and services contemplated herein are governmental functions and services within the meaning of the Interlocal Cooperation Act; and

WHEREAS, this Agreement is entered into in accordance with the Interlocal Cooperation Act and

WHEREAS, the voters of Galveston County, Texas, approved an election proposition for the issuance of bonds in the amount of \$56,000,000 for the construction, maintenance, and operation of county roads, including roads within the City of Friendswood, and the levying of the tax in payment thereof; and

WHEREAS, Galveston County allocated \$3,570,000 in road funds to be used as the County's share for improvements to various city streets in the City of Friendswood and in addition, the County allocated up to an additional \$1,000,000 in funds to be used as the County's match for improvements to various city streets in the City, provided the City matches the County's additional contribution dollar for dollar, up to \$1,000,000; and

WHEREAS, a cooperative agreement between the parties will provide a mutual benefit to both local governments and to those persons served by each entity, and serve a governmental purpose by the construction of Friendswood Lakes Road; and

WHEREAS, City and County desire to work together to carry out various functions for the mutual benefit of both parties; and

WHEREAS, the governing bodies of the City of Friendswood and Galveston County agree that it is in the best interest of the taxpayers of both governmental entities into this Interlocal Cooperation Contract.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

1. Recitals True.

Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitals of fact, but also contractual terms of this Agreement.

2. Scope/Duties/Costs.

The parties acknowledge and expressly agree that, in all things relating to this Agreement, City and County are performing governmental functions, as defined by the Texas Torts Claims Act. The parties hereby agree that City and County enter into this Agreement as governmental entities for the purpose of performing a governmental function.

a. Scope/Description/Location - FRIENDSWOOD LAKES BOULEVARD

1. *Approved Project Scope describes the "Public Improvements"* (as depicted in **Exhibit A) and means the construction of four-lane, divided, major thoroughfare consisting of:**

- a. A 100-feet of right-of-way;
- b. Four, twelve foot-wide concrete-paved lanes approximately seven to eight-inches thick;
- c. An esplanade/median of varying widths;
- d. Five (5) foot sidewalks along both sides of the roadway
- e. Storm sewer lines of varying sizes in compliance with the City of Friendswood's and Galveston County Consolidated Drainage District Design Criteria; and
- f. Creek/Tributary crossing designed to accommodate, at a minimum, the 100-year extreme event

b. Duties

1. The County will:

- Design, construct, and manage the project pursuant to City's requirements;
- Furnish the City with a set of plans and specifications;
- Conduct all advertising and procurements in compliance with public bidding laws;
- After bid opening and prior to award, review bid submittals with the City to ensure the work has been bid in conformity with the amounts allocated by each party; in the event of an overage the parties may elect not to proceed with the award of the contract;
- Issue the contract with the winning bidder and administer same until final completion;
- Transfer any and all warranties to the City; and
- Resolve any disputes with contractors.

2. The City will:

- Deal with local citizens' issues and questions during design and construction;
- Provide any necessary right-of-way; and
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project fully functioning.

c. Costs.

The County will partially finance a share of the Project by paying \$3,570,000. The City will contribute \$1,000,000 and the County will also pay an additional \$1,000,000, matching the City's contribution dollar for dollar. In total, the County will pay \$4,570,000 and the City will pay \$1,000,000. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.

The City's financial contribution toward this project shall not be invoiced, due, or owed until such time that the project has been bid for construction.

3. City approval

As required by the **Texas Transportation Code §251.012** entitled "County Authority in Municipality", the City gives its approval to the County to finance the Project up to the limits established herein.

4. Payments from Current Revenues.

Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments

from current revenues available to the paying party.

5. No Third Party Beneficiary.

This Agreement inures only to the benefit of the City and the County. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

6. Entirety of Agreement.

This Agreement constitutes the entire Agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

7. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Texas, and venue for any action from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.

8. Authority to Bind.

a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act, it has been authorized by its' respective governing body.

b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party thereto.

9. Immunity Retained.

No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. Severability.

If any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable

11. No Indemnification.

The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

12. Compliance with Laws.

In the performance of their obligations under this Agreement, the Parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

13. Amendment; Assignability.

This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

This Agreement is hereby executed by the Parties, each respective Party acting by and through its duly authorized official as required by law, in duplicate counterparts, each of which shall be deemed to be an original, to be effective upon full execution and with the date of the Party that is executing last in time:

CITY OF FRIENDSWOOD, TEXAS

Kevin M. Holland, Mayor

ATTEST:

Melinda Welsh, City Secretary,
City of Friendswood

GALVESTON COUNTY, TEXAS

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan, County Clerk

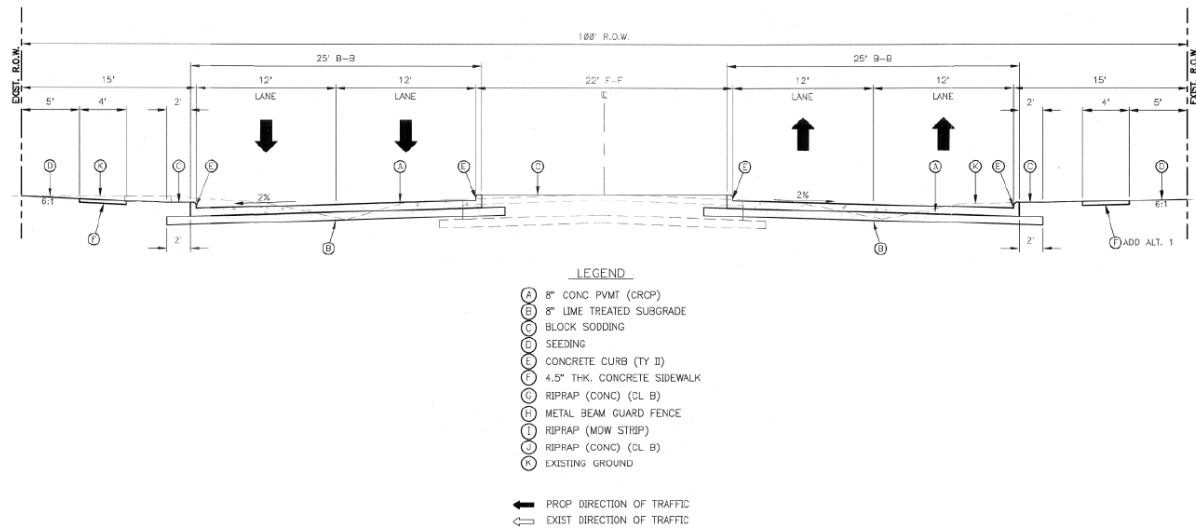
APPROVED AS TO FORM:

Mary Kay Fischer, City Attorney
City of Friendswood, Texas

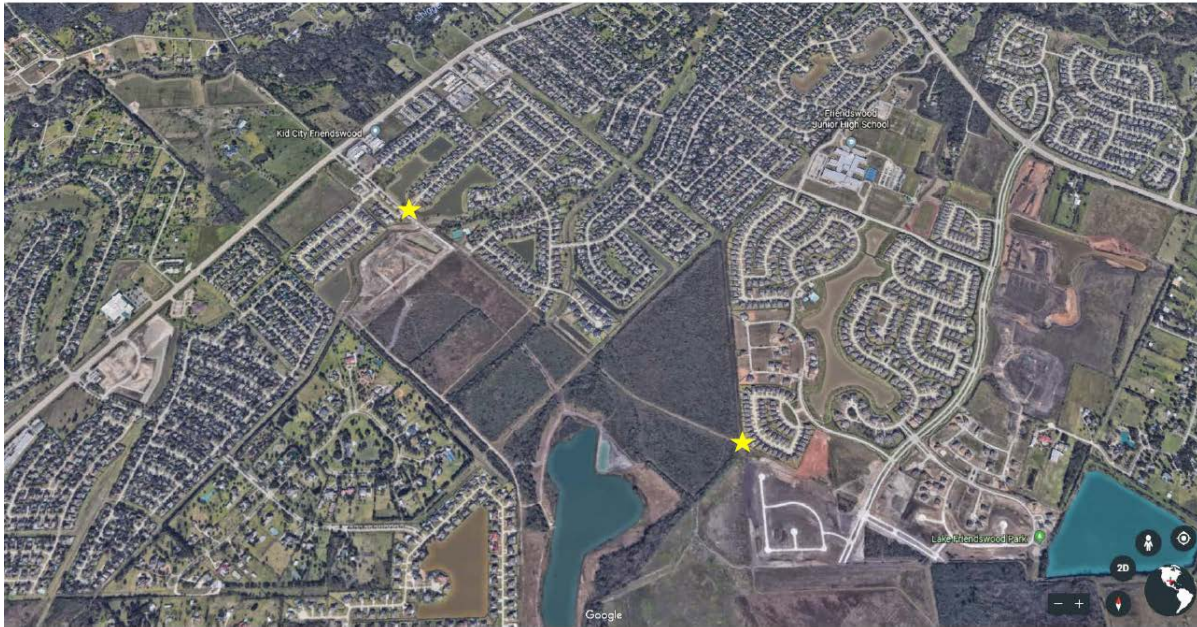
APPROVED AS TO FORM:

_____, Attorney
Galveston County Legal Department

Exhibit A – Approved Project Scope



NOTES:
 1. ALL DIMENSIONS AND OFFSETS ARE TO FACE OF CURB OR RAIL UNLESS OTHERWISE NOTED.
 2. PCL IS THE TOP OF THE OUTSIDE CURB AT THE FACE.





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 11, 2018

Dept. Clearances: Parks & Rec

Prepared by: Heather Whitty

Subject: Dog Park & Doggy Splash Pad Naming

Originating Department: Parks & Rec

City Attorney Review: Yes

Proceeding: Discussion and possible action

Degree of importance: Critical Significant X Elective

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood was awarded the Bark for Your Park grant of \$25,000 in August 2016 to construct a new dog park. As part of the grant rules, Sections 6.D.VII, signed by Mayor Kevin Holland on August 17, 2016, the City of Friendswood agrees to permanently include the Sponsor's (PetSafe) brand name in the name of the dog park and include the Sponsor's PetSafe brand name and logo in all materials related to the dog park.

Cary and Stephanie Wilson contacted the City of Friendswood on December 26, 2016 with the request to donate \$25,000 from Ron Carter Autoland in Alvin, Texas in exchange for naming rights to the doggy splash pad to be installed in the new dog park.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The naming of the park was part of the agreement when the City accepted the awarding of the Bark for Your Park grant in August 2016.

The naming of the park is part of the agreement to receive the \$25,000 donation from Cary and Stephanie Wilson.

RECOMMENDATIONS

Not Applicable

ATTACHMENTS

[Bark for Your Park Grant Award](#)
[Dog Park Entrance Rendering](#)
[Doggy Splash Pad Donation Agreement](#)
[Naming Contract Dog Park](#)
[Naming Contract Doggy Splash Pad](#)
[Ron Carter Sponsor Graphic](#)



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August 17, 2016

Justin Young, Marketing Specialist
PetSafe® Brand
10427 PetSafe Way
Knoxville, TN 37932

Congratulations! It is my privilege to inform you that Friendswood, TX has been selected as a 2016 PetSafe® Bark for Your Park™ grant recipient. Your community will receive an award in the amount of \$25,000 to build a PetSafe Dog Park. We thank you for your participation in the program and for your commitment to creating safe, off-leash areas for pets and their owners to enjoy for years to come.

By submitting an application, your community has agreed the PetSafe Bark for Your Park Grant Program Official Grant Rules. A copy of the rules is included along with a list of requirements to receive your community's grant award. Please have a civic leader sign and date the attached Acknowledgement Form and return to PetSafe Brand.

On behalf of the PetSafe® Brand, I extend our best wishes for your success and our commitment to support your dog park project.

Sincerely,
Justin Young, Marketing Specialist
PetSafe® Brand
(865) 824-5176
jyoung@petsafe.net



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**The PetSafe® Bark for Your Park Grant Program
Official Grant Rules**

By applying for a PetSafe Bark for Your Park Grant, you accept and agree to be bound by these Official Grant Rules. Applicants further agree to be bound by the decisions made by the Sponsor, which are final and binding in all respects. The Sponsor reserves the right to disqualify Applicants and/or applications that do not comply with the Official Grant Rules.

1. No Purchase Necessary:

No purchase necessary to apply. A purchase will not increase your Community's chances of being awarded a Grant.

2. Sponsor:

The PetSafe Bark for Your Park Grant Program (the "Grant" or the "Program") is sponsored by Radio Systems Corporation, 10427 PetSafe Way, Knoxville, TN 37932 (the "Sponsor").

3. Grants Awarded:

The number and amount of Grants to be awarded by Sponsor may change each year based on the financial commitment available from the Sponsor. Sponsor reserves the right not to award any Grants in a given year. A Grant may include park equipment provided by Sponsor and/or a cash award, as determined by Sponsor. The total value of each Grant will include the value of any park equipment provided by Sponsor plus the amount of the cash award, if any.

- Each Grant request cannot exceed \$25,000 in value.
- The Sponsor will not fund more than \$275,000 in Grants per year, with the total amount of Grants, if any, funded in a given year to be at the sole discretion of the Sponsor. No Grant will exceed \$25,000 in dog park equipment and/or cash.
- Grants will be awarded a minimum of one time per year, in August.

4. Eligibility:

The Program is open only to Communities of the United States and District of Columbia (each, a "Community" or interchangeably an "Applicant"). The term "Community" as used in these Official Grant Rules means (a) a county, city, municipality or other local governmental unit, legally organized, constituted and existing under state law (a "Local Government") or (b) a non-profit, public benefit organization legally organized and existing under state law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities on behalf of a Local Government or which owns, manages and/or operates park facilities which are open to the general public at no charge (an "Eligible Non-profit Organization"). When the word "you" is used in these Official Grant Rules, it means the Applicant. Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (a spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Program.



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5. Applying for a Grant:

To be eligible to be selected for a Grant, a Community must agree to accept and be bound by these Official Grant Rules and must submit the following to the Sponsor with their application:

- (i) an executive summary of the community dog park project to be funded;
- (ii) a verification letter from the land owner where the current or proposed dog park will be built that confirms the availability of land for the project; and
- (iii) letter(s) from the city or county mayor, city manager, the director of parks and recreation, or other civic leader within the Community that document their support of the proposed dog park and their willingness to complete the project if the Community is chosen as a Grant recipient.

All submissions may be made to the Sponsor via the petsafe.net/barkforyourpark website.

To be eligible for a Grant, a Community must meet the Community Eligibility Requirements set forth in paragraph 6(d) below in addition to the foregoing requirements and must otherwise comply with these Official Grant Rules.

Previous Bark for Your Park Grant recipients are not eligible to apply for additional Grants for a period of three (3) years from their Grant announcement. Previous winners of the PetSafe Bark for Your Park Contest are not eligible to apply for Grants for a period of three years from their park opening.

6. Description of the Program:

(a) Community Designation.

In the event multiple applications are submitted on behalf of overlapping or contiguous Communities or on behalf of multiple Eligible Non-profit Organizations which are in the same general geographic area or overlapping geographic areas (such as a city and a county or an Eligible Non-profit Organization and the city in which it is located), Sponsor, in its sole discretion, may elect to designate which of the nominated Communities will be considered for a Grant.

(b) Grant Selections.

Grants will be awarded on a combination of factors, including Need (location/presence of park or condition of existing park), Impact (dog population, number of existing parks and recreational pet opportunities), and Support (commitment to building/operating a public dog park or prior community efforts). Preference will be given to allocating Grants equally across the United States. Based on the applications received, this distribution model may be adjusted. Grant applications will be reviewed by the Sponsor. All decisions of the Sponsor will be final, binding and non-appealable.

(c) Award of Grants.

The Communities designated as Grant recipients will be awarded a Grant by Sponsor for use in development and construction of a dog park in the Community, subject to compliance with these Official Grant Rules and satisfaction of all Community Eligibility Requirements. Grant recipients will be contacted directly by telephone and/or email and will then be posted on the Bark for Your Park website. Potential recipients who cannot be contacted within ten (10) business days following the selection process, despite best efforts, may be disqualified and another recipient may be selected. Grants will be publically announced and awarded in August and Grant funds must be used within 3 years of the announcement.



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(d) Community Eligibility Requirements.

To be eligible to receive a Grant, each Community selected as a Grant recipient must:

- (i) agree in writing to be bound by these Official Grant Rules.
- (ii) provide land for construction and operation of the dog park, the location and suitability of which are subject to Sponsor's reasonable approval.
- (iii) provide a budget for the design and construction of the dog park, which shall be subject to Sponsor's reasonable approval.
- (iv) provide evidence of appropriation or availability of sufficient funds to complete construction of the dog park in accordance with the proposed budget.
- (v) provide a budget for operation of the dog park, which shall be subject to Sponsor's reasonable approval, and commit to maintain and operate the dog park for at least three (3) years from the date the dog park opens to the general public.
- (vi) make the dog park available for use by the general public at no charge, subject to reasonable rules and regulations concerning such use.
- (vii) agree to permanently include Sponsor's PetSafe brand name in the name of the dog park and include Sponsor's PetSafe brand name and logo in all materials related to the dog park.
- (viii) coordinate the opening of the dog park with Sponsor and participate in promotional activities related to the Program and the dog park as reasonably requested by Sponsor.

7. Use and Funding of Grants:

Grants cannot be used to purchase land and must be used only for direct costs of development and construction of the dog park, such as design fees, permits, site preparation, construction services, building materials, installation of utilities, and other capital expenses related to development and construction of the dog park, which shall be set forth in a project budget and subject to Sponsor's reasonable approval (the "Approved Expenses").

The grand opening or reopening of the dog park should take place no later than three years from the date of the Grant announcement, subject to weather and other factors beyond the Community's control. Sponsor will not be responsible for delays in approvals, construction, planning, or other issues outside of Sponsor's control. If the grand opening or reopening of the dog park has not occurred by three years from the date of the Grant announcement, the Community agrees to donate the Grant funds to animal shelters, animal welfare groups, animal rescue groups, or animal advocacy groups as decided by the Community's Chief Executive Officer.

8. Advertising and Promotion:

The Sponsor and each of its respective affiliates, distributors, licensees, suppliers and advertising/promotion agencies (collectively, the "Sponsor Affiliates") shall, except to the extent prohibited by law, have the right and permission to use each Applicant's name for advertising, promotion, trade and/or any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. By applying, each Applicant grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Applicant's rights with regard to any portions or ideas contained in their application. Each Community grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Community's rights with regard to any portions or ideas submitted by the Community.



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9. Privacy:

The names of Communities may be announced publicly in connection with any application or Grant. Any information posted on Facebook will be subject to their respective privacy policies.

10. Limitation of Liability:

THE SPONSOR AND SPONSOR AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES, EXPRESSLY DISCLAIM, SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ANY COMMUNITY OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY GRANT (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO), SUCH PARTY'S PARTICIPATION OR ATTEMPT TO PARTICIPATE IN THIS PROGRAM OR ABILITY OR INABILITY TO UPLOAD OR DOWNLOAD ANY INFORMATION IN CONNECTION WITH PARTICIPATING IN THE PROGRAM, OR ANY FRAUD, VIRUSES OR OTHER EVENTS THAT COMPROMISE THE INTEGRITY OF THE PROGRAM. EACH COMMUNITY FURTHER ACKNOWLEDGES THAT NEITHER SPONSOR, THE SPONSOR'S AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR GRANT, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY GRANT, OTHER THAN THE DOLLAR AMOUNT OF THE GRANT. ALL GRANTS ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO. USE OF THE PROGRAM WEB SITE IS AT EACH USER'S OWN RISK.

EACH COMMUNITY PARTICIPATING IN THIS PROGRAM AGREES TO INDEMNIFY, RELEASE AND HOLD SPONSOR AND SPONSOR'S AFFILIATES, INCLUDING BUT NOT LIMITED TO FACEBOOK, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) DUE TO OR ARISING OUT OF OR IN ANY WAY RELATED TO THEIR PARTICIPATION IN THIS PROGRAM OR THEIR ACCEPTANCE OR USE OF ANY GRANT.

11. Miscellaneous:

(a) Taxes, if any, are the sole responsibility of each Grant recipient.

(b) SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE PROGRAM TO THE FULLEST EXTENT PERMITTED BY LAW.

(c) Sponsor reserves the right, without notice and at any time, to disqualify and remove the application of a Community who violates these Grant Rules. Sponsor has no obligation to correspond with persons regarding applications or disqualifications of any Community.

(d) Sponsor reserves the right, without prior notice and at any time, to terminate the Program, in whole or in part, or modify or suspend the Program in any way, for any reason, including if Sponsor determines, in its sole discretion, that the Program is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper integrity, and/or feasibility of the Program.



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(e) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Grant Rules or the rights and obligations of the participant or Sponsor in connection with the Grant shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, provincial or federal laws. Exclusive jurisdiction and venue for any action arising out of or relating to the Grant shall be in the state or federal courts of record located in Knox County, Tennessee. By participating in this Program, each Community hereby agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Grant Rules and the Program.

(f) Sponsor shall not incur any liability to any Community for any losses or damages of any nature whatsoever incurred or suffered by a Force Majeure Event including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), power outages, war, riot, commotion, strikes, or acts or threats of terrorism.

(g) Sponsor has the sole right to decide all matters and disputes arising from this Program and all decisions of Sponsor are final, binding and unappealable.

(h) VOID WHERE PROHIBITED BY LAW.

(i) Community agrees that all installation of equipment included in a Grant award from the Sponsor is the sole responsibility of the Community.

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August 17, 2016

Congratulations on being selected as a 2016 PetSafe® Bark for Your Park™ grant recipient.

Your grant award to Build a PetSafe Dog Park is subject to the terms in the PetSafe Bark for Your Park Grant Program Official Grant Rules. By applying for a PetSafe Bark for Your Park grant, your community accepted and agreed to be bound by these Official Grant Rules, which are attached for your review.

Please acknowledge your receipt of the Official Grant Rules by signing and returning this form as soon as possible by email to dogpark@petsafe.net or by mail to:

PetSafe® Brand
Bark for Your Park™ Grant Program
10427 PetSafe Way
Knoxville, TN 37932

City of Friendswood

City/Town, State

First and Last Name

Mayor

Title

8/17/16

Date



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August 17, 2016

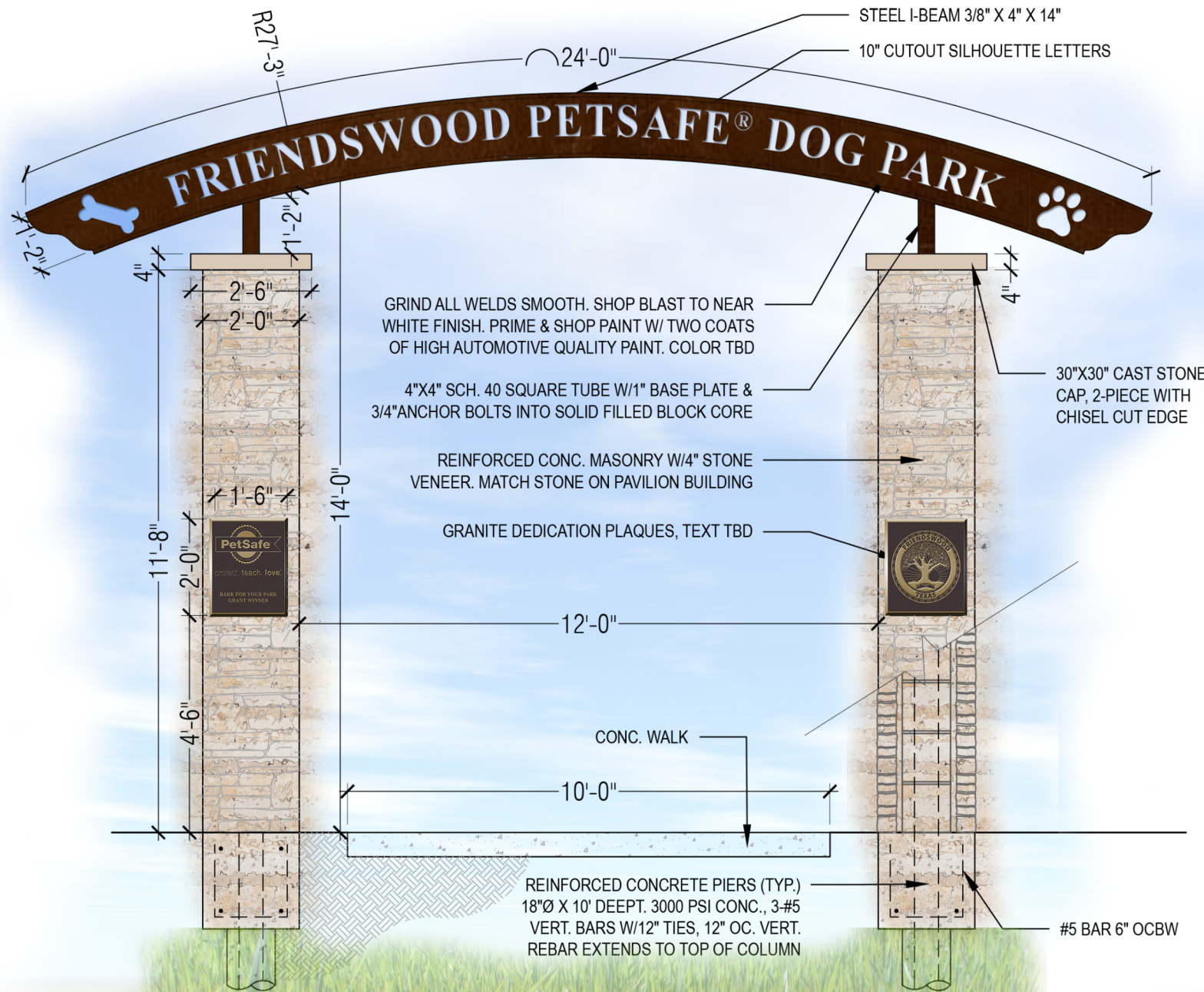
Congratulations! On behalf of PetSafe® Brand, we are excited for your community to get started on its project to build an off-leash PetSafe Dog Park.

The following requirements must be met and submitted to PetSafe Brand to receive your grant award.

1. Site Information (address/location of park)
2. Concept Plan (document summarizing the overall work needing to be completed)
3. Plans and specifications (blueprints or similar plans)
4. Budget
5. Cost Estimates (from vendors/construction companies)
6. Project Timeline
7. Issuances of construction permits, if applicable
8. Commencement of Project (document/statement asserting work has begun)

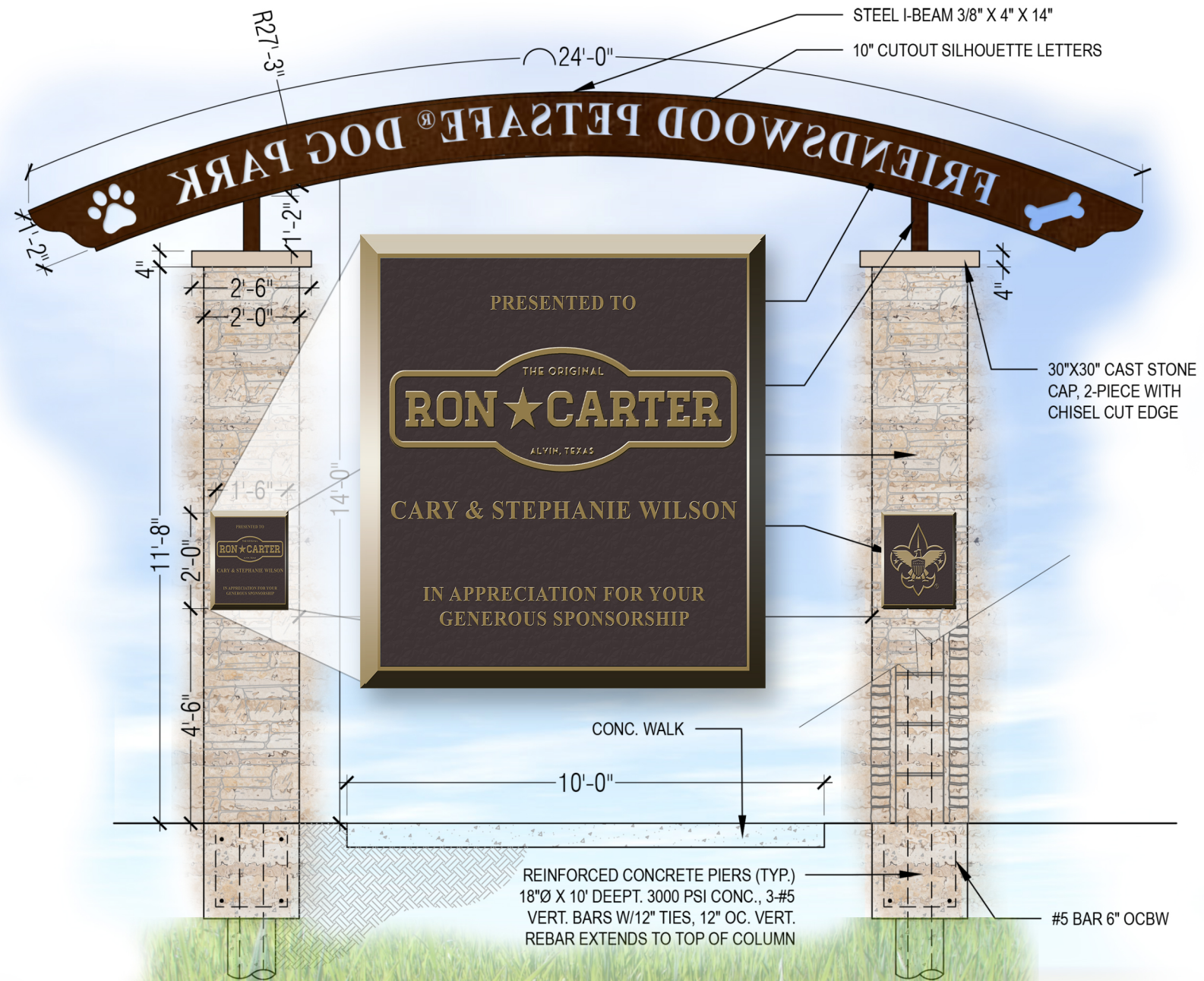
Once these requirements have been met, please email documents dogpark@petsafe.net or mail to:

Thank you,
PetSafe® Brand
Bark for Your Park™ Grant Program
10427 PetSafe Way
Knoxville, TN 37932



PARK ENTRY ARCH
SCALE: 3/8" = 1'-0"

FRONT



PARK ENTRY ARCH
SCALE: 3/8" = 1'-0"

BACK

**AGREEMENT FOR NAMING RIGHTS AND
SPONSORSHIP OF RECREATIONAL FACILITY**

THIS AGREEMENT FOR NAMING RIGHTS AND SPONSORSHIP OF RECREATIONAL FACILITY ("Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the City of Friendswood, Texas, a home-rule municipality situated in Galveston and Harris Counties, Texas ("City"), and Ron Carter Autoland and Cary and Stephanie Wilson ("Sponsors"), collectively referred to herein as the "Parties."

WHEREAS, City owns and controls the Friendswood Petsafe® Dog Park ("Dog Park") to be located within that certain park facility known as Old City Park; and

WHEREAS, City desires to raise additional revenue to provide funding for a Dog Splash Pad amenity to be constructed within the Dog Park; and

WHEREAS, Sponsors desire to acquire naming rights for the Dog Splash Pad and other associated rights, privileges and benefits; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. SPONSORSHIP AND NAMING RIGHTS. The Parties agree that the Dog Splash Pad to be located at the Dog Park in Old City Park in Friendswood, Texas shall be referred to as the "RON CARTER DOGGY SPLASH PAD" during the term of this Agreement. In furtherance of this sponsorship, City will throughout the term of this Agreement provide recognition of the Sponsors by way of the following signage:

- a. The placement of a large sign (approx. 5' x 3.5') on both sides of the fence separating the large dog park from the small dog park, as shown more particularly on Exhibit "A."
- b. The placement of an entrance plaque bearing the names of the Sponsors on the columns of the entrance sign leading into the Dog Park, as shown more particularly on Exhibit "B."

II. NAMING RIGHTS FEE. In consideration of the rights, privileges and benefits granted under this Agreement, Sponsors agree to contribute to the City a Naming Rights Fee in the amount of \$25,000.00. Such payment shall be made to City in one lump sum within thirty (30) days of the approval of this Agreement by the Parties.

III. TERM. This Agreement shall commence upon its execution by the Parties and shall continue for a period of ten (10) years from and after the date of its execution, unless extended or terminated in accordance with the terms hereof. If Sponsors are not in default of this Agreement, then Sponsors will have the option to extend the term of this Agreement for an additional ten (10) years, subject to mutual agreement of the Parties concerning signage and naming rights fees applicable to the extended term.

IV. DEFAULT AND TERMINATION. The occurrence of any one or more of the following

events will constitute a breach of this Agreement by the Sponsor giving rise to the City's right to terminate this Agreement for cause:

- a. Cessation of Ron Carter Autoland to conduct business, or if Sponsors, in whole or in part, are subject to any attachment, execution or other judicial seizure or sale of any substantial portion of their assets.
- b. The failure of Sponsors, in whole or in part, to pay their debts as they come due, or the filing, or filing against them, of a petition or other request for relief under federal bankruptcy or insolvency laws.
- c. The commission of any act by Sponsors, in whole or in part, which, in the reasonable and good faith judgment of the City, would disparage or impair the reputation and integrity of the City.

In the event of a termination for cause, the Parties agree that the Parties will immediately cease to use any references or the use or display of the signage provided for herein. If the City cancels and terminates this Agreement under such circumstances, Sponsors shall be required to pay or reimburse City for all necessary and reasonable costs and expenses incurred to remove any and all signage installed pursuant to this Agreement and all necessary and reasonable costs and expenses incurred to produce replacement items to remove Sponsors' name.

Upon the giving of thirty (30) days written notice to Sponsor, the City may terminate this Agreement without cause in its sole discretion. If the City terminates this Agreement without cause under this provision, the City shall refund to Sponsor a pro-rata amount of the Naming Rights Fee based on the number of months remaining in the current term (e.g., if the Agreement is terminated after four (4) years, the Sponsor shall receive a refund equivalent to 60% of the Naming Rights Fee.)

V. NOTICES. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Sponsors:

Cary and Stephanie Wilson
304 E. Viejo Drive
Friendswood, Texas 77546

If to City:

City Manager
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

VI. ASSIGNMENT AND SUCCESSION. This Agreement shall be binding upon and inure

to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective Parties. Sponsors shall not voluntarily or by operation of law assign, transfer or encumber all or any part of Sponsor's rights, interests, duties or obligations under this Agreement without the City's prior written consent. Any attempted assignment, transfer or encumbrance shall be void and shall constitute a material breach of this Agreement and cause for termination without liability to the other party.

VII. CHOICE OF LAW/FORUM. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The Parties agree that any action, suit or other proceeding arising out of this Agreement shall be instituted only in a federal or state court located in Galveston County, Texas.

The undersigned agree to the terms and conditions stated above.

ATTEST:

City of Friendswood, Texas

Melinda Welsh, City Secretary

By: _____
Kevin Holland, Mayor

Cary Wilson

Cary Wilson

Ron Carter Autoland

By: _____
Ron Carter Autoland president
(Name and title)

Stephanie Wilson

Stephanie Wilson



City of Friendswood

Application for Naming a Public Facility

Please provide the information requested and return this application to the City Secretary's Office.

Applicant Information

Name: Justin Young, Marketing Specialist for PetSafe Brand
Address: 10427 PetSafe Way
Phone: 865-824-5176

Facility Information

Location: 300 Briarmeadow Friendswood, TX 77546
Current Name: N/A
Function of Facility: Provide a safe off-leash area for dogs
Proposed Name: Friendswood PetSafe Dog Park

Contributions

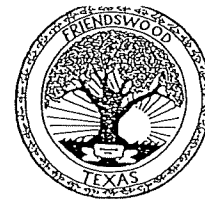
In the spaces provided below, briefly explain how the proposed individual, family, organization, or entity has contributed to Friendswood. You may use any combination of categories, as is appropriate to the nomination, to describe the contributions made. For further assistance please refer to the Guidelines and Criteria for the Naming of Public Facilities.

Historical/Symbolic

Civic Contributions

Financial Benefactor

City of Friendswood was awarded \$25,000 as part of the Bark for Your Park grant program in August 2016. As part of the requirements the City agreed to permanently include the PetSafe name in the name of the park. (See attached "Bark for Your Park Award," section 6, d. vii).



City of Friendswood

Application for Naming a Public Facility

Please provide the information requested and return this application to the City Secretary's Office.

Applicant Information

Name: Cary and Stephanie Wilson, Ron Carter Antolano
Address: 304 E Viejo Dr Friendswood, TX 77546
Phone: 713-906-9319

Facility Information

Location: 300 Briar meadow Friendswood, TX 77546
Current Name: N/A
Function of Facility: Provide water play area for dogs
Proposed Name: Ron Carter Doggy Splash Pad

Contributions

In the spaces provided below, briefly explain how the proposed individual, family, organization, or entity has contributed to Friendswood. You may use any combination of categories, as is appropriate to the nomination, to describe the contributions made. For further assistance please refer to the Guidelines and Criteria for the Naming of Public Facilities.

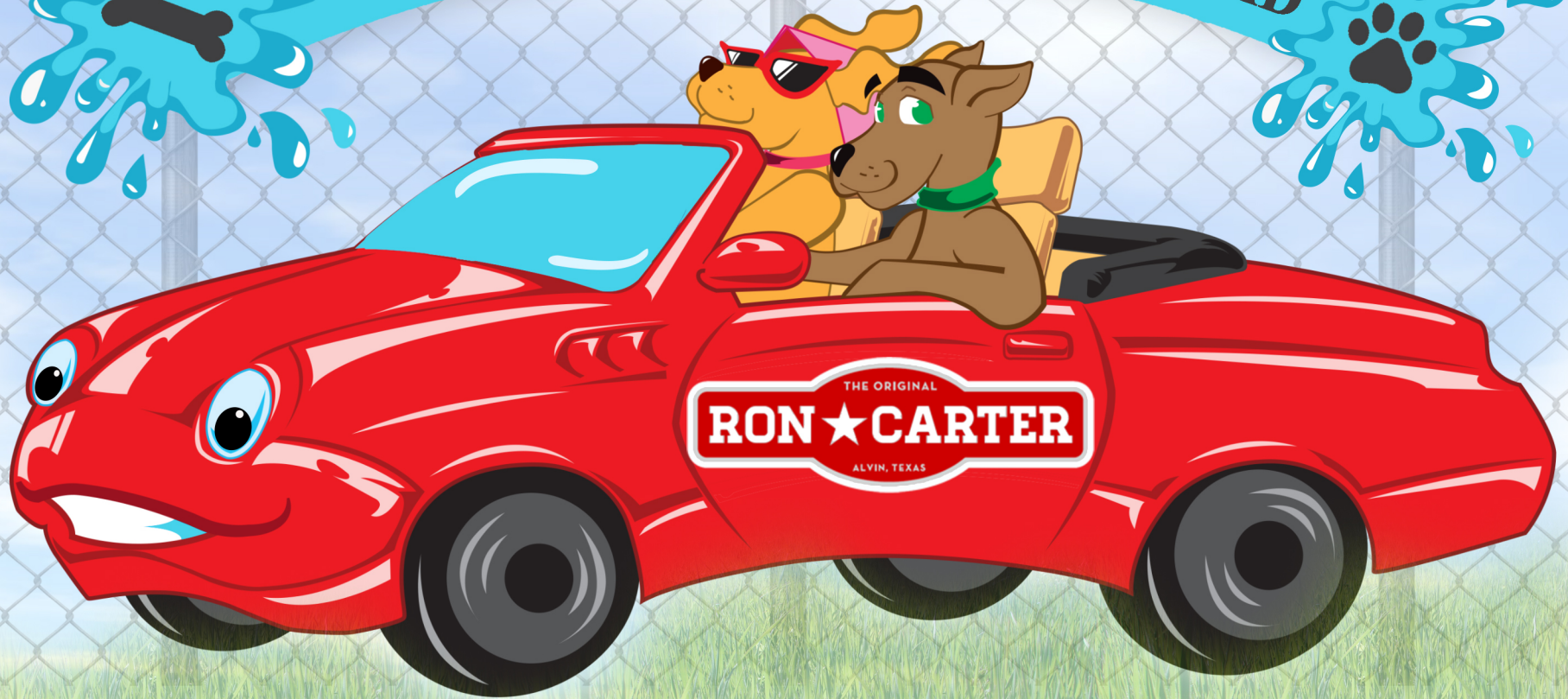
Historical/Symbolic

Civic Contributions

Financial Benefactor

Mr. & Mrs. Wilson agreed to make a monetary donation of \$25,000
in exchange for naming rights to the doggy splash pad at
Old City Park.

RON CARTER DOGGY SPLASH PAD





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 05/07/2018

Date Submitted: 04/27/2018

Dept. Clearances: KRH

Prepared by: Mary K. Fischer/Katina Hampton

Subject: Contract Renewal - Water Meter Reading Services

Originating Department: Admin Services

City Attorney Review: Yes

Proceeding: Items for Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In February of 2013, Severn Trent agreed to assume and honor the terms of the original contract between the City and SouthWest Water Company (SWWC) when SWWC eliminated the water meter reading segment of its business. Severn Trent has since changed its company name to Inframark.

The original contract includes a rate of \$1.05 per meter reading, the required insurance, performance bond, and change of the termination clause from 60 days to 1 year.

The original contract term was 5 years (ending in January 2018) with an option to renew for an additional 5-year term to be extended 1 year at a time; provided renewal with no changes to the original contract terms with the exception/allowance for a rate increase of no more than 5% of the original contract rate for services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval will allow for continuation of the contract providing for timely and efficient meter reading service.

RECOMMENDATIONS

Staff recommends approval of the contract renewal agreement between the City and Inframark. Staff also recommends a rate increase from \$1.05 to \$1.10 per meter reading.

ATTACHMENTS

[Contract](#)

RENEWAL AGREEMENT
BETWEEN
CITY OF FRIENDSWOOD, TEXAS
AND
INFRAMARK, LLC

THIS RENEWAL AGREEMENT is entered into on 27 day of April 2018 by and between the City of Friendswood, Texas ("City") and Inframark, LLC ("Inframark") for the purpose of renewing the existing Professional Services Contract ("Contract") entered into by the City and SWWC Operations, Inc. ("SWWC").

WHEREAS, on January 7, 2013, the City and SWWC entered into a Professional Services Contract ("Contract") in which SWWC provided certain meter reading services; and

WHEREAS, on February 28, 2013, SWWC assigned to Severn Trent Environmental Services, Inc. ("STES") all of SWWC's right, title and interest in and to the Contract and the City consented to that assignment; and

WHEREAS, STES has since restructured and changed its name to Inframark, LLC ("Inframark"); and

WHEREAS, the Contract was in effect for five (5) years, with the option of extending the term for one (1) additional five (5) year term to be extended one (1) year at a time; and

WHEREAS, City and Inframark desire to renew the Contract pursuant to the terms and conditions of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the City and Inframark agree as follows:

1. This Contract shall be renewed for an additional one (1) year term, beginning January 8, 2018 through January 7, 2019.

2. With the exception of the 5% increase to the original contract price noted below, this Contract will be under the same terms and conditions as the original Contract.
3. In consideration of Inframark performing its obligations identified in the Contract, the City agrees to pay Inframark \$ 1.10 per meter/per month, beginning on May 7, 2018 through January 7, 2019.

IN WITNESS WHEREOF, City and Inframark, have caused this Renewal Agreement to be executed by and through their duly authorized officers and representatives.

CITY OF FRIENDSWOOD, TEXAS

INFRAMARK, LLC

Kevin M. Holland, Mayor

Chris Tarase
Chris Tarase, Vice President

Date

4/27/18
Date



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Prepared by: Carl Gustafson/Patrick Donart

Date Submitted: May 3, 2018

Subject: City-wide Traffic Study

Originating Department: Mayor and Council

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

SUMMARY / ORIGINATING CAUSE

With the recent discussions regarding mobility during Harvey, congestion at FM 518/FM 528, and the pursuit of Friendswood Lakes Blvd, the need for a City-wide traffic study is ever more apparent. The City of Friendswood has not conducted a thorough traffic study despite the increase in population. There have been minor traffic analyses conducted on a localized scale, and farm-to-market corridors studied by Texas Department of Transportation; however, a comprehensive study has yet to be undertaken. A list of potential the components of a study include:

1. Data Collection.
2. Determining traffic conditions of the existing thoroughfare system.
3. Determining the projected growth including major traffic generators.
4. Evaluating existing local and thoroughfare inundation/ pass-ability subject to major flooding.
5. Developing a traffic model mimicking existing conditions as well as future growth at various targeted years.
6. Calibrating the traffic model utilizing available traffic data.
7. Developing simulations based on strategic system improvements such as capacity augmentation, bypass routes, and determine required timing of improvements.
8. Determining upgrade requirements for evacuation routes based on items 4 and 6 above.
9. Ranking roadway/thoroughfare improvements identified in tasks 6 and 7 based on system efficiency and effectiveness.
10. Determining approximate cost of roadway/thoroughfare improvements.

The study would become a useful tool for future bond committees, Council, and staff. An abridged request for proposals would be conducted by City staff to select a recommended/qualified traffic engineering firm. The selection could be brought to council as soon as the July meeting.

The cost for such a comprehensive study varies. A study can be completed anywhere from \$100,000 to the higher cost of \$375,000. That said, the City's road network and base major thoroughfare/arterial layout is fairly set. Therefore, pursuit of a comprehensive study on the lower end of that scale is feasible.

A follow up agenda item will be presented to City Council at a later date regarding the specific firm and specific scope for a traffic study. Staff anticipates bringing an item before City Council at the August meeting depending on direction provided at the May meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The provision of a comprehensive analysis of the City's network, coupled with additional information cleaned by the recently completed pavement management study will help plan for the future.

ASSOCIATED COSTS/FUNDING SOURCE
--

Seeking direction from Council.

ATTACHMENTS

None



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 5, 2018

Date Submitted: April 11, 2018 Dept. Clearances: Mary Kay Fischer

Prepared by: Mary Kay Fischer Originating Department: City Attorney

Subject: CenterPoint Distribution Cost Recovery Factor filing

Proceeding: Resolutions

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:
FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City, along with approximately 38 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been the primary public interest advocate before the Public Utility Commission on electric utility regulation matters for over 20 years.

On April 4, 2018, CenterPoint filed an Application for Approval to amend its Distribution Cost Recovery Factor ("DCRF") with each of the cities in their service area. In the filing, the Company is proposing an adjustment to reflect changes in the federal income tax rate resulting from the Tax Cuts and Jobs Act of 2017. As a result of that adjustment, the Company is proposing a Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018. The resulting Total DCRF Revenue Requirement sought by the Company constitutes a \$7 million decrease to the currently approved total distribution revenue requirement that is scheduled to go into effect on September 1, 2018.

GCCC (Gulf Coast Coalition of Cities) has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

All electric utility customers residing in the City of Friendswood will be impacted by this ratemaking proceeding if it is granted. Taking this action will allow the Gulf Coast. Coalition of Cities' (GCCC) consultant to review the filing and identify adjustments that should be made to the company's request. GCCC can then work to resolve issues in the company's application.

RECOMMENDATIONS

Staff recommends Council approve This Resolution to deny the rate change proposed.

ATTACHMENTS

[Resolution No R2018-07](#)
[CenterPoint Letter](#)

RESOLUTION NO. R2018-07

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

* * * * *

WHEREAS, the City of Friendswood, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 4, 2018 CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 seeking Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 7th day of May, 2018.

Kevin M. Holland, Mayor

ATTEST:

Melinda Welsh, City Secretary

APPROVED AS TO FORM:

Mary Kay Fischer, City Attorney

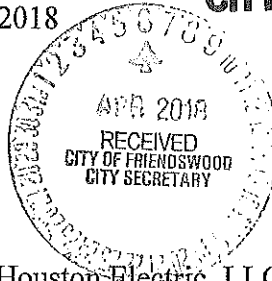


Mayor and City Council Members
City of Friendswood
Friendswood, Texas

April 4, 2018

CC: M & CC
CITY MGR

CenterPoint Energy
P.O. Box 1700
Houston, TX 77001-1700



Re: Application of CenterPoint Energy Houston Electric, LLC for Approval to Amend its Distribution Cost Recovery Factor

Mayor and City Council Members:

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston" or the "Company") files this Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to Section 36.210 of the Public Utility Regulatory Act ("PURA") and 16 Tex. Admin. Code ("TAC") §25.243 and asks that its regulatory authorities, which include your city and the Public Utility Commission of Texas ("Commission"), approve CenterPoint Houston's proposed Rider DCRF.

CenterPoint Houston is filing this Application simultaneously with the Commission and all municipal authorities that have retained jurisdiction over CenterPoint Houston's rates. This is CenterPoint Houston's fourth DCRF filing. The Company's proposed effective date for rates under Rider DCRF is September 1, 2018. If the DCRF requested in this Application is approved, CenterPoint Houston's distribution revenue requirement will decrease by \$7,088,052 compared to the DCRF revenue requirement currently approved to be effective on September 1, 2018.

Municipalities that have not ceded their jurisdiction to the Commission have exclusive original jurisdiction over this filing, as it affects service within their municipal boundaries. This jurisdiction extends for 60 days from the date of this filing. Pursuant to 16 TAC § 25.243(c)(1)(B), on the 60th day after the filing of this Application with the city, the Application is deemed appealed to the Commission, regardless of whether the city approves or denies the application, and the appeal will be consolidated with the CenterPoint Houston's DCRF proceeding before the Commission.

If you desire any additional information concerning this filing, please contact Denise Gaw at (713) 207-5956.

Very truly yours,

A handwritten signature in cursive script that reads "Chasta T. Martin".

Chasta T. Martin
Director of Regulatory Affairs

Enclosures

Mayor and City Council Members

April 4, 2018

Page 2

DELIVERED TO:

Heather Van Dine, City Secretary Office of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Friendswood on this 24th day of April 2018.

Heather Van Dine



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 5, 2018

Date Submitted: April 12, 2018 Dept. Clearances: Mary Kay Fischer

Prepared by: Mary Kay Fischer Originating Department: City Attorney

Subject: Request State of Texas seek a waiver of the 70% aggregate of CDBG-DR funds

Proceeding: Resolutions City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of Community Development Block Grant (CDBG) program funds be used to support activities benefitting low-to moderate-income persons.

The City of Friendswood, Texas, is requesting the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds by request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction in the 70% overall benefit requirement.

The law provides that this 70% requirement may be lowered for its CDBG-DR grant based on a determination by HUD of compelling need for the reduction.

City of Friendswood, Texas, requests the State of Texas seek a waiver to the 70 percent overall benefit requirement and propose a 50 percent aggregate of CDBG-DR funds be used to support low- and moderate-income persons and supports Galveston County's efforts to seek this waiver and reduce the 70% requirement to 50%.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate- income persons result in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities. Natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate-income areas since many households and communities across the State of Texas have undergone massive setbacks due to Hurricane Harvey regardless of income levels.

Maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

RECOMMENDATIONS

Staff recommends Council approve This Resolution.

ATTACHMENTS

[Resolution R2018-08](#)

RESOLUTION NO. R2018-08

**A RESOLUTION OF CITY OF FRIENDSWOOD, TEXAS,
REQUESTING THE STATE OF TEXAS SEEK A WAIVER
TO THE 70 PERCENT OVERALL BENEFIT
REQUIREMENT AND PROPOSE THAT 50 PERCENT OF
HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
FUNDS BE USED TO SUPPORT LOW-AND MODERATE-
INCOME PERSONS AND SUPPORTING GALVESTON
COUNTY'S EFFORTS IN SEEKING SAID WAIVER.**

* * * * *

WHEREAS, Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of Community Development Block Grant (CDBG) program funds be used to support activities benefitting low-to moderate-income persons; and

WHEREAS, the City of Friendswood, Texas, is requesting the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds by request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction in the 70% overall benefit requirement; and

WHEREAS, based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate-income persons results in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities; and

WHEREAS, natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate-income areas since many households and communities across the State of Texas have undergone massive setbacks due to Hurricane Harvey regardless of income levels; and

WHEREAS, maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

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

Section 1. That the City of Friendswood, Texas, respectfully requests the State of Texas seek a waiver to the 70 percent overall benefit requirement which is allowed under FR-6066-N-01, Sections IV and VI, and propose a 50 percent aggregate of CDBG-DR funds be used to support low- and moderate-income persons.

Section 2. That the City of Friendswood, Texas, supports Galveston County's efforts in seeking said waiver and proposing that 50 percent aggregate of CDBG-DR funds be used to support low- and moderate-income persons.

PASSED, APPROVED AND ADOPTED this the 7th day of May, 2018.

Kevin M. Holland
Mayor

Attest:

Melinda Welsh, TRMC
City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 5/7/2018

Date Submitted: 03/15/2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Joint Resolution with Fisd to Utilize the City's Emergency Managment Plan

Originating Department: FMO

City Attorney Review: Yes

Proceeding: Resolutions

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The State law requires all school districts to have an emergency management plan in place. This resolution will allow the Fisd to utilize the City's Emergency Management Plan to meet state requirements. This will be a renewal, which requires a review and update every five years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides Fisd the ability meet state requirements and enhance joint planning and response efforts during times of disaster.

RECOMMENDATIONS

Recommendation is for Council's approval of the Resolution allowing Fisd to utilize the City's Emergency Management Plan and authorize the Mayor to sign.

ATTACHMENTS

[Resolution R2018-09](#)

RESOLUTION NO. R2018-09

**JOINT RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF FRIENDSWOOD AND THE BOARD
OF TRUSTEES OF THE FRIENDSWOOD
INDEPENDENT SCHOOL DISTRICT PROVIDING
FOR A COOPERATIVE COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN.**

* * * * *

WHEREAS, the City of Friendswood (“City”) and the Friendswood Independent School District (“School District”) have established similar programs of comprehensive emergency management, which include the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, City and School District find that vulnerability to many potential hazards is shared by residents of the City and the School District; and

WHEREAS, City and School District further find that the common goal of emergency management can best be achieved through an organization that shares the combined resources of the City and the School District; now therefore,

BE IT JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE BOARD OF TRUSTEES OF THE FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT:

Section 1. The facts and matters set forth in the preamble of this Joint Resolution are hereby found to be true and correct.

Section 2. There is hereby established the City of Friendswood and Friendswood Independent School District Emergency Management Organization, which shall consist of the Officers and employees of the City and of the School District, as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups and agencies that the plan may specify.

Section 3. The Mayor of the City has appointed an Emergency Management Coordinator to coordinate all aspects of the City's program of comprehensive emergency management, including the preparation and maintenance of an interjurisdictional emergency management plan for the City and the School District in accordance with this Joint Resolution.

Section 4. This Joint Resolution shall be reviewed and resubmitted every five years.

PASSED, APPROVED AND RESOLVED on this 7th day of May, 2018

Kevin M. Holland
Mayor, City of Friendswood

President, Board of Trustees

ATTEST:

Melinda Welsh, TRMC
City Secretary

Superintendent



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 05/07/2018

Date Submitted: 04/27/2018

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Resolution Inter-local Tax Collection Agreement with Galveston County

Originating Department: Administrative Services

City Attorney Review: Yes

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On February 1, 2007, the City entered into an inter-local agreement with Galveston County for property tax collection services. In 2015, the City extended the agreement a second time for an additional three (3) years with an expiration date of July 31, 2018. A resolution has been submitted by the County to renew the agreement for an additional three (3) years (August 1, 2018 through July 31, 2021).

The proposed per parcel rate remains the same as reflected in the 2015 agreement at \$0.256 for Galveston County properties and at \$1.01 per parcel for Harris County properties. Based on the number of parcels in the City of Friendswood, the estimated annual payment for tax assessor collector services will be approximately \$7,452.

As in the previous agreement, City staff does not recommend the "opt out" option offered by Galveston County for tax payers to pay one-half (1/2) of the total amount due by March 1 and the remaining one-half (1/2) by September 1. The cost of opting out of the payment plan option is \$0.15 per parcel. Not opting out saves the City approximately \$2,400 each year of the contract.

The County will continue to process and remit all daily collections to the City on the day funds are received by the County.

The resolution has been reviewed and approved by the City Attorney.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If the agreement is not extended, the City will need to prepare a request for proposals for this service and extend the contract with the County on an interim basis.

The Galveston County Tax Office has provided an additional service for our citizens and City Staff at a reasonable rate.

RECOMMENDATIONS

Staff recommends approval of the resolution renewing the inter-local agreement.

ATTACHMENTS

[Resolution](#)

[Letter from Tax Assessor-Collector](#)

RESOLUTION NO. R2018-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE GALVESTON COUNTY ASSESSOR AND COLLECTOR OF TAXES TO ASSESS AND COLLECT TAX OF PROPERTY IN THE CITY OF FRIENDSWOOD, TEXAS AND REPEALING ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith.

* * * * *

WHEREAS, the Texas Property Tax Code, Section 6.22(c) allows the governing body of a taxing unit authorized to have its own assessor and collector, by official action in the manner required by law, to require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assess and collects its taxes. It further allows the governing body of the unit to revoke the requirement at any time by the same official action.

WHEREAS, the Texas Property Tax Code, Section 6.23(a)(3) affirms that the county assessor and collector shall assess and collect taxes on property in the county for the county and shall also assess and collect taxes on property for another taxing unit if the governing body of the unit requires the county to assess and collect its taxes.

WHEREAS, the Texas Property Tax Code, Section 6.27(b) provides that the county assessor collector is entitled to a reasonable fee that may not exceed the actual costs incurred for assessing and collecting taxes for a taxing unit pursuant to Section 6.23(a)(3).

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The City of Friendswood requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).

Section 2. The City of Friendswood acknowledges that assessment and collection services will be performed as outlined in Exhibit A, Assessment & Collection Services, for a fee of \$0.256 per parcel for properties located in Galveston County and \$1.01 per parcel for properties located in Harris County, as approved by Galveston County Commissioners Court at a properly noticed regular meeting held on March 31, 2015. Billing to occur by January 15th and due and payable no later than March 1st each year (unless otherwise negotiated).

Section 3. The City of Friendswood requires notice of any increase by April 1 each year.

PASSED, APPROVED, AND ADOPTED this the 5th day of March, 2018.

Kevin M. Holland
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT A

Assessment & Collection Services

1. Assess and collect appropriate taxes and fees including preparing and mailing a consolidated tax statement to each property owner owing in excess of \$10⁰⁰ on or before October 20th of each calendar year, or as soon thereafter as practicable, and collect current and delinquent taxes on parcels within the jurisdictional boundary of the entity
 - a) In the event that either County or Taxing Entity fails to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.
 - b) Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.
2. Assess and collect appropriate taxes and fees on supplemental and name and address changes, provide receipts to customers upon request, prepare and send February, May (33.07) and September (33.08) notices
3. Disburse daily to the entity and provide requested reports, including daily or monthly collection reports, showing receipt of all current and delinquent taxes, penalties, interest, fees collected and tax receivables due by County on the entity's behalf
4. When appropriate, refund overpayment of taxes on entity's behalf and withhold the amount of the refund from current collections and report on same
5. Process penalty and interest waiver requests (through Commissioners Court)
6. Upon request, provide the most recent assessed values of taxable property received from the appraisal district for the entity, load and balance same into the County's tax collection software system
7. In partnership with the entity, develop a schedule for the publication of tax rates, prepare publications, obtain entity approvals for such, and submit, as required by law in a newspaper of general circulation (or direct mail to property owners, whichever is least costly)
8. Calculate the effective and rollback tax rates and provide to entity in a timely manner and in accordance with Tax Code requirements

9. Invoice entity for tax rate notice publications or mailings and collect publication or mailing costs
10. Upon request, provide estimates of current and total tax collection rates
11. Institute collection suits on behalf of entity of delinquent taxes as appropriate with entity's delinquent attorney
12. Remit appropriate taxes, penalty and interest to Taxing Entity as specified by property owner (if payable to Taxing Entity then fully to Taxing Entity) and remit fees each month to entity's delinquent attorney.
13. Upon request, provide a copy of the annual master tax roll of entity showing all current and delinquent taxes owing by parcel number in electronic format
14. Provide or make available for inspection upon request, any other information affecting the collection of entity's taxes for the purpose of administration, auditing, reporting or any such legitimate business purpose
15. Respond to inquiries, correspondence, and requests for research or information on the tax accounts of each entity or reports requested by audit firms
16. Conduct payment research
17. Additional services may be necessary, such as services associated with a rollback or tax ratification election. The cost of such additional services will be determined on the same basis and methodology used to calculate assessment and collection fees. In the event said election occurs, all parties shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County the cost of such additional services within 30 days of receipt of an invoice from Assessor Collector.

In the event Taxing Entity determines it is in its best interest to re-establish its own tax collection efforts or to engage another taxing entity to collect taxes on its behalf, Taxing Entity agrees to reimburse County its actual cost, if any, for transferring this information upon receipt of an invoice from Assessor Collector.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



RECEIVED MAR 06 2018

February 26, 2018

The Honorable Kevin Holland
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

CC: M & CC
CITY MGR

Katina Hampton, ASO



Re: Tax Assessment & Collection Services

Dear Mayor:

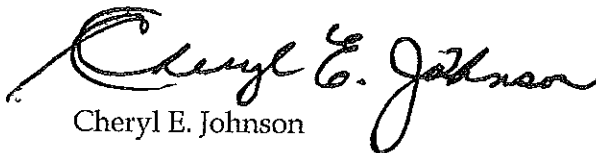
The Interlocal Tax Collection Agreement between Galveston County and the City expires this summer. In an on-going effort to simplify processes and standardize critical functions of my office, I have prepared the enclosed resolution for adoption by City Council. For your convenience, I have enclosed two originals, one for your records and one to be returned to my office in the self-addressed envelope that is also enclosed.

It was at the recommendation of the County Auditor that we no longer require contracts for services; the Property Tax Code provides for local governments to require assessment and collection services. Simplification of things such as this has enabled me to hold down the cost of performing services. I am hopeful that, in the near future, we can further reduce cost as new technologies are implemented.

Should the resolution need to be reformatted as an ordinance, please let me know and I will make necessary revisions. Please have appropriate personnel contact me via telephone at (409) 765-3277 or via email at cheryl.e.johnson@co.galveston.tx.us.

My team and I look forward to continuing this mutually beneficial partnership.

Sincerely,


Cheryl E. Johnson

Enclosures

cc: Roger Roecker, City Manager
Melinda Welsh, City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 18, 2018

Dept. Clearances: Morad Kabiri

Prepared by: Aubrey Harbin

Subject: Request to change the zoning on the property from Community Shopping Center (CSC) to Community Shopping Center with a Specific Use Permit (CSC/SUP) for the following NAICS Uses: #6231 - Nursing Care Facilities, Skilled Nursing Facilities; #623311 - Continuing Care Retirement Communities (with on-site nursing); and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd reading of Ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The applicant is proposing a memory care and assisted living facility, which requires a Specific Use Permit (SUP) in the Community Shopping Center (CSC) zoning district. The proposed development will consist of a total of 103 units – 75 units for assisted living and 28 units for memory care. The 75 assisted living units will be located in a three-story building with a proposed building height of 51.5 feet. The 28 memory care units will be housed in two, one-story buildings with a courtyard in between.

The project will be developed in phases. The first phase will consist of the memory care facility, and once the operations of that facility are stabilized, the assisted living units would be developed as the second phase.

As part of the request, the applicant is requesting a maximum building height of 51.5 feet for Building B – the assisted living building. The current maximum building height for the CSC zoning district is 40 feet, unless approved with a SUP.

Additional documents that have been received since the Joint Public Hearing are included below. The applicant is also proposing to build a five-foot crushed asphalt trail, benches and trees around the existing detention pond. These amenities require approval from the Galveston County Consolidated Drainage District (GCCDD) and will be reviewed. The placement and type of trees are required to meet Zoning Ordinance regulations.

With respect to Emergency Medical Services (EMS), the applicant has indicated during the first reading of this ordinance that have contracted with a private firm that will provided such services on-site to limit any impact to the City's current EMS model.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Future Land Use Map (2008) identifies this property as Retail.

RECOMMENDATIONS

The Planning and Zoning Commission voted on March 15, 2018, 4 to 0 for a positive recommendation for the requested zone change. Commissioners Banfield and Matranga were absent and Commissioner Lawson has resigned.

Additionally, all members of CEDC have stated that they are opposed to more assisted living facilities.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

[PZ Recommendation Memo](#)

(Title: An ordinance amending the zoning classification for a tract or parcel containing 3.306 acres located at 2245 and 2275 Thomas Trace, Friendswood, Texas, by granting a zone classification change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) for the following NAICS Uses, “#6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care),” as more fully described herein.)

ORDINANCE NO. T2018-08

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 3.306 ACRES OF LAND, ALSO KNOWN AS RESERVES F (1.428 ACRES) & G (1.878 ACRES), FINAL PLAT OF FOUNTAINS @ FRIENDSWOOD, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM COMMUNITY SHOPPING CENTER (CSC) TO COMMUNITY SHOPPING CENTER/SPECIFIC USE PERMIT (CSC/SUP) AND GRANTING A SPECIFIC USE PERMIT FOR NAICS USES “#6231 - NURSING CARE FACILITIES, SKILLED NURSING FACILITIES, #623311 - CONTINUING CARE RETIREMENT COMMUNITIES (WITH ON-SITE NURSING), AND #623312 - ASSISTED LIVING FACILITIES FOR THE ELDERLY, WITHOUT ON-SITE NURSING (ASSISTED LIVING AND MEMORY CARE);” PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

*** * * * ***

WHEREAS, Thomas Developers, LLC, is the Owner of 3.306 acres of land, two parcels of land, being the Reserves F (1.428 acres) & G (1.878 acres), Final Plat of Fountains @ Friendswood, recorded under document 2016018382 of the Map Records of Galveston County, City of Friendswood, Galveston County, Texas, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to permit the following NAICS uses: “#6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care)” as depicted in Exhibit “B”, attached hereto and incorporated by reference; and

WHEREAS, the Owner also made a request for increased building height for Building B of 51.5 feet as part of the Specific Use Permit request per Zoning Ordinance Section 7.Q.3.b.; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends denial of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and

published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to permit the use classification NAICS uses “#6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care)” for such purposes and conditions as depicted in Exhibit “B,” but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Community Shopping Center/Specific Use Permit (CSC/SUP) to permit the use classification NAICS uses #6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care) are specifically conditioned upon the following requirements:

- a) Building B will have a maximum overall height of 51.5 feet.

Section 4. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 5. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning

classification of said Property as conditioned and described above.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 2nd day of April, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 7th day of May, 2018.

Kevin M. Holland
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Aerial Map
3. Location Map
4. Zoning Map
5. Fountains at Friendswood Final Plat



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: ASSISTED LIVING
+ MEMORY CARE

PROPERTY IDENTIFICATION:

Address: 2245 + 2275 THOMAS TRACE, FRIENDSWOOD, TX 77546

Platted Land – Plat Name: FOUNTAINS @ FRIENDSWOOD Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

RESERVES F + G

OWNER NAME: THOMAS DEVELOPERS, LLC Phone: 281-703-1425

Owner's Mailing Address: 5126 CANDLEWOOD DRIVE

City: LEAGUE CITY State: TX Zip: 77573 Fax: _____

Owner's Email Address: SUCKMORC@YAHOO.COM

AGENT'S NAME: SEL THINT/EVERETT DESIGN GROUP Phone: 281-993-3770

Agent's Mailing Address: 907 S. FRIENDSWOOD DR. STE 200

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Agent's Email Address: ST@EDGTEXAS.COM

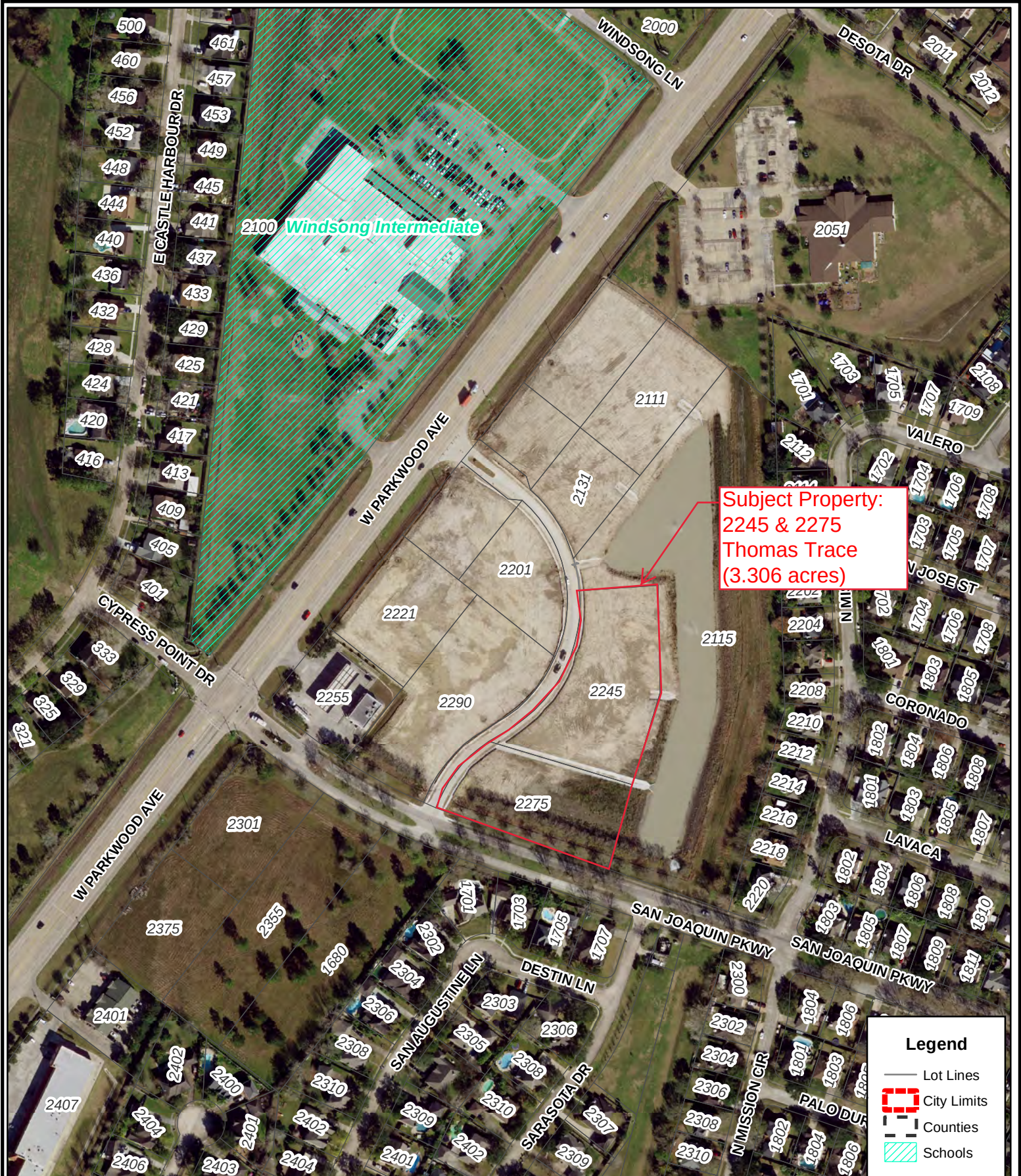
In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: [Signature] Date: 1-26-18

Agent's Signature: [Signature] Date: 1-26-18

Received By: <u>BSummers</u>	Application Number: <u>PLAD-2018-0004</u>
Date of Public Hearing: <u>3-5-18</u>	Received Date: <u>1-29-18</u>
Property Owner Notices: <u>2-23-18</u>	Newspaper Notice: <u>2-12-18</u>
	Sign on Property: <u>2-23-18</u>



Subject Property:
 2245 & 2275
 Thomas Trace
 (3.306 acres)

Legend

- Lot Lines
- City Limits
- Counties
- Schools

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



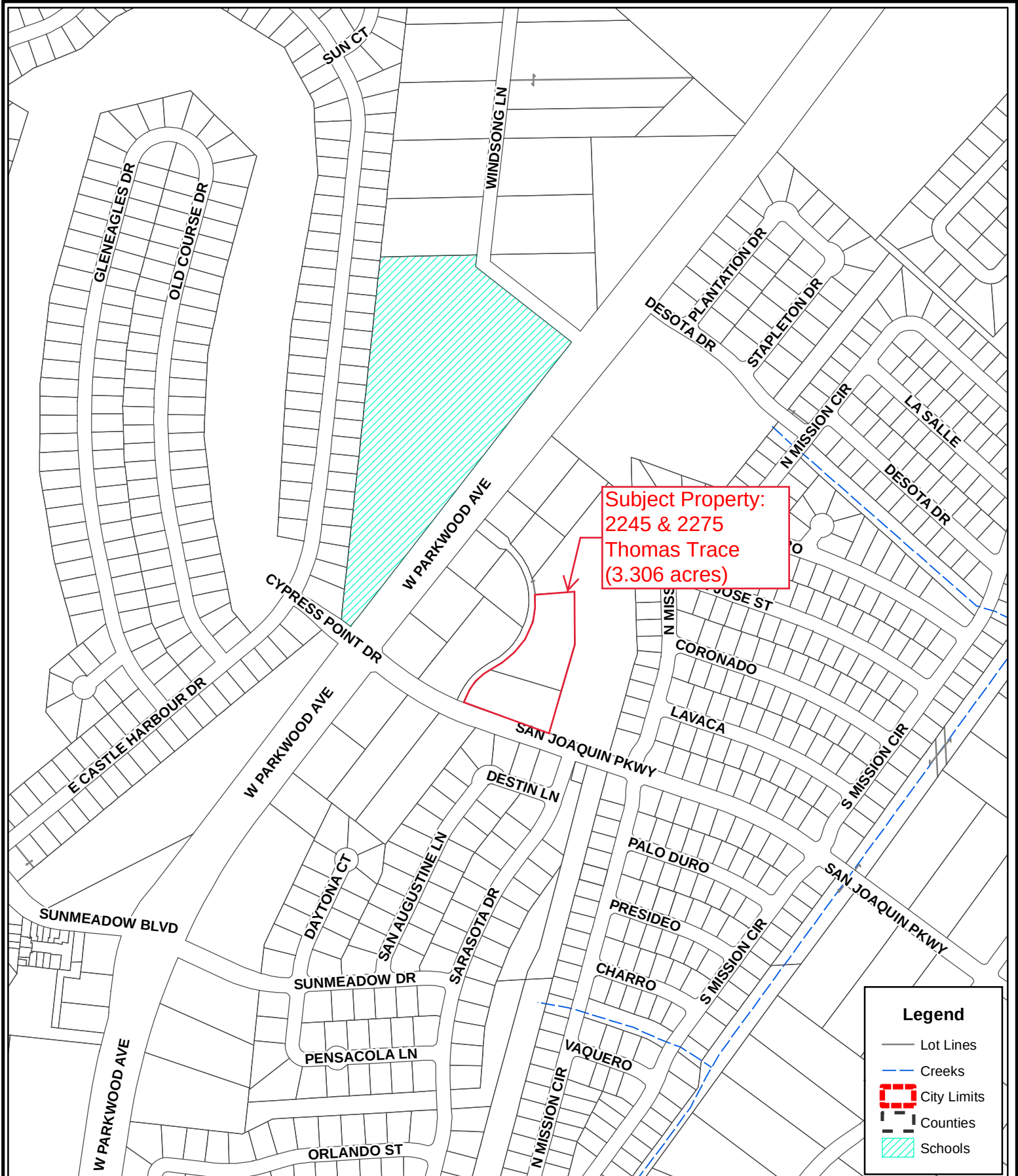
City of Friendswood

910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 263'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

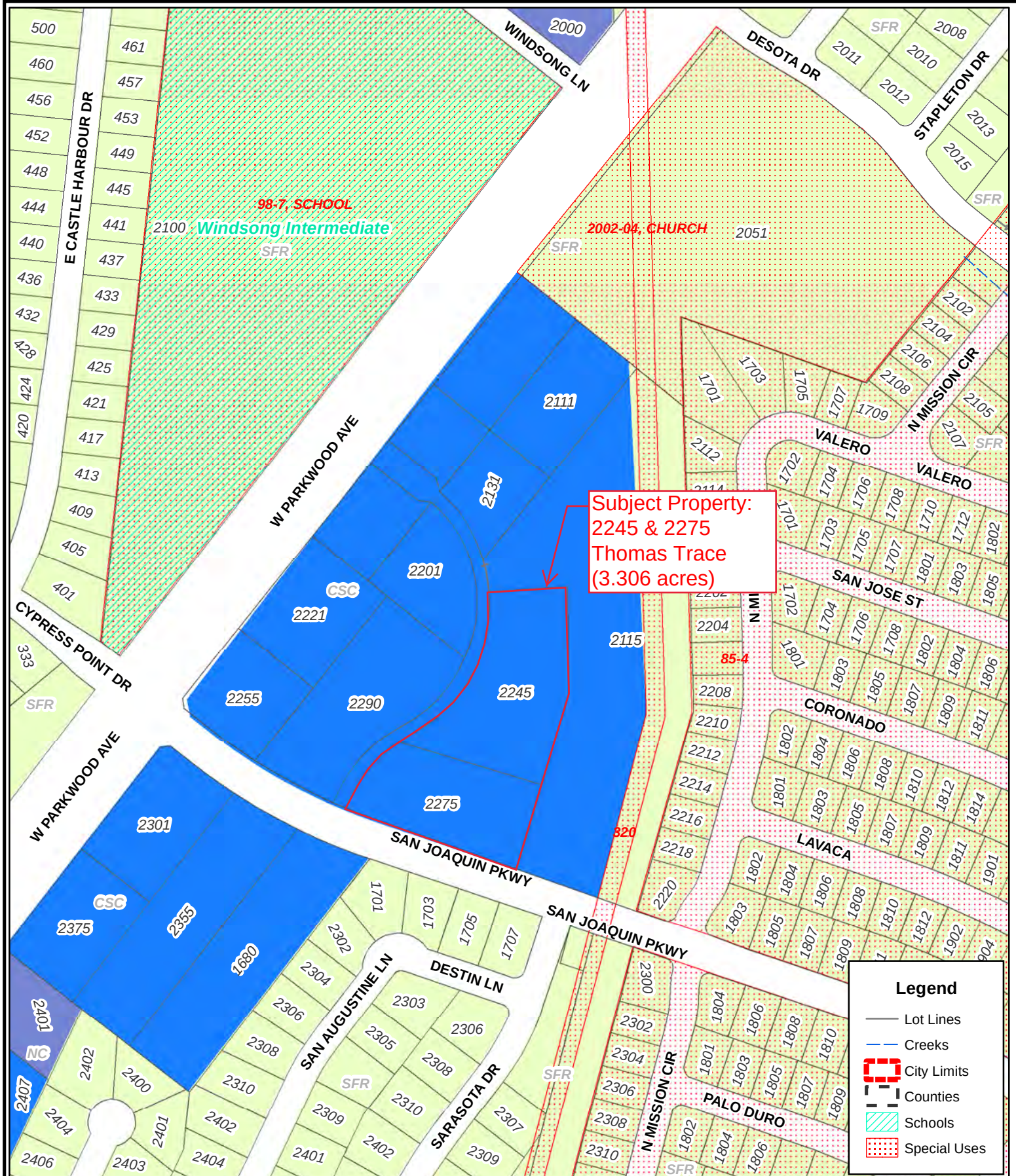


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 527'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



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Friendswood GIS Mapping



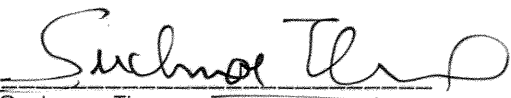
1" = 263'

STATE OF TEXAS
COUNTY OF GALVESTON

I, Suchmor Thomas, the owner of the tract described in the above and foregoing Plat of **FOUNTAINS @ FRIENDSWOOD**, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.

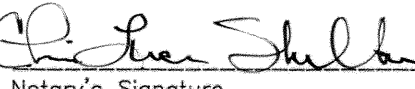
WITNESS my hand in the City of Friendswood, Texas, this 23rd day of March, 2016

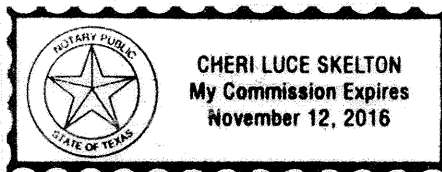

Suchmor Thomas
Thomas Developers, LLC

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein set forth and in the capacity therein stated.

GIVEN UNDER MY HAND, SEAL OF OFFICE, this 23rd day of March, 2016.


Notary's Signature
My Commission Expires 11-2-16



LIENHOLDERS ACKNOWLEDGMENT AND SUBORDINATION STATEMENT:

I, Logan Laviolette, officer of Texan Bank, holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things as to the date of the execution subordinate to said subdivision the lien against said land owned and held by us.

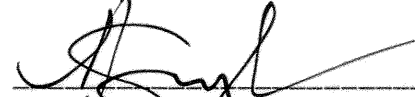
WITNESS our hand in the City of Friendswood, Texas, this 23rd day of March, 2016.

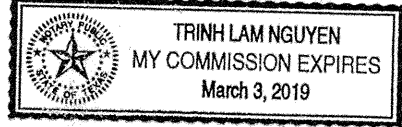
Logan Laviolette
Senior Vice President
Texan Bank

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein set forth and in the capacity therein stated.

GIVEN UNDER MY HAND, SEAL OF OFFICE, this 23rd day of March, 2016.

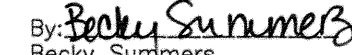

Notary's Signature
My Commission Expires 03-03-19

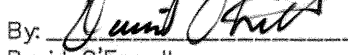


CERTIFICATE FOR PLANNING AND ZONING COMMISSION:

This is to certify that the City Planning and Zoning Commission of Friendswood, Texas has approved this plat and subdivision of **FOUNTAINS @ FRIENDSWOOD**.

In testimony whereof, **WITNESS** the official signature of the Chairman and Development Coordinator of the City Planning and Zoning Commission of the City of Friendswood, Texas, this 4th day of April, 2016.

By: 
Becky Summers
Development Coordinator

By: 
David O'Farrell
Chairman, Planning and Zoning Commission

CITY ENGINEER CERTIFICATE

I, Patrick G. Donart, P.E., CFM, City Engineer of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas.


Patrick G. Donart, P.E., CFM
City Engineer/Public Works Director

STATE OF TEXAS
COUNTY OF GALVESTON

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that this written instrument was filed for record in my office on

Record: 2016, at 3 O'Clock PM, in Plat
Records: 3686 Map Number 112-16, Galveston County Maps

WITNESS my hand and seal of office at Galveston County, Texas, the day and date last above written.

Dwight D. Sullivan
County Clerk of Galveston County, Texas.

GENERAL NOTES:

1. "U.E." - indicates "UTILITY EASEMENT"
2. "B.L." - indicates "BUILDING LINE"
3. "W.L.E." - indicates "WATER LINE EASEMENT"
4. "S.S.E." - indicates "SANITARY SEWER EASEMENT"
5. "A.E." - indicates "AERIAL EASEMENT"
6. "D.E." - indicates "DRAINAGE EASEMENT"
7. "G.C.C.F." - indicates "GALVESTON COUNTY CLERK'S FILE"
8. "G.C.M.R." - indicates "GALVESTON COUNTY MAP RECORDS"
9. "G.C.D.R." - indicates "GALVESTON COUNTY DEED RECORDS"
10. "S.T.M.S.E." - indicates "STORM SEWER EASEMENT"
11. "L.E." - indicates "LANDSCAPE EASEMENT"
12. All of the pipeline easements are shown hereon.

13. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves p and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of no less than four feet and comply with Federal, State, and Local requirements.

14. No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility, other than structures necessary to operate the well or facility.

15. Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.

16. The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; Thomas Developers, LLC shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of Texas New Mexico Power.

17. All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.

18. The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.

19. Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by Thomas Developers, LLC.

20. There are no pre-existing trees within this plat that fit the description found in the section 8.1.1. (3) of the Zoning Ordinance of the City of Friendswood.

21. This boundary survey shall close to within 1:10,000

22. Pipeline right-of-way easement in favor of Phillips Petroleum Company, as set forth in instrument recorded in Volume 983, Page 121, of the Deed Records of Galveston County, Texas, is located within the 50 feet wide Phillips Petroleum Company Pipeline Easement.

23. Pipeline right-of-way easement in favor of Southlix Pipeline Holding Company, as set forth in instrument filed for record under Galveston County Clerk's File Number 9941926, is located within the 50 feet wide Phillips Petroleum Company Pipeline Easement.

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

1. Buildings, fences or other structures shall not be erected in **GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT** (the **DISTRICT**) right-of-ways or drainage easements.

2. The detention facility is to be maintained by the property owner.

3. No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the **GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT**.

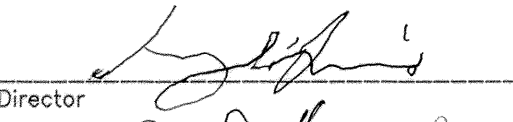
4. Additional drainage easements may be required at the time a drainage plan is submitted to the **GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT** for approval.

5. Plantings, flower beds, or other landscaping is not permitted inside lot drainage or detention easements.

6. No building permit shall be applied for until all drainage and detention facilities are constructed, inspected and approved by the **DISTRICT**.

7. No permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park, benches, tables, sport fields, piers, or sidewalks shall be constructed within the detention facility without the approval of the **DISTRICT**.

Approved by the **GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT**.

Director 

Director 

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) days. Please note this does not necessarily mean that all of the information provided in this plat has been completely checked and verified. The plat submitted has been prepared, signed, and sealed by a Registered Professional Land Surveyor licensed to practice surveying in the State of Texas, which conveys the Engineer's responsibility and accountability to that Surveyor.

SURVEYOR'S CERTIFICATE:

I, Michael D. Morton, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest platted subdivision corner; and that all utility companies have been contacted and that the easements shown on the plat constitute all of the easements requested by the utility companies.

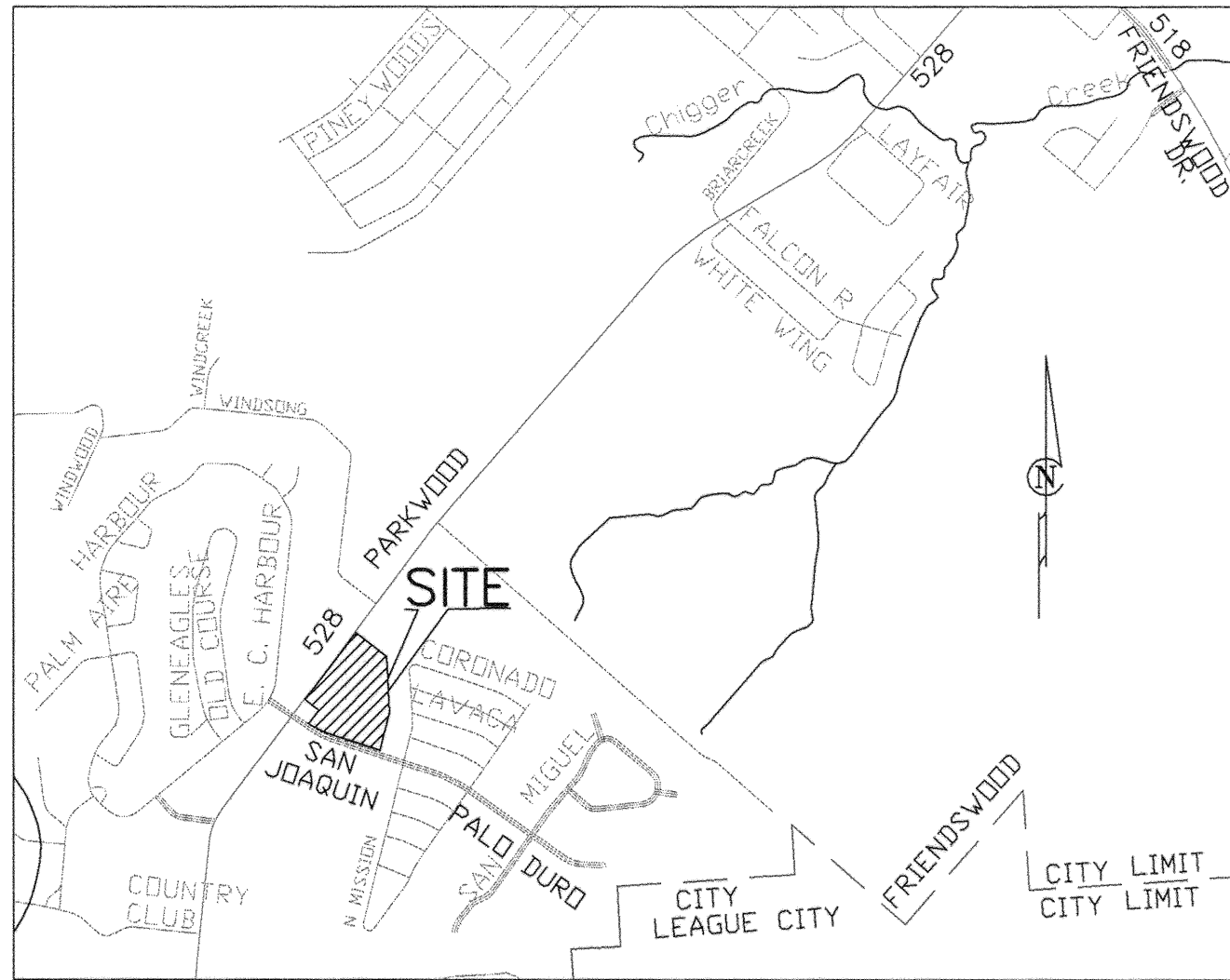

Michael D. Morton
Registered Professional Land Surveyor No.3686



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.69'	N29°49'48"E
L2	13.67'	N29°49'48"E
L3	13.62'	N29°49'48"E
L4	26.04'	N82°30'08"E
L5	26.04'	N82°30'08"E
L6	28.50'	N81°32'08"W
L7	28.14'	N14°18'52"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	186.34'	1190.00'	74.36°	S59°23'14"E
C2	23.00'	1190.00'	14.00°	S84°32'20"E
C3	58.67'	1190.00'	29.29°	S86°37'23"E
C4	188.40'	200.00'	97.97°	S43°54'56"W
C5	581.10'	200.00'	436.36°	N06°30'39"E

CITY OF FRIENDSWOOD REGULATION MATRIX									
ZONING DISTRICT	LOT AREA MINIMUM SQUARE FEET	LOT WIDTH MINIMUM FEET	LOT DEPTH MINIMUM FEET	YARDS MINIMUM FEET				HEIGHT MAXIMUM FEET	LANDSCAPE REQUIREMENT
				FRONT	REAR	INTERIOR	EXTERIOR		
						WHEN ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT	WHEN ABUTTING PROPERTY IN A NON-RESIDENTIAL DISTRICT		
							WHEN BACKING UP TO AN ABUTTING SIDE YARD		
							WHEN BACKING UP TO AN ABUTTING REAR YARD		
CSC	15,000	100	150	30	15	25	10	40	YES



VICINITY MAP
SCALE : 1"=2000'
KEY MAP 656-Q,U

FLOODPLAIN STATEMENT

According to the Federal Emergency Management Agency Flood Insurance Rate Map for the city of Friendswood, Goveston and Harris Counties Panel No. 485468-0005-E map revised September 22, 1999, the subject property lies within Zone "X".

BENCHMARK: ELEVATION: 32.39'
CITY OF FRIENDSWOOD U.S.G.S. DISK, 1929 DATUM-1978 RELEVELING
PROJECT BENCHMARK: TOP F/H ON WORD "FIRE". ELEVATION: 30.91'

RESERVE	PURPOSE	ACRES	SQ. FT.
A	UNRESTRICTED RESERVE (COMMERCIAL USE)	1.132	49,297
B	UNRESTRICTED RESERVE (COMMERCIAL USE)	1.875	81,688
C1	RESTRICTED RESERVE (LANDSCAPING & PARKING LOT USE)	0.680	29,614
C2	UNRESTRICTED RESERVE (COMMERCIAL USE)	0.905	39,436
D1	RESTRICTED RESERVE (LANDSCAPING & PARKING LOT USE)	0.520	22,673
D2	UNRESTRICTED RESERVE (COMMERCIAL USE)	0.680	29,672
E1	RESTRICTED RESERVE (LANDSCAPING & PARKING LOT USE)	1.007	43,881
E2	UNRESTRICTED RESERVE (COMMERCIAL USE)	1.075	46,823
F	UNRESTRICTED RESERVE (COMMERCIAL USE)	1.428	62,218
G	UNRESTRICTED RESERVE (COMMERCIAL USE)	1.878	81,798
H	RESTRICTED RESERVE (DETENTION POND)	6.814	296,851
ESMT.	PURPOSE	ACRES	SQ. FT.
ROADWAY	VEHICULAR INGRESS-EGRESS ESMT. (PRIVATE)	.706	30,752
TOTAL	SITE AREA	18.703	814,703

FINAL PLAT
FOUNTAINS @ FRIENDSWOOD

A SUBDIVISION OF 18.703 ACRES OF LAND, BEING A PORTION OF LOT 1, BEREAN BAPTIST SUBDIVISION, VOLUME 18, PAGE 202, G.C.M.R. AND OUT OF LOTS 10-12 OF BURGESS SUBDIVISION, BOOK 119 PAGE 14, G.C.D.R. AND LOCATED IN THE GEORGE W. PATTERSON SURVEY NO. 6, ABSTRACT NO. 645, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

LOT: 0 RESERVES: 11 BLOCKS: 0

SCALE: 1"=100' DATE: January 30, 2016

OWNER: THOMAS DEVELOPERS, LLC
MANAGER: SUCHMOR THOMAS
ADDRESS: 5126 CANDLEWOOD DR.
LEAGUE CITY, TX 77573
PHONE NO: 281-703-1425

MICHAEL D. MORTON, R.P.L.S.
2110 O'DAY ROAD
PEARLAND, TEXAS 77581
Phone: (281) 412-2284 Fax: (281) 412-2314

Exhibit “B”

1. SUP Letter
2. Cover Sheet
3. Site Plan
4. Landscape Plan
5. Building A and C Elevations – Memory Care
6. Building B Elevations – Assisted Living
7. Photometric Plan
8. Site Amenities Plan with staff comments



Everest Design Group

PLANNING, ENGINEERING, CONSTRUCTION MANAGEMENT

February 12, 2018

Ms. Becky Summers
Development Coordinator
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546

Re: Application for Special Use Permit for a Senior Care Facility
Reserves G & F
Fountains @ Friendswood
Friendswood, Texas 77546

Dear Ms. Summers:

Attached for your review is the Special Use Application package for the above referenced properties. The properties are currently zoned CSC. A request is being made for a Special Use Permit to allow overall master planning of a Senior Care Facility on Reserves G & F at the Fountains @ Friendswood Commercial Subdivision.

The proposed development will consist of approximately 103 units which comprised of 75 units for assisted living and 28 units for memory care. The facility will have 3 separate buildings. One building will be for assisted living and the other two buildings for memory care.

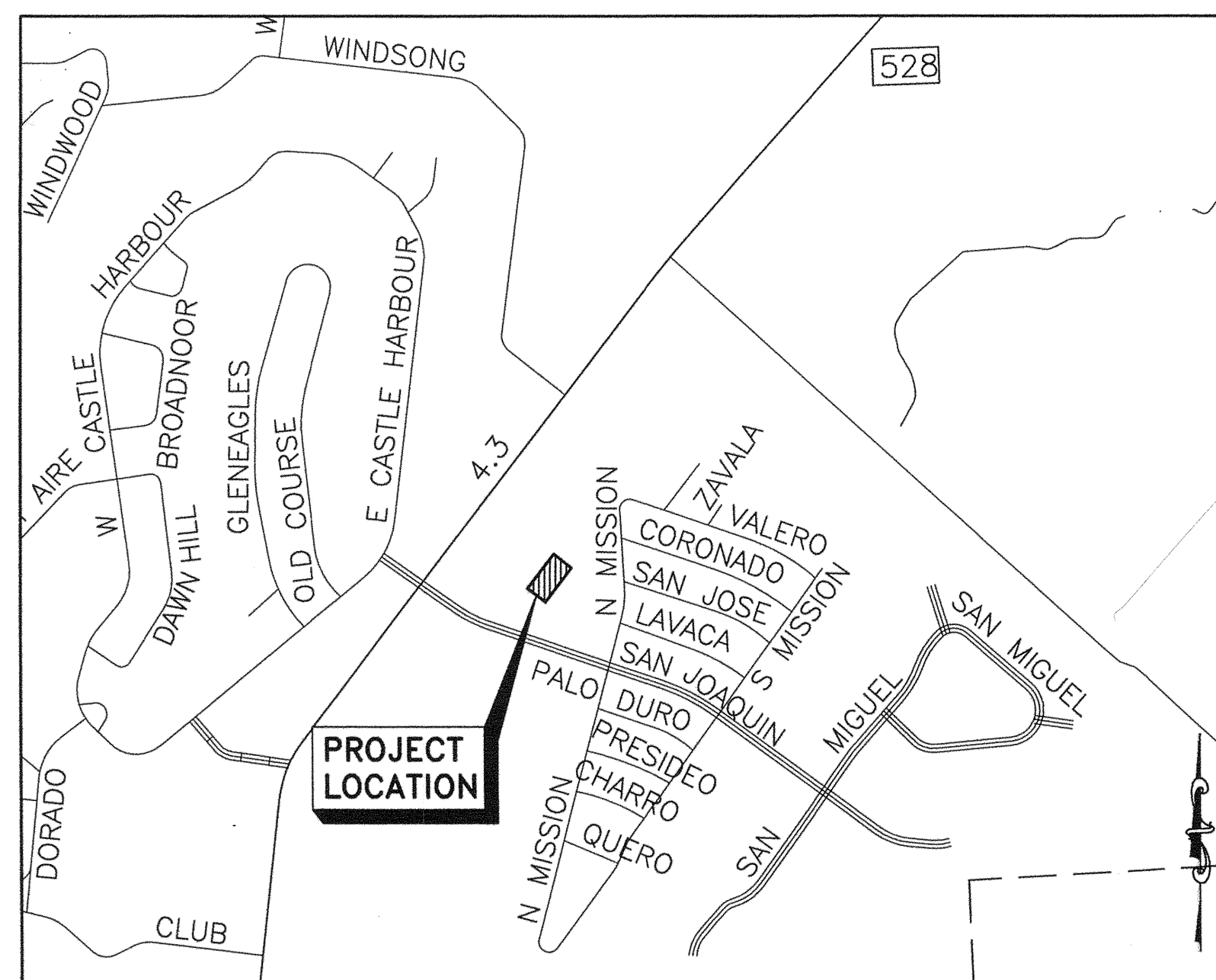
The assisted living building will be three (3) stories. The proposed building height is 51'-5". Hence, a height limit variance is hereby requested to allow the building height to exceed 50 ft.

The project will be developed in multiple phases. The first Phase will consist of Memory Care Facility. Once the Memory Care Facility's operations are stabilized, the Assisted Living Units will be developed.

Should you have any questions, please contact me at 281-993-3770.

Sincerely,

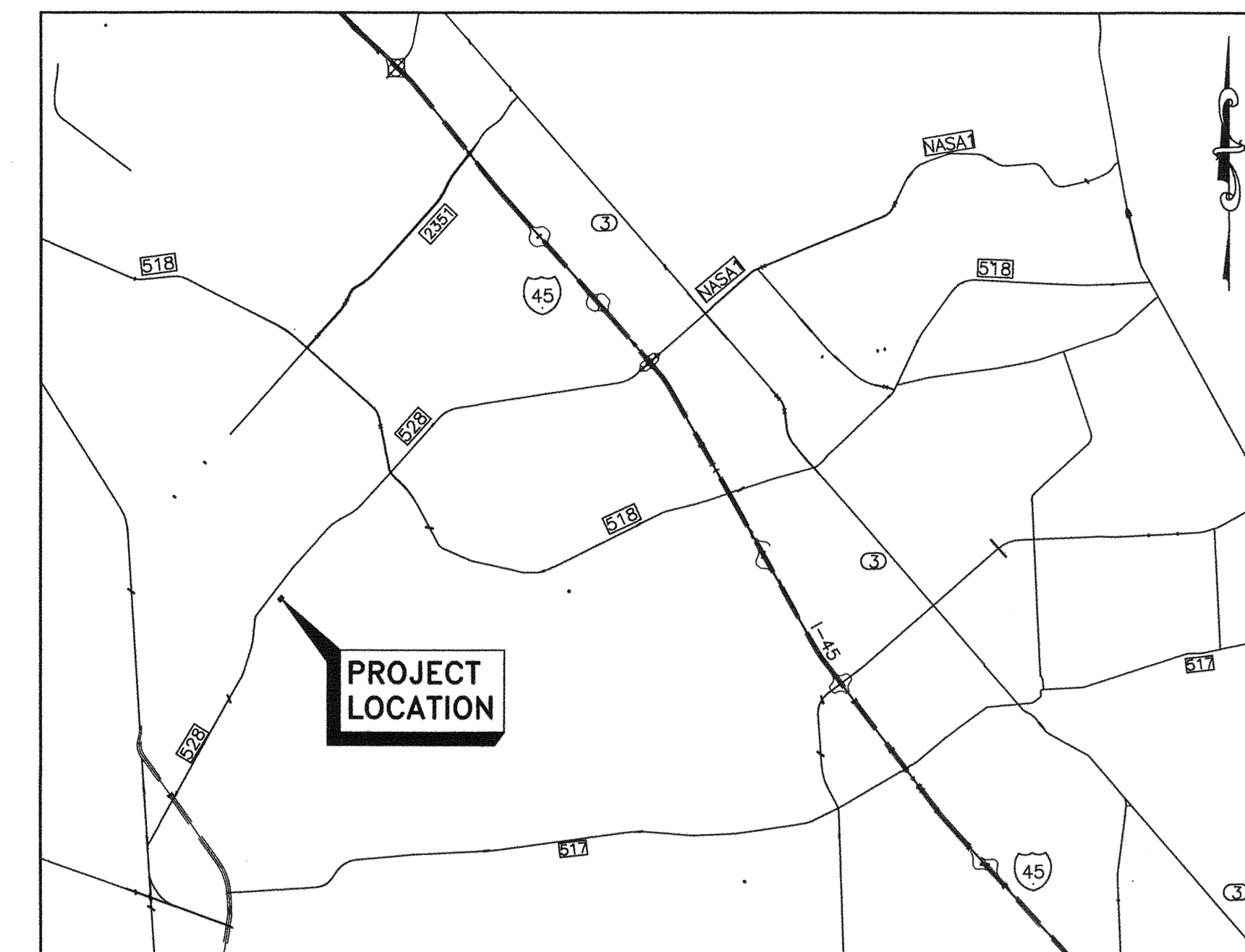
Sel Thint, P.E.



LOCATION MAP
SCALE : 1"=1000'
KEY MAP 656-Q,U

GALVESTON COUNTY CITY OF FRIENDSWOOD, TEXAS

SPECIAL USE PERMIT FOR RESERVE F AND G AT FOUNTAINS OF FRIENDSWOOD 2245 THOMAS TRACE FRIENDSWOOD, TEXAS 77546



VICINITY MAP
SCALE : 1"=10000'
KEY MAP 656-Q,U

COUNCIL MEMBER

MAYOR	KEVIN M. HOLLAND
MAYOR PRO-TEM	STEVE ROCKEY
COUNCIL POSITION 2	SALLY H. BRANSON
COUNCIL POSITION 3	JIM HILL
COUNCIL POSITION 4	MIKE FOREMAN
COUNCIL POSITION 5	JOHN H. SCOTT
COUNCIL POSITION 6	CARL W. GUSTAFSON
CITY MANAGER	ROGER C. ROECKER

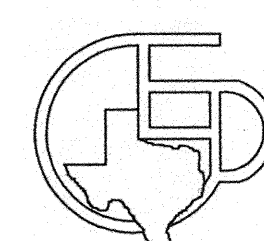


FEBRUARY 12, 2018

SHEET INDEX

G1.0	COVER SHEET
A1.0	SITE LAYOUT PLAN
A1.1	PHOTOMETRIC PLAN
A3.0	ELEVATION PLAN & NOTES
A3.1	ELEVATION PLAN & NOTES
L1	LANDSCAPE PLAN

THOMAS DEVELOPERS, LLC
MANAGER: SUCHMOR THOMAS
ADDRESS: 5126 CANDLEWOOD DR
LEAGUE CITY, TX 77573
PHONE: 281-703-1425

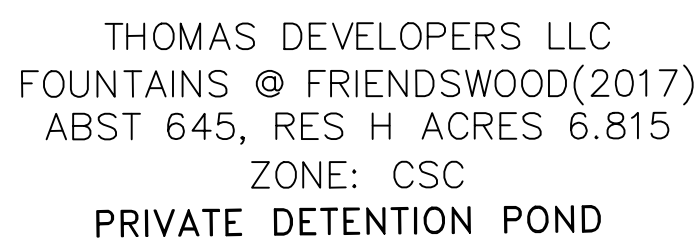


Everest Design Group, llc
Planning, Engineering, Construction Management
TBPE FIRM # F-9440

907 S. FRIENDSWOOD DRIVE, STE 200
FRIENDSWOOD, TX 77546
PHONE: 281-993-3770 FAX: 281-648-2294

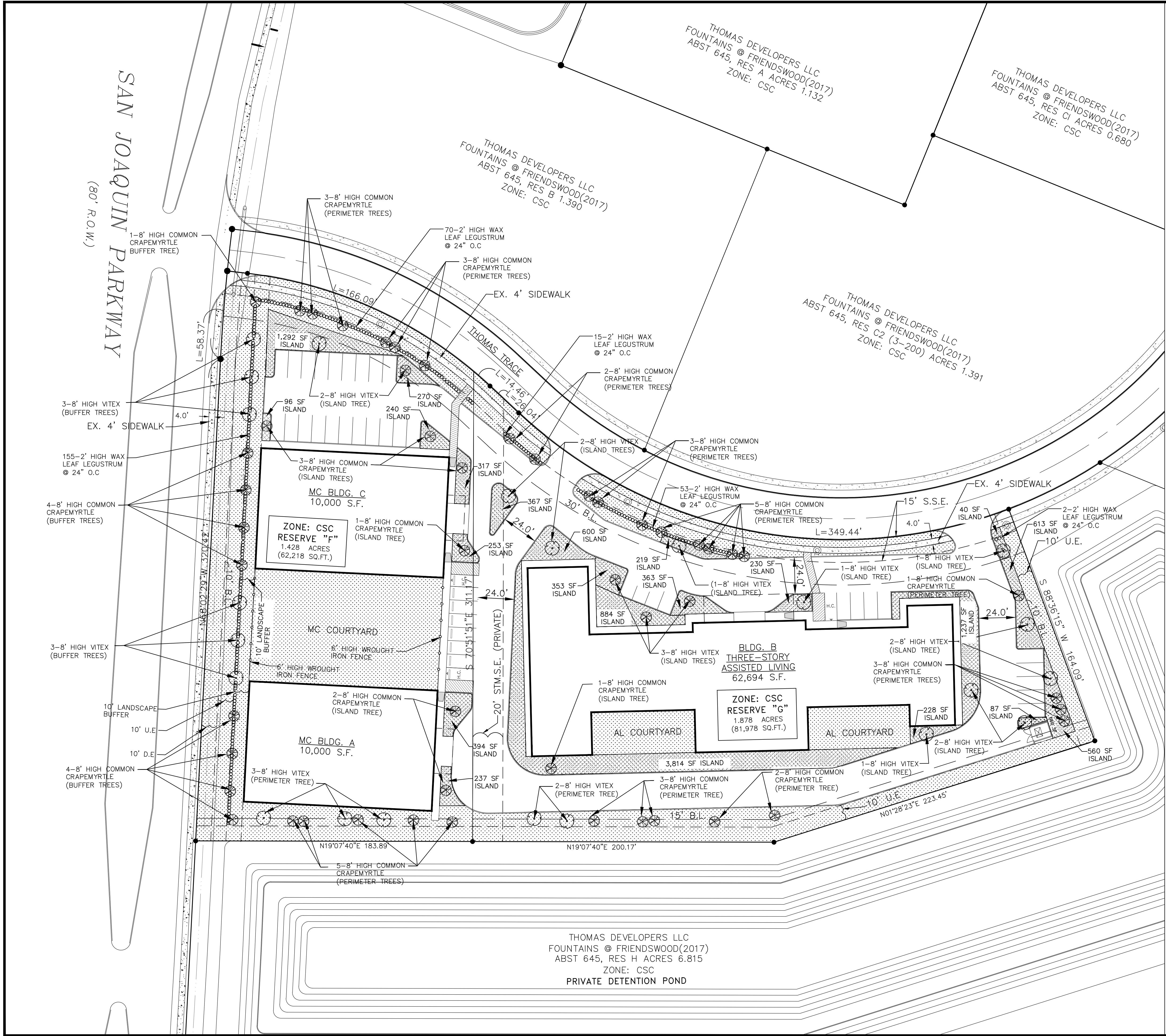
REV. NO.	DATE	DESCRIPTION	P.E. APPR.
△			
△			

(80' R.O.W.)



PARKING SUMMARY	
<u>PROPOSED PARKING</u>	
MEMORY CARE BUILDING A & B :	
STANDARD PARKING (9'x18')	26
HANDICAP PARKING PROVIDED (2 VAN ACCESSIBLE)	2
ASSISTED LIVING FACILITY:	
STANDARD PARKING (9'x18')	17
HANDICAP PARKING PROVIDED (1 VAN ACCESSIBLE)	1
TOTAL PARKING PROVIDED =	46
<u>REQUIRED PARKING</u>	
ASSISTED LIVING: .35 SPACES PER UNIT 75 UNITS * .35 =	27
MEMORY CARE BUILDING A : .35 SPACES PER UNIT 14 UNITS * .35 =	5
MEMORY CARE BUILDING B : .35 SPACES PER UNIT 14 UNITS * .35 =	5
TOTAL PARKING REQUIRED =	37

MONUMENT SIGN
NOT TO SCALE



LANDSCAPING TABLE

TOTAL AREA OF PARKING AND DRIVES = 38,617 SQ FT
38,617 SQ FT X 15% = 5,793 SQ FT. REQUIRED
IF OVER 20 SPACES THEN USE LANDSCAPING
REQUIRED (5,793 SQ. FT.) X .50 = 2,897 SQ FT REQUIRED
IN LANDSCAPE ISLAND REQUIRED.

TOTAL LANDSCAPING AREA PROVIDED = 42,905 SQ. FT.
TOTAL LANDSCAPE IN ISLAND PROVIDED = 13,867 SQ. FT.

PERIMETER TREES REQUIRED:
164.09/40 = 4 TREES REQUIRED ON NORTH SIDE

349.44 LF+166.09+ LF+14.46 LF+ 26.04LF+
166.09 LF-2(24LF DRIVES)-2(10' LANDSCAPE BUFFER) = 654.12 LF
654.12 LF/40 = 16 TREES REQUIRED ON WEST SIDE

183.09 LF+200.17+ 223.45 = 606.71 LF
606.71 LF/40 = 15 TREES REQUIRED ON EAST SIDE

TOTAL PERIMETER TREES REQUIRED: 35
TOTAL PERIMETER TREES PROVIDED: 35

BUFFER TREES REQUIRED:
320.42 LF+ 58.37 LF = 378.79 LF
378.79/25 = 15 BUFFER TREES REQUIRED ON SOUTH SIDE
TOTAL BUFFER TREES PROVIDED: 15

ISLAND TREES REQUIRED: 1 TREE PER ISLAND
TOTAL ISLAND PROVIDED: 22
TOTAL ISLAND TREES PROVIDED: 22

LEGEND

SOD AREA ISLAND AREA WITH SODDING

PLANT LIST

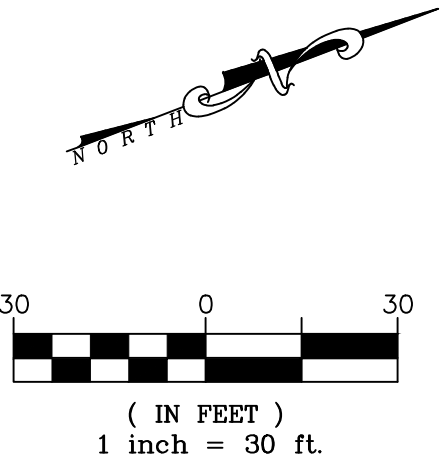
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	REMARKS
	50	CRAPEMYRTLE	LAGESTROEMIA INDICA	PLANT @ 40' O.C 8' HIGH PLANT @ 25' O.C ON LANDSCAPE BUFFER
	22	VITEX	VITEX AGNUS-CASTUS	PLANT @ 40' O.C 8' HIGH PLANT @ 25' O.C ON LANDSCAPE BUFFER
	295	WAX LEAF LIGUSTRUM	LIGUSTRUM JAPONIUM	PLANT 24" O.C 24" HIGH

TREE SURVEY NOTE:

CURRENTLY THERE ARE NO
EXISTING TREES ON PROPERTY

NOTES:

- ALL TREES SHALL HAVE A
CALIPER NO LESS THAN 2 INCHES
MEASURED 18 INCHES ABOVE THE
GROUND.
- ALL TREES SHALL BE 8 FEET
TALL AT PLANTING.



NO.

DATE

REVISIONS

APP.

Everest Design Group, LLC

Planning, Engineering, Construction Management

907 S. FRIENDSWOOD DRIVE, STE 200
FRIENDSWOOD, TX 77546
PHONE: 281-993-3770 FAX: 281-648-2294

RESERVE F AND G

2245 THOMAS TRACE
FRIENDSWOOD, TX 77546

LANDSCAPE PLAN

DRAWN BY: BP

PROJECT NO. 2018-810

SHEET NO.

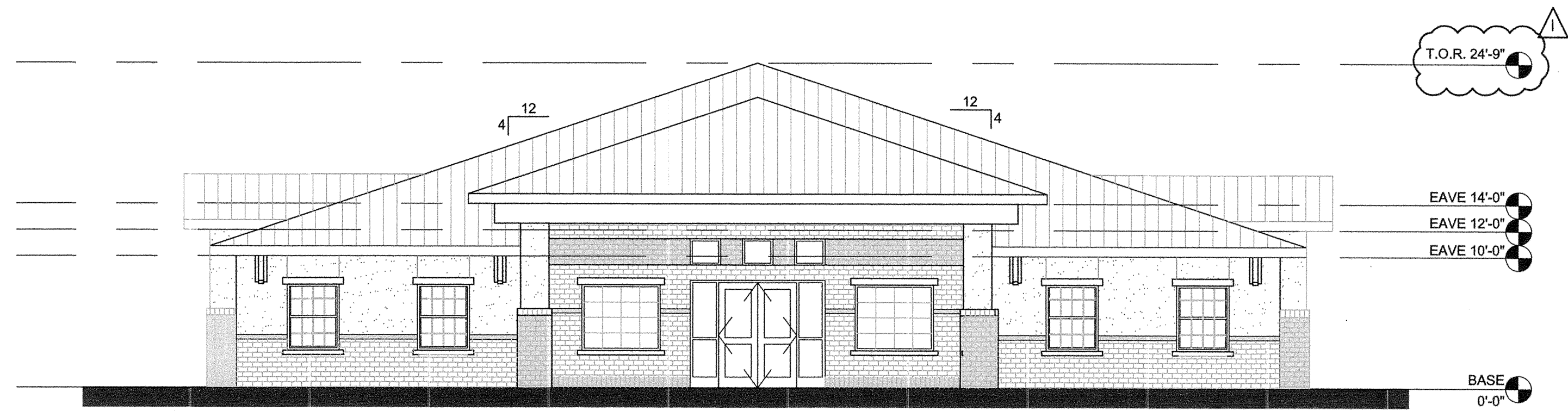
DESIGNED BY: BP

DATE: FEBRUARY 12, 2018

L1

APPROVED BY: ST

SCALE: AS SHOWN



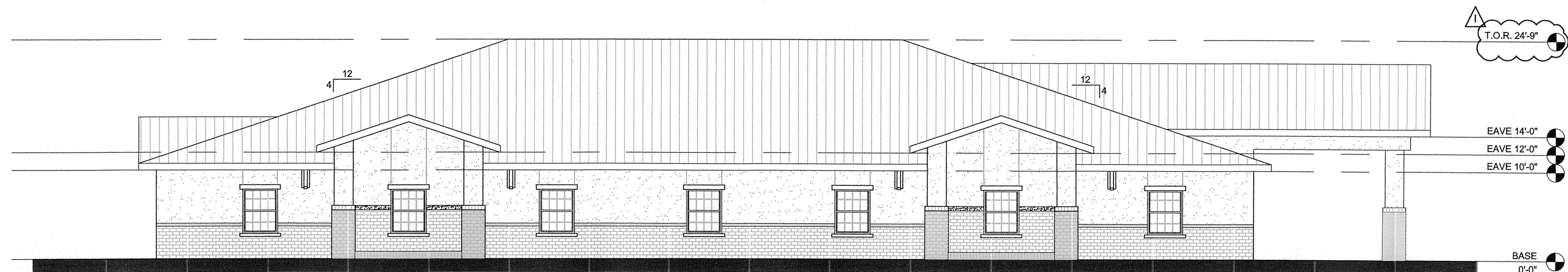
BLDG. A & C - NORTHEAST ELEVATION 4
1/8" = 1'-0"



BLDG. A & C - SOUTHWEST ELEVATION 3
1/8" = 1'-0"



BLDG. A & C - NORTHWEST ELEVATION 2
1/8" = 1'-0"



BLDG. A & C - SOUTHEAST ELEVATION 1
1/8" = 1'-0"

MATERIAL LEGEND		
	RUNNING BOND COURSE BRICK TYPE I	
	RUNNING BOND COURSE BRICK TYPE II	
	METAL PANEL ROOF	

FINISH SCHEDULE		
CAST STONE	COLOR:	TBD
BRICK TYPE I	COLOR:	TBD - RUNNING BOND COURSE
BRICK TYPE II	COLOR:	TBD - RUNNING BOND COURSE
GUTTER, DOWNSPOUT, TRIM	COLOR:	TBD
HM DOOR	COLOR:	TBD
EXTERIOR LIGHTS	COLOR:	TBD
EIFS ACCENT	COLOR:	TBD
METAL PANEL ROOF	COLOR:	TBD

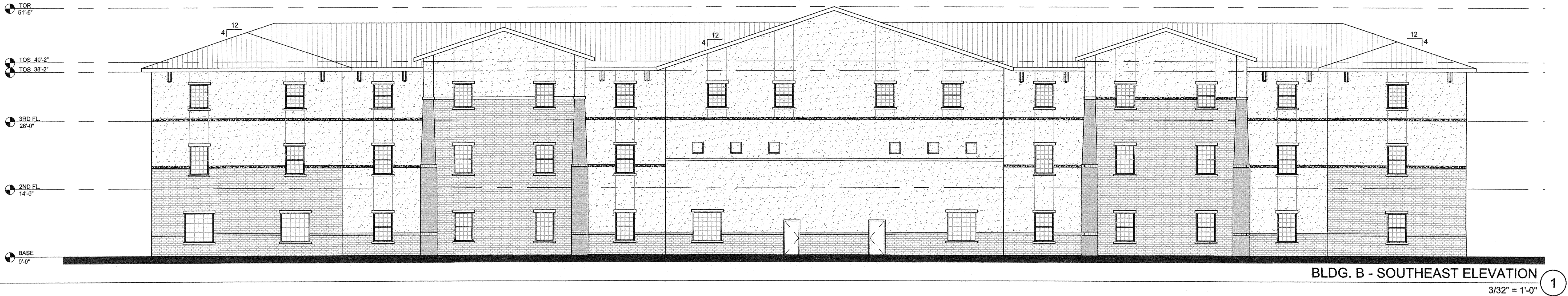
LEGENDS AND SCHEDULES

13

MATERIAL LEGEND			
	RUNNING BOND COURSE BRICK TYPE I		STUCCO
	RUNNING BOND COURSE BRICK TYPE II		EIFS ACCENT BAND
	METAL PANEL ROOF		

FINISH SCHEDULE	
CAST STONE	COLOR: TBD
BRICK TYPE I	COLOR: TBD - RUNNING BOND COURSE
BRICK TYPE II	COLOR: TBD - RUNNING BOND COURSE
GUTTER, DOWNSPOUT, TRIM	COLOR: TBD
HM DOOR	COLOR: TBD
EXTERIOR LIGHTS	COLOR: TBD
EIFS ACCENT	COLOR: TBD
METAL PANEL ROOF	COLOR: TBD

LEGENDS AND SCHEDULES 11

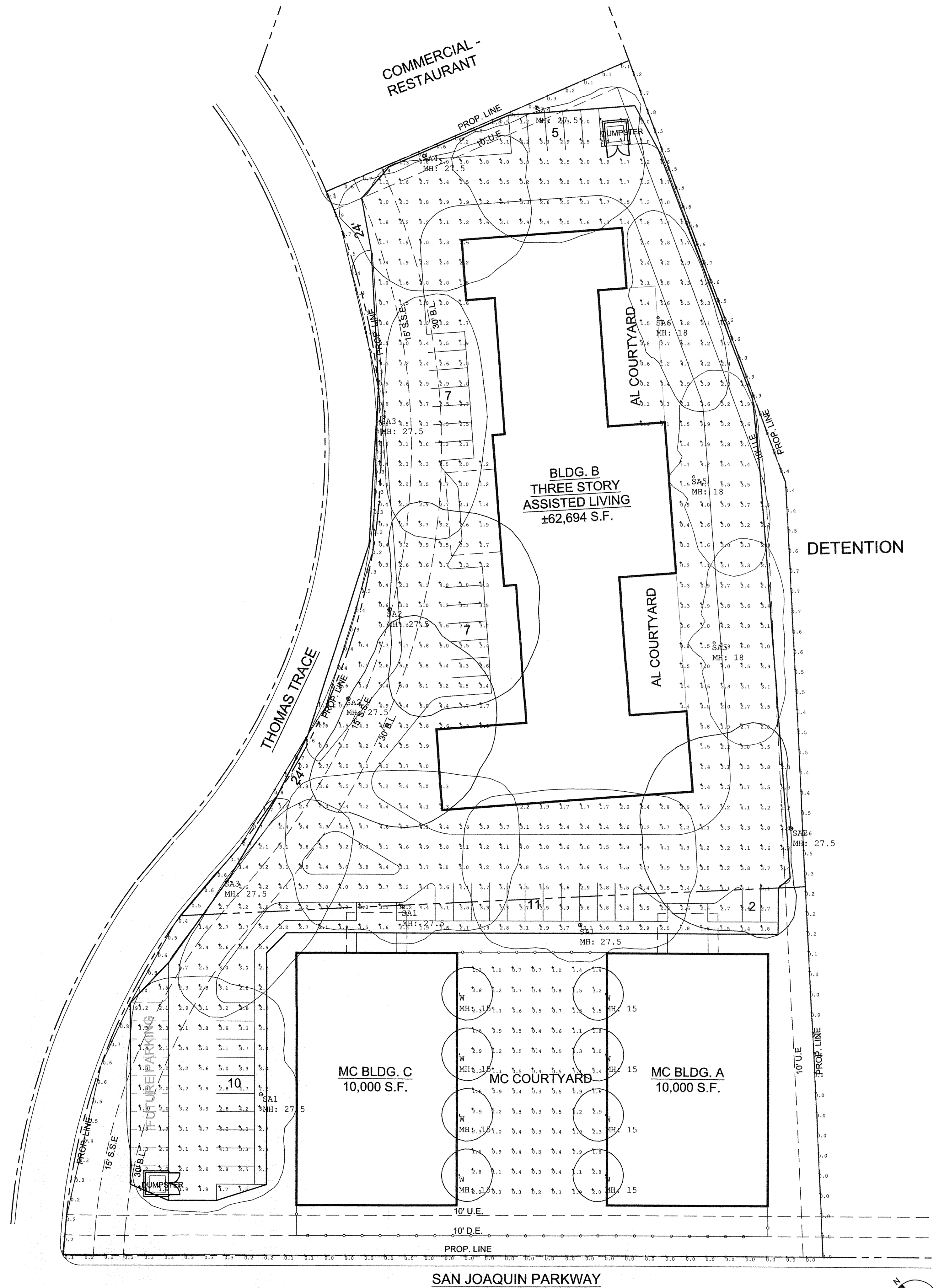


Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
⊙	3	SA1	SINGLE	N.A.	0.900	UR28-96L-315-4K7-4W
⊙	3	SA2	SINGLE	N.A.	0.900	UR28-96L-255-4K7-4-BC
⊙	2	SA3	SINGLE	N.A.	0.900	UR28-96L-255-4K7-3-BC
⊙	2	SA4	SINGLE	N.A.	0.900	UR18-96L-155-4K7-4-BC
⊙	2	SA5	SINGLE	N.A.	0.900	UR20-56L-110-4K7-3-PT
⊙	1	SA6	SINGLE	N.A.	0.900	UR20-56L-110-3K7-2-PT
⊙	8	W	SINGLE	N.A.	0.900	CY1-25-4K7-1-4D-R

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Courtyard	Illuminance	Fc	1.16	3.2	0.2	5.80	16.00
Property Line	Illuminance	Fc	0.36	1.0	0.0	N.A.	N.A.
Restaurant Property Line	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Site Planar 1	Illuminance	Fc	2.92	10.2	0.1	29.20	102.00

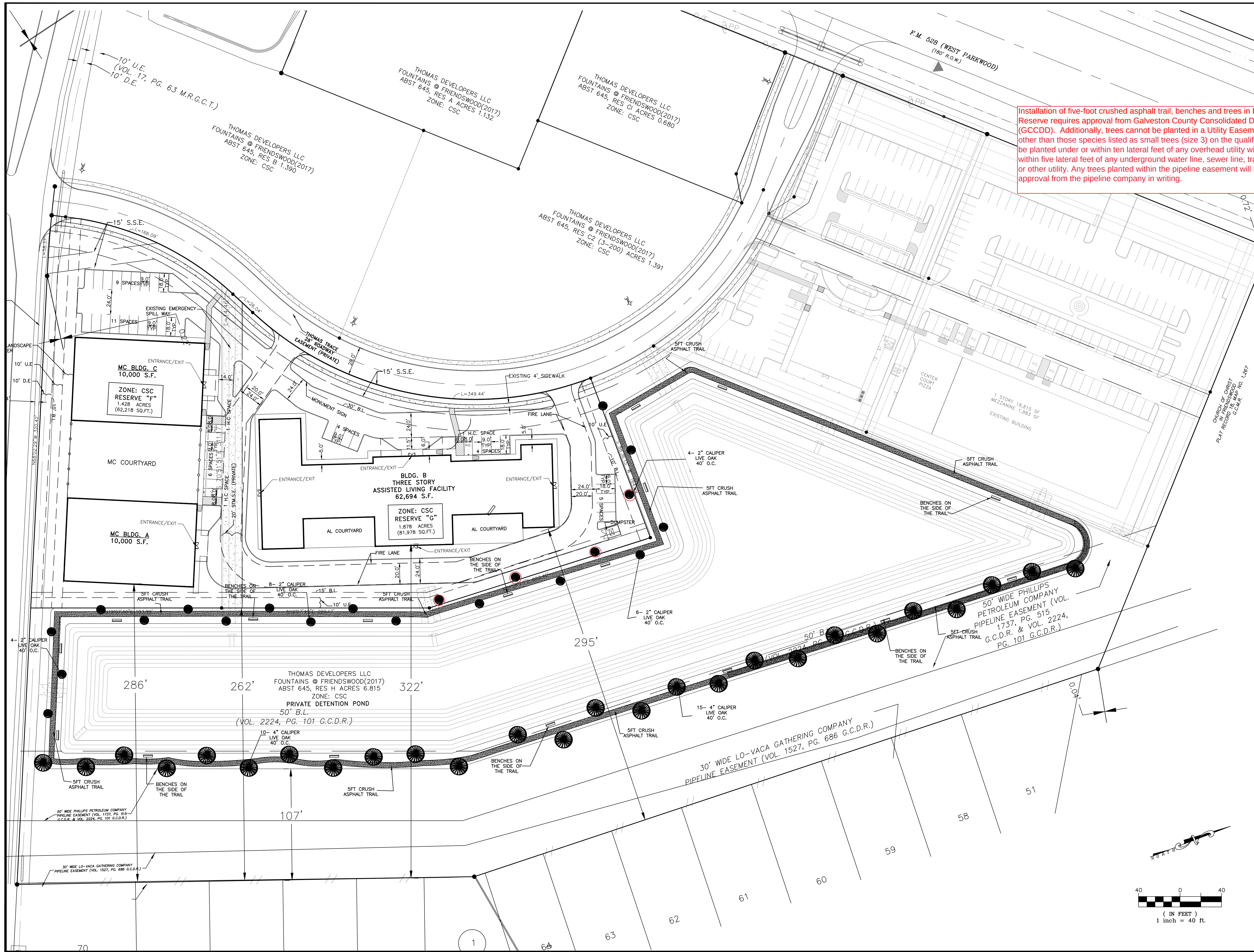
LEGEND

9



PHOTOMETRIC SITE PLAN

1" = 30'-0"



Everest Design Group, llc
Planning, Engineering, Construction Management

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PHONE: 281-993-3770 FAX: 281-648-2294

RESERVE F AND G

2245 THOMAS TRACE
FRIENDSWOOD, TX 77546

SITE AMENITIES PLAN

DRAWN BY:	BP	PROJECT NO.	2018-810	SHEET No.
DESIGNED BY:	BP	DATE:	FEBRUARY 12, 2018	A1.0
APPROVED BY:	ST	SCALE:	AS SHOWN	

Memo

To: Mayor and City Council

From: Rhonda Neel, P&Z Chairman

RH (JH)

Date: March 19, 2018

Re: Zone classification change from Community Shopping Center (CSC) to Community Shopping Center with a Specific Use Permit (CSC/SUP) for the following NAICS Uses: #6231 - Nursing Care Facilities, Skilled Nursing Facilities, #623311 - Continuing Care Retirement Communities (with on-site nursing), and #623312 - Assisted Living Facilities for the Elderly, without on-site nursing (assisted living and memory care)

For 3.306 acres, Fountains at Friendswood Subdivision, Reserve F (1.428 acres) and Reserve G (1.878 acres) located at 2245 and 2275 Thomas Trace, Friendswood, Galveston County, Texas

At the meeting held March 15, 2018, the City of Friendswood Planning and Zoning Commission voted unanimously 4 to 0 to approve the zone change referenced above. Commissioners Banfield and Matranga were absent and Commissioner Lawson resigned.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 05/07/2018

Date Submitted: 05/02/2018

Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2017-18 Budget Amendment VIII

Originating Department: Administrative Services City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$872,640

Amount Budgeted: \$0

Appropriation Required: \$872,640

Source of Funds: Unassigned General Fund Balance, General Fund Revenue, Police Investigation Funds, Water/Sewer Working Capital, and Park Land Dedication Funds

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eighth set for fiscal year 2017-18.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment VIII 2017-18.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

(Title: An Ordinance adopting Budget Amendment VIII to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2018-12

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2017-32, PASSED AND APPROVED OCTOBER 2, 2017, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2017-2018 BY APPROVING "BUDGET AMENDMENT VIII" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2017-2018"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2017-32, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2017-2018"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2017-2018;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018,” is hereby amended for municipal purposes as shown on “Budget Amendment VIII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2017-2018” attached hereto. Said Budget Amendment VIII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 7th day of May, 2018.

Kevin M. Holland
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2017 – 2018
Budget Amendment VIII
May 7, 2018**

1. **Library Donations \$2,061.** Appropriate donations received to the Library department's operating budget. The funds will be used to purchase books, audio books, and furniture in Fiscal Year 2018.
2. **Police Department Vehicle Insurance Reimbursement, \$4,258.** Appropriate insurance reimbursements received from Texas Municipal League Intergovernmental Risk Pool. Funding will be appropriated to the Police Department vehicle maintenance account for repairs made to unit P324.
3. **Police Investigation Fund, \$5,532.** Appropriate funds to purchase 9 infrared laser sights and 6 night vision monocular and helmet mounts. The funding source will be the Police Investigation Fund.
4. **Police Boat Railings, \$1,900.** Appropriate funds to offset the cost of purchasing and installing leaning posts and railings on a boat donated to the City from the Friendswood Volunteer Fire Department. Proceeds received from auctioning the light medium tactical vehicle (LMTV) police unit EM1 that was damaged in Hurricane Harvey will be appropriated towards this expenditure.
5. **Debris Pick-Up Final Pass, \$15,000.** Appropriate funds for final debris pick up in areas of the City most affected by Hurricane Harvey. The City has partnered with its garbage contractor, Waste Connections of Texas, to provide residents in areas most affected by Hurricane Harvey additional debris pickup. Waste Connections will make a final pass in these areas beginning May 26th. The total cost to the City will not exceed \$15,000; please note this cost is non-reimbursable by Federal Emergency Management Agency (FEMA). The funding source will be unassigned general fund balance.
6. **City Hall Building Repairs, \$35,094.** Appropriate funds to make repairs in City Hall to areas damaged by Hurricane Harvey. Repairs need to be made to the front entrance of City Hall as well as the balcony. The funding source will be unassigned general fund balance. The city is seeking reimbursement from FEMA for these expenditures.
7. **Transitional Salary Adjustments, \$179,258** – Appropriate funds for employment contract provisions, employee promotions, and related pay plan compression adjustments resulting from the former City Manager's retirement. The funding source for the salaries and related benefits for the remaining pay periods of fiscal year 2017-2018 will be unassigned general fund balance reserves. The proposed budget for fiscal year 2018-2019 will reflect the full-year impact of the employment transitions.
8. **Old City Park Architectural Services, \$23,000.** Appropriate funds for architectural design services for the pavilion and restroom building at Old City Park. Funding source will be Park Land Dedication fund.
9. **Purchase land, \$35,000.** Appropriate funds for the purchase of 1.3347 acres of land adjacent to Lake Friendswood for potential parking lot expansion. The funding source will be Park Land Dedication Fund.

10. **Lease Contract for Public Works and Parks & Recreation Departments \$396,000.**

Appropriate funds to pay for building that will be leased to house the Public Works and Parks & Recreation Departments. The lease agreement with 15355 Blackhawk LLC for 18 months. The insurance reimbursement of \$171,537 received for the flooding of the Public Works building will be used to offset the expenditures. The additional funding of \$224,463 will be split 50/50 between unassigned general fund balance and Water Sewer working capital. A large portion of these costs should be reimbursed by FEMA, considered emergency protective measures.

11. **Public Works Furniture \$87,700.** Appropriate flood insurance reimbursement for building contents damaged by Hurricane Harvey. Funding will be used to purchase new office furniture and other equipment needs to establish offices for the Public Works department staff that will be located in the leased building.

12. **Lift Station #5 Rehab, \$15,912.** Appropriate funds to complete rehab work on Lift Station #5. The funding source will be from water and sewer working capital. A portion of these costs should be reimbursed by FEMA, considered "permanent" repairs.

13. **Emergency Generator Awning \$8,445.** Appropriate funds to cover the expansion of the emergency generator awning. The fiscal year 2017-2018 adopted budget included a decision package to purchase an awning to cover the emergency generator located at Public Safety Building to prevent weather damage. The revised proposal included extending the awning past the generator to include protection for additional rescue vehicles. The funding source will be unassigned general fund balance.

14. **Grant Reimbursement for Police Department Mobile Radio Upgrade, \$63,480.** Reimburse general fund balance for the advance funding to purchase 17 mobile radios for the Police Department included on the November 6, 2017 Budget Amendment I. Funding for the purchase of radios was received on March 26, 2018 from Homeland Security Grant Program. Funds will be returned to the unassigned general fund balance.

City of Friendswood
5/7/2018
2017-18 Budget Amendment VIII - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-0000-38600	DNMLIBREV	Appropriate donations to the Library operating budget	(2,061)
1	001-6310-459.5485		Appropriate donations to the Library operating budget to purchase audio books	1,030
1	001-6310-459.5800		Appropriate donations to the Library operating budget to purchase furniture for young adult area	100
1	001-6310-459.5482		Appropriate donations to the Library operating budget to purchase books	100
1	001-6310-459.5800		Appropriate donation from Friends of the Library to reimburse the purchase of chairs for the breakroom	198
1	001-6310-459.5800		Appropriate donation to the Library operating budget to purchase books	133
1	001-6310-459.5485		Appropriate donation to the Library operating budget to purchase audio books	500
2	001-0000-38310	P324	Appropriate insurance reimbursement for repairs made to Police Department Unit P324	(3,563)
2	001-0000-38310	P324	Appropriate first supplement insurance reimbursement for repairs made to Police Department Unit P324	(645)
2	001-0000-38310	P324	Appropriate second supplement insurance reimbursement for repairs made to Police Department Unit P324	(50)
2	001-2130-421.6300	P324	Appropriate insurance reimbursement for Police Department Unit P324	3,563
2	001-2130-421.6300	P324	Appropriate first supplement insurance reimbursement for repairs made to Police Department Unit P324	645
2	001-2130-421.6300	P324	Appropriate second supplement insurance reimbursement for repairs made to Police Department Unit P324	50
3	102-0000-30100		Appropriate funding from Police Investigation Fund to purchase equipment	(5,532)
3	102-2120-421.5800		Appropriate funding from Police Investigation Fund to purchase equipment	5,532
4	001-0000-39220	BOAT2	Appropriate auction proceeds from sale of Police Department LMTV Unit EM1 to purchase and install railing on the donated boat	(1,900)
4	001-2120-421.6300		Appropriate auction proceeds from sale of Police Department LMTV Unit EM1 to purchase and install railing on the donated boat	1,900
5	001-0000-30500		Appropriate unassigned general fund balance for final debris pick up for areas affected by Hurricane Harvey	(15,000)
5	001-2513-422.7800		Appropriate unassigned general fund balance for final debris pick up for areas affected by Hurricane Harvey	15,000
6	001-0000-30500	8CH419	Appropriate unassigned general fund balance to make repairs to City Hall due to damage caused by Hurricane Harvey	(35,094)
6	001-6460-419.8140		Appropriate unassigned general fund balance to make repairs to City Hall due to damage caused by Hurricane Harvey	35,094
7	001-0000-30500		Appropriate unassigned general fund balance for transitional salary adjustments	(179,258)
7	001-0301-413.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	140,482
7	001-3501-419.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	21,918
7	001-6420-452.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	4,875
7	001-6430-456.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	4,502
7	001-0401-415.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	3,738
7	001-0416-419.4110		Appropriate unassigned general fund balance for transitional salary adjustments*	3,743
8	164-0000-30100	PK0070	Appropriate Park Land Dedication funds for design of pavilion and restrooms at Old City Park	(23,000)
8	164-7001-453.8560		Appropriate Park Land Dedication funds for design of pavilion and restrooms at Old City Park	23,000
9	164-0000-30100	PK0095	Appropriate unassigned general fund balance to purchase 1.3347 acres of land and for associated acquisition costs	(35,000)
9	164-7001-456.8110		Appropriate unassigned general fund balance for associated acquisition costs to purchase land	5,000
9	164-7001-456.8110		Appropriate unassigned general fund balance to purchase 1.3347 acres of land	30,000
10	001-0000-38320	15355BLKHWK	Appropriate flood insurance reimbursement to cover portion of the Lease expenditure for Public Works Dept and Parks Department	(171,537)
10	001-0000-30500		Appropriate flood insurance reimbursement to cover portion of the Lease expenditure for Public Works Dept and Parks Department	(224,463)
10	001-6460-419.7830		Appropriate flood insurance reimbursement to cover portion of the Lease expenditure for Parks Department	396,000
11	001-0000-38320	15355BLKHWK	Appropriate flood insurance reimbursement for building contents to Public Works operating budget to purchase new furniture and equipment	(87,700)
11	001-3601-431.5800		Appropriate flood insurance reimbursement for building contents to Public Works operating budget to purchase new furniture and equipment	87,700
12	401-0000-30100	LS005	Appropriate water/sewer working capital for Lift Station #5 rehab	(15,912)
12	401-3656-433.6552		Appropriate water/sewer working capital for Lift Station #5 rehab	15,912
13	001-0000-30500	8PS421	Appropriate unassigned general fund balance to fund extension of the awning at PSB for emergency generator and adjacent parking spaces.	(8,445)
13	001-6460-419.8400		Appropriate unassigned general fund balance to fund extension of the awning at PSB for emergency generator and adjacent parking spaces.	8,445
14	001-0000-33136	G00075REV	Reimburse unassigned general fund balance for advance grant funding given to upgrade the police department's mobile radios from the SHSP grant	(63,480)
14	001-0000-30500		Reimburse unassigned general fund balance for advance grant funding given to upgrade the police department's mobile radios from the SHSP grant	63,480

*Entries for transitional salary adjustments will be allocated to salary, taxes and benefit accounts



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 2018

Date Submitted: April 24, 2018 Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Disposal of Police Vehicles

Originating Department: Police City Attorney Review: NA

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The police department has two decommissioned police vehicles (P271 and P272) that it presents for disposal. The department will dispose of the vehicles through services provided by Houston Auto Auction. The vehicles have been in service for the past 8 years and currently have over 100,000 miles each. The vehicles are out of service. Costs associated with keeping the vehicles suitable for service are high, making the most cost effective solution to auction the vehicle. Both vehicles were replaced in FY 2016 and FY2017. Both vehicles are decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

P271	2011	Chevrolet	Tahoe	1GNLC2E08BR199927	135,537 miles
P272	2011	Chevrolet	Tahoe	1GNLC2E00BR199985	143,058 miles

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of these vehicles will be deposited into the VRF.

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of these assets in the manner described above.

ATTACHMENTS

None



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 13, 2018

Dept. Clearances: Parks and Recreation

Prepared by: Michael Boyett

Subject: Interlocal Agreement with Friendswood Independent School District (FISD) – School Busses for City Summer Programs (Summer Day Camp & July 4th).

Originating Department: Parks and Recreation

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: \$16,000

Amount Budgeted: \$16,000

Appropriation Required: 0

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and the Friendswood Independent School District maintains a strategic partnership to provide services for the citizens of the City and School.

That being said, the City has requested transportation (shuttling) services for the Summer Day Camp program, Monday thru Friday 9:30am – 4:00pm from June 1, 2018 – August 14, 2018 and for the July 4th Evening Program from 6:00pm – 11:00pm.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Thanks to the partnership between the City and the District, the Parks and Recreation Department can provide summer programs and special events to citizens at the highest level of services and programs at the greatest value.

RECOMMENDATIONS

City staff recommends approving the Interlocal Agreement between the City of Friendswood and the Friendswood Independent School District for use of the District's transportation services and authorizing the Mayor to execute the Interlocal Agreement with Friendswood Independent School District.

ATTACHMENTS

[Interlocal Agreement](#)

**INTERLOCAL COOPERATION AGREEMENT FOR USE OF
FRIENDSWOOD ISD'S SCHOOL BUSES**

This Agreement is made and entered into between the Friendswood Independent School District ("FISD") and the City of Friendswood ("the City") pursuant to the Interlocal Cooperation Act, Texas Government Code § 791.001, *et seq.*

RECITALS

WHEREAS, the City annually holds a Fourth of July Celebration ("the Celebration") and an annual summer camp running from June 1st to August 14th ("Summer Camp");

WHEREAS, the City wishes to use the District's buses to shuttle community members from various locations in the City to the location of the Celebration and Summer Camp;

WHEREAS, the District wishes to allow the City to use its buses to provide shuttle services for community members to the location of the Celebration and Summer Camp; and

WHEREAS, both parties agree that each party paying for the performance of governmental functions or services, if any, shall make those payments from current revenues available to the paying party.

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

AGREEMENT

1. The District hereby agrees to allow the City to use its buses on July 4, 2018, to provide shuttle services for community members from various locations in the City to the location of the Celebration. The District also agrees to allow the City to use its buses between the dates of June 1, 2018 and August 14, 2018 for shuttling summer camp participants to activities around the City of Friendswood.
2. The District shall provide drivers to perform the shuttle services under this Agreement at rates agreeable to both parties.
3. The City shall provide, at its own expense, insurance coverage for the use and operations of FISD's buses for the shuttle services and list FISD as an additionally insured.
4. In the event of an accident and subsequent claim arising out of the use of FISD's buses, the City's insurance provider shall provide coverage identical to that of a City vehicle. FISD shall have the right to request specific legal representation but understands that the City's insurance provider will make the final determination as to who will represent the City and FISD in response to the claim.
5. The City shall maintain the condition of FISD's buses for FISD's use. The City shall repair any damages, beyond normal wear and tear, caused by the City's negligent or intentional misuse of FISD's buses.

EXECUTED on the dates below written.

ATTEST/SEAL:

FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT

BY: _____

Date: _____

THE CITY OF FRIENDSWOOD

Title

By: _____

Title

Date: _____



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 24, 2018

Dept. Clearances: Parks and Recreation

Prepared by: Heather Whitty

Subject: Memorandum of Understanding (MOU) with Friendswood Independent School District (FISD) for use of their facility for an ongoing City fitness program

Originating Department: Parks and Recreation

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: \$350

Amount Budgeted: \$350

Appropriation Required: 0

Source of Funds: General Operating Budget

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and the Friendswood Independent School District maintain a strategic partnership to provide services for the citizens of the City and School.

That being said, the City has requested and is being permitted to use the gym space in a FISD facility from 8:45-11:15am Mondays and Wednesdays and 10:30-11:30am Tuesdays and Thursdays from June 4, 2018 – July 26, 2018 for recreational programing (Jazzercise, Zumba Toning, & Yoga).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Typically during this time of the year, our fitness program would conclude due to the need to vacate the Leavesley Park Hangar for use by the Summer Day Camp program. Thanks to the partnership between the City and the District, the Parks and Recreation Department can now continue our Jazzercise, Zumba Toning, and Yoga programs throughout the summer months without any program interruptions.

RECOMMENDATIONS

City staff recommends approving the MOU Agreement between the City of Friendswood and the Friendswood Independent School District for use of the District's facilities and authorizing the Mayor to execute the MOU Agreement with Friendswood Independent School District.

ATTACHMENTS

[MOU Facility Agreement](#)

Memorandum of Understanding Between
City of Friendswood
And
Friendswood Independent School District

Usage of Friendswood ISD Facility for Summer Programming

The City of Friendswood (“the City”) and the Friendswood Independent School District (“FISD” or “the District”) maintain a strategic partnership to provide services for the citizens of the City and School District.

To that end, the City has requested and is being permitted use of an FISD facility to provide an area to the City for two and a half hours per day on Mondays and Wednesdays, and one hour per day on Tuesdays and Thursdays, at a time agreeable to both the City and the District from June 4, 2018 – July 26, 2018. No District facilities will be available on any Friday or weekend in June, or July. The District will be closed from June 29, 2018 – July 09, 2018, during which the District’s facilities will be unavailable.

The District agrees to provide an adequate, climate-controlled space agreeable to both parties.

The City agrees to the following:

- To provide insurance as follows: An insurance certificate naming FISD as additional insured. The certificate should evidence general liability insurance including products, completed operations, independent contractors, and contractual liability coverage with aggregate, occurrence and personal injury limits of \$1,000,000.
- If the City’s employees will be on FISD facilities, Worker’s Compensation Insurance is also required, with limits to comply with requirements of Texas Worker’s Compensation Act. General liability Insurance and worker’s compensation insurance shall include Waiver of Subrogation clause in favor of the FISD.
- One time payment of \$350.00 for utility costs / custodial to be paid prior to usage.
- Reimbursement at \$25.00 per hour for additional custodial costs for cleaning beyond typical daily maintenance of the gym and restrooms. If any cleaning services are required during the period of the contract the City will be invoiced by the Director of Facilities for the cleaning time.
- Reimbursement for any damages to the facility by participants or instructor as determined by the Director of Facilities.
- One lockable mobile storage cart for storing its sound equipment in the gym. This cart and its contents are the sole responsibility of the City and the City agrees to assume all risk associated with storage of this cart in the gym.

This agreement does not create a joint venture or business partnership under Texas law.

To the extent allowed by law, the City agrees to assume all liability and hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the City’s use of the District’s facilities. Nothing in this agreement waives or alters any immunities provided to either party, its officers, employees, or agents under Texas or federal law.

This agreement shall commence on the date this Agreement is executed by the parties. The term of this Agreement is from June 4, 2018 – July 26, 2018. This agreement may be terminated by either party with 14 days written notice.

Kevin M. Holland, Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Date: _____

Attest:

Melinda Welsh, TRMC
City Secretary

Thad Roher, Superintendent
Friendswood Independent School District
302 Laurel
Friendswood, TX 77546

Date: _____



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: **May 7, 2018**

Date Submitted: **April 17, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Buyout Property License Agreement**

Originating Department: **P&R**

City Attorney Review: Yes

Proceeding: **Consent**

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

**Morad Kabiri
City Manager**

SUMMARY / ORIGINATING CAUSE

As a result of the Tropical Storm Allison Buyout Project, the City obtained 136 residential lots. Since the completion of this project, the Parks and Recreation Department has been tasked with the mowing maintenance along with paying HOA fees for the majority of these lots. However, Parks and Recreation has continued to seek out and coordinate license agreements with other entities to help relieve the financial burden.

Thus far, 46 of these lots have been reserved for the Galveston County Consolidated Drainage District (but only four are currently maintained by GCCDD); 14 have been identified for Parks and Recreation access, 13 have been licensed to Homeowners Associations, and 30 have been licensed to individual homeowners. The remaining 33 lots are still available to interested adjacent homeowners. Note: One lot (113 Cherry Tree) was donated to the City bringing the overall total to 137 lots.

As of the last meeting between City and GCCDD staff regarding the possibility of the District taking over the maintenance of more of their reserved lots, City Staff was informed that GCCDD is not in need of additional lots.

This item is on the agenda to request a new license agreement for the property(s) located at 502 & 504 Falling Leaf. The residents wishing to license the property are Kyle Sapaugh residing at 506 Falling Leaf.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this license agreement is awarded, this lot will be licensed to an individual homeowner for the purpose of beautification, thus, allowing the Parks and Recreation Department to suspend the maintenance cost associated with this lot.

RECOMMENDATIONS

Staff recommends that Council approve the license agreement with Kyle Sapaugh residing at 506 Falling Leaf, and authorize the Mayor to execute the agreement on behalf of the City according to the Open Space Guidelines.

ATTACHMENTS

[Licensing Agreement](#)

[Exhibit A - 502 and 504 Falling Leaf](#)

[Open Space Guidelines](#)

[Buyout Program Adjacent Homeowners Questionnaire](#)

Contact the City Manager's Office when agenda packet information is ready to be reviewed.

LICENSE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this 7th day of May, 2018, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Kyle Sapaugh, being located a 506 Falling Leaf, Friendswood, Texas, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

502 & 504 Falling Leaf

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing on May 7, 2018 and terminating at midnight, May 7, 2028. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
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If to Licensee:	Kyle Sapaugh 506 Falling Leaf Friendswood, Texas 77546 me@kylesapaugh.com 832-221-8708
-----------------	--

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases

Licensor, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensor, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensor pays such tax, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensor without the prior written consent of the Licensor.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no

prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensors and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Kevin M. Holland
Mayor

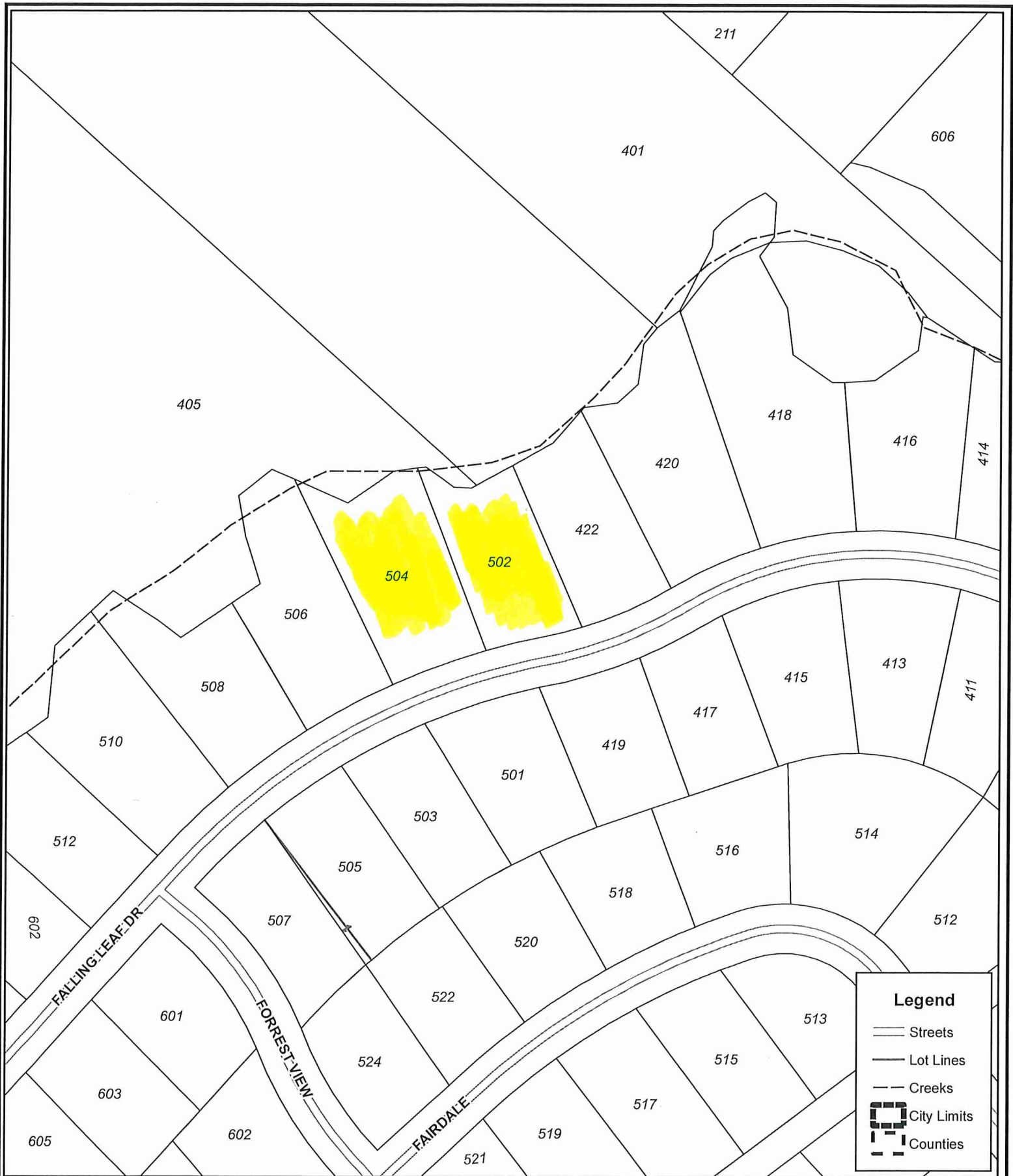
Attested:

Melinda Welsh
City Secretary

LICENSEE:

By:

Kyle Sapaugh



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 153'

City of Friendswood Open-Space Guidelines

The purpose of this document is to identify the minimum maintenance requirements to be provided by each of the groups that have the potential to assume maintenance responsibility for an Open-Space Property in the City of Friendswood. This is only a general guideline in order to provide the entity with an idea of the associated cost, and in no way, intended to be specific to a particular tract.

Properties that are licensed to a Home Owners Association (HOA):

- The City of Friendswood reserves the right to obtain future easements for Open Space Purposes.
- Any proposed improvements to the property must have written authorization from the City to proceed.
- Any HOA that enters a license agreement with the City will be responsible for the HOA fees for the subject property.
- The responsible HOA agrees to maintain property in accordance with the City of Friendswood ordinances, HOA policies, and deed restrictions.
- The subject property may not be sub-licensed.
- The term of the agreement shall not exceed ten (10) years in length and may be subsequently renewed for consecutive ten (10) year periods as agreed upon by both parties.

Properties that are licensed to individual Home Owners

- The City of Friendswood reserves the right to obtain future easements for Open Space Purposes.
- Any proposed improvements to the property must have written authorization from the City to proceed.
- The individual that leases the property will be responsible for the HOA fees that are due for the subject property.
- The individual that leases the property will be required to maintain the property in accordance with City of Friendswood ordinances, HOA policies, and deed restrictions.
- The subject property may not be sub-licensed.
- The term of the agreement shall not exceed ten (10) years in length and may be subsequently renewed for consecutive ten (10) year periods as agreed upon by both parties.
- Preference for determining lease assignment will be as follows:
 1. Resident of same subdivision and adjacent property owner
 2. Resident of same subdivision on the same street
 3. Resident of same subdivision in closest proximity to subject lot
 4. Resident of Friendswood in closest proximity to subject lot

In the event of a “tie”, preference will be given to the resident with the longest consecutive Friendswood citizenship.

City of Friendswood
Buyout Lot Licensing Program
Adjacent Homeowner's Questionnaire

Name(s): Kyle Sapaugh
Address: 506 Falling leaf
Phone: 832-221-8708
Email: me@KyleSapaugh.com

I have lived at this address since*: 2012

* In the event that more than one homeowner expresses interest in the same property, priority will be given to the one who has lived at their current address the longest.

I am interested in licensing the following lot(s): 504, 502 Falling leaf

I am NOT interested in licensing any of the Buyout Lot properties. _____

Please return this form within the next 30 days to:
City of Friendswood
Parks and Recreation Department
910 S. Friendswood
Friendswood, TX 77546



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: **May 7, 2018**

Date Submitted: **April 17, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Buyout Property License Agreement**

Originating Department: **P&R**

City Attorney Review: **Yes**

Proceeding: **Consent**

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

**Morad Kabiri
City Manager**

SUMMARY / ORIGINATING CAUSE

As a result of the Tropical Storm Allison Buyout Project, the City obtained 136 residential lots. Since the completion of this project, the Parks and Recreation Department has been tasked with the mowing maintenance along with paying HOA fees for the majority of these lots. However, Parks and Recreation has continued to seek out and coordinate license agreements with other entities to help relieve the financial burden.

Thus far, 46 of these lots have been reserved for the Galveston County Consolidated Drainage District (but only four are currently maintained by GCCDD); 14 have been identified for Parks and Recreation access, 13 have been licensed to Homeowners Associations, and 29 have been licensed to individual homeowners. The remaining 34 lots are still available to interested adjacent homeowners. Note: One lot (113 Cherry Tree) was donated to the City bringing the overall total to 137 lots.

As of the last meeting between City and GCCDD staff regarding the possibility of the District taking over the maintenance of more of their reserved lots, City Staff was informed that GCCDD is not in need of additional lots.

This item is on the agenda to request a new license agreement for the property(s) located at 1202 Myrtlewood. The residents wishing to license the property are Kelly and Kim Pitts residing at 1312 Steele Drive. **Unique to this buyout license agreement relative to others before it, the licensee is in the process of demolishing their home that flooded during Hurricane Harvey. As their lot spans two floodplains (Shaded X and AE), the property owner at 1312 Steele Drive would like to utilize a portion of the buyout lot adjacent to them (1202 Myrtlewood) for required floodplain mitigation. Their proposal would be consistent with the Deed filed on the buyout lot following acquisition.**

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this license agreement is awarded, this lot will be licensed to an individual homeowner for the purpose of beautification, thus, allowing the Parks and Recreation Department to suspend the maintenance cost associated with this lot.

RECOMMENDATIONS

Staff recommends that Council approve the license agreement with Kelly and Kim Pitts residing at 1312 Steele Drive, and authorize the Mayor to execute the agreement on behalf of the City according to the Open Space Guidelines.

ATTACHMENTS

[Licensing Agreement](#)

[Exhibit A – 1202 Myrtlewood](#)

[Open Space Guidelines](#)

[Buyout Program Adjacent Homeowners Questionnaire](#)

Contact the City Manager's Office when agenda packet information is ready to be reviewed.

LICENSE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this 7th day of May, 2018, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Kelly and Kim Pitts, being located at 1312 Steele Drive, Friendswood, Texas hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

1202 Myrtlewood Drive

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing on May 7, 2018 and terminating at midnight, May 7, 2028. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensor's Flood Plain Manager. Licensee, subject to approval by Licensor's Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensor in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensor and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensor:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
-----------------	---

If to Licensee:	Kelly and Kim Pitts 1312 Steele Drive Friendswood, Texas 77546 kelly@houstoncenterless.com 713-732-9153
-----------------	--

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensor harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License

Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensors, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensors; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensors; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensors may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensors may be entitled. Should Licensors be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensors shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensors pays such tax, Licensee shall reimburse Licensors for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensors shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensors without the prior written consent of the Licensors. Licensee will be allowed to dig a ditch or retention pond for mitigation activities to include removal of dirt from within the AE. Licensee must provide a written statement from a State of Texas License Engineer quantifying any mitigation actions.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall

substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Kevin M. Holland
Mayor

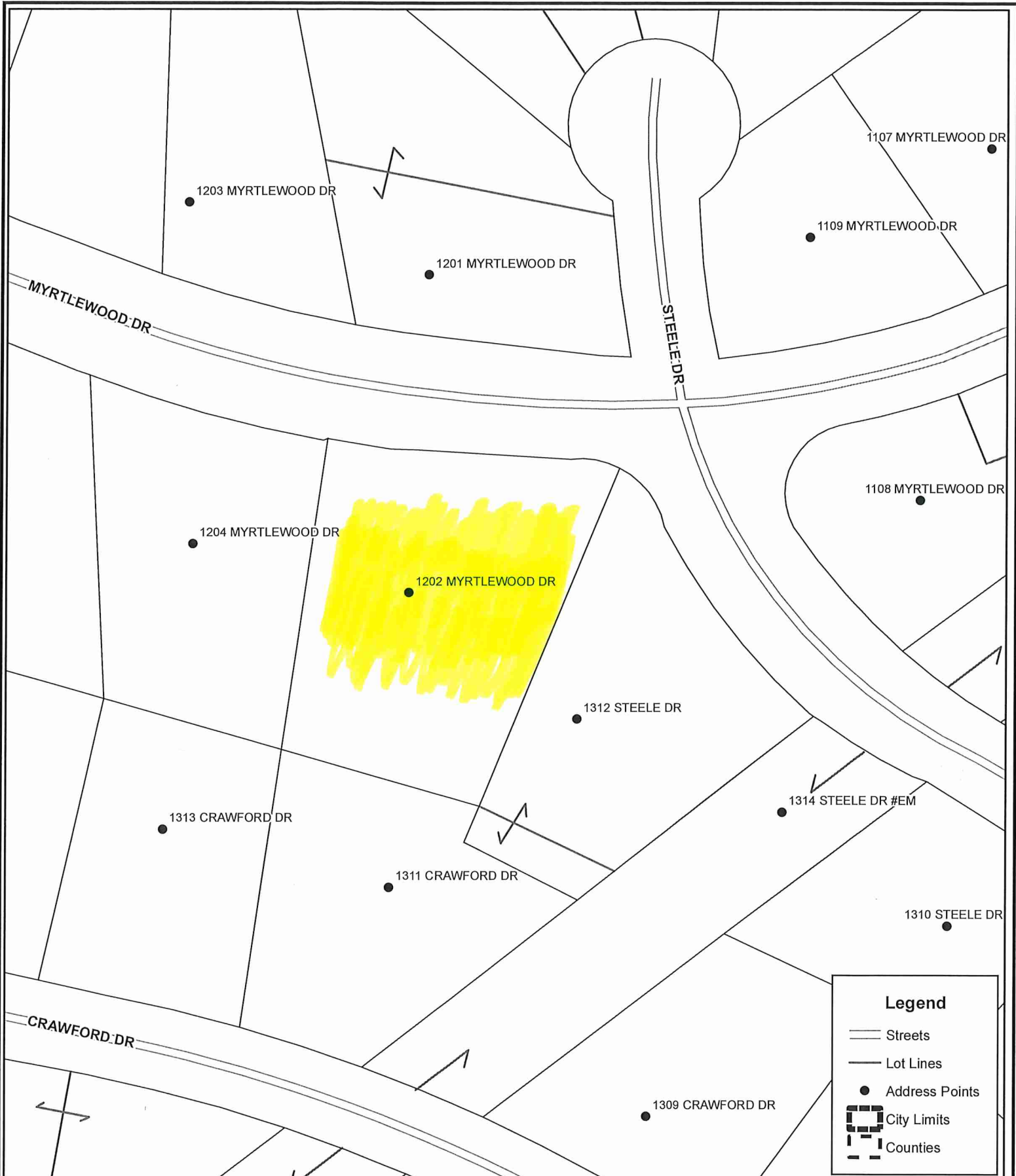
Attested:

Melinda Welsh
City Secretary

LICENSEE:

By:

Kelly and Kim Pitts



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 88'

City of Friendswood Open-Space Guidelines

The purpose of this document is to identify the minimum maintenance requirements to be provided by each of the groups that have the potential to assume maintenance responsibility for an Open-Space Property in the City of Friendswood. This is only a general guideline in order to provide the entity with an idea of the associated cost, and in no way, intended to be specific to a particular tract.

Properties that are licensed to a Home Owners Association (HOA):

- The City of Friendswood reserves the right to obtain future easements for Open Space Purposes.
- Any proposed improvements to the property must have written authorization from the City to proceed.
- Any HOA that enters a license agreement with the City will be responsible for the HOA fees for the subject property.
- The responsible HOA agrees to maintain property in accordance with the City of Friendswood ordinances, HOA policies, and deed restrictions.
- The subject property may not be sub-licensed.
- The term of the agreement shall not exceed ten (10) years in length and may be subsequently renewed for consecutive ten (10) year periods as agreed upon by both parties.

Properties that are licensed to individual Home Owners

- The City of Friendswood reserves the right to obtain future easements for Open Space Purposes.
- Any proposed improvements to the property must have written authorization from the City to proceed.
- The individual that leases the property will be responsible for the HOA fees that are due for the subject property.
- The individual that leases the property will be required to maintain the property in accordance with City of Friendswood ordinances, HOA policies, and deed restrictions.
- The subject property may not be sub-licensed.
- The term of the agreement shall not exceed ten (10) years in length and may be subsequently renewed for consecutive ten (10) year periods as agreed upon by both parties.
- Preference for determining lease assignment will be as follows:
 1. Resident of same subdivision and adjacent property owner
 2. Resident of same subdivision on the same street
 3. Resident of same subdivision in closest proximity to subject lot
 4. Resident of Friendswood in closest proximity to subject lot

In the event of a “tie”, preference will be given to the resident with the longest consecutive Friendswood citizenship.

July 12, 2012

Re. City of Friendswood Open Space Licensing Program

Dear,

On June 22, 2004, the City of Friendswood received formal notification from the Governor's Division of Emergency Management that our Tropical Storm Allison Buyout Project is now closed. As you know, we had been anxiously awaiting this formal notification in order to proceed with our Open Space Licensing Program.

In order to provide the most appropriate use for each of the 136 lots obtained in the Buyout Project, our Open Space Committee identified the following priorities:

1. Galveston County Consolidated Drainage District (*Complete*)
2. City of Friendswood Parks and Recreation Department (*Complete*)
3. Homeowners Associations (*Complete*)
4. **Homeowners (*Available*)**

At this time, we would like to request that you please review the enclosed information and determine if you are interested in pursuing this unique opportunity.

Specific items to note include:

- There is no direct fee associated with this Licensing Program; therefore, it is not considered a "Lease".
- The Homeowner agrees to maintain the lots to the City and HOA standards.
- The Homeowner agrees to pay any HOA dues corresponding to the Buyout lots.
- The Homeowner would be able to use the Buyout lots for open space, green space, common parks, common garden areas, etc. with the stipulation that no structures, impervious cover, or fencing be placed on the lots.

This is just a brief summary, so please refer to the actual Agreement for further details. Once you have made a decision on which lot(s) you would like included within your Licensing Agreement, please let me know by completing the attached questionnaire, so that we can draft the final documents for signature.

In order to expedite the final phase of this Program, I am requesting a response from all potential licensors of these lots within the next 30 days.

We look forward to working with you to ensure that the remaining Buyout lots are maintained in the most effective and efficient manner. If you have any questions, please do not hesitate to call 281-996-3220.

City of Friendswood
Buyout Lot Licensing Program
Adjacent Homeowner's Questionnaire

Name(s): Kelly & Kim Pitts

Address: 1312 Steele Drive

Phone: 713-732-9153

Email: kelly@houstoncenterless.com

I have lived at this address since*: 2007

* In the event that more than one homeowner expresses interest in the same property, priority will be given to the one who has lived at their current address the longest.

I am interested in licensing the following lot(s): lot 1202 Myrtlewood

I am NOT interested in licensing any of the Buyout Lot properties. _____

Please return this form within the next 30 days to:
City of Friendswood
Community Services
910 S. Friendswood
Friendswood, TX 77546



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 5, 2018

Date Submitted: May 1, 2018 Dept. Clearances: MK

Prepared by: MKF/gcf Originating Department: City Attorney

Subject: Request State of Texas seek a waiver of the 70% aggregate of CDBG-DR funds

Proceeding: Consent City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL: N/A	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of Community Development Block Grant (CDBG) program funds be used to support activities benefitting low-to moderate-income persons.

The City of Friendswood, Texas, is requesting the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds by request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction in the 70% overall benefit requirement.

The law provides that this 70% requirement may be lowered for its CDBG-DR grant based on a determination by HUD of compelling need for the reduction.

City of Friendswood, Texas, requests the State of Texas seek a waiver to the 70 percent overall benefit requirement and propose a 50 percent aggregate of CDBG-DR funds be used to support low- and moderate-income persons and supports Galveston County's efforts to seek this waiver and reduce the 70% requirement to 50%.

City staff met with our counterparts of League City and Dickinson in late April; as well as representatives of Galveston, Brazoria, and Fort Bend counties to discuss a unified request seeking waivers to HUD's LMI (low-to-moderate-income) provisions on upcoming CDBG Disaster Recovery Dollars. The result of that meeting, a letter was sent to the Governor's Office and the General Land Office on behalf of the City, signed by the Mayor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate- income persons result in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities. Natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate-income areas since many households and communities across the State of Texas have undergone massive setbacks due to Hurricane Harvey regardless of income levels.

Maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

RECOMMENDATIONS

Ratify the Mayor's signature on the joint letters sent.

ATTACHMENTS

[Mayors Joint Letter](#)



Honorable Greg Abbott
Governor of Texas
P.O. Box 12428
Austin, TX 78711-2428

RE: Request that the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds.

Dear Governor Abbott,

As our communities continue to recover from the devastating impact of Hurricane Harvey, WE, the Mayors serving the residents of Dickinson, Friendswood, and League City, respectfully request that the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds by taking the following actions:

- 1. Extend the comment period beyond April 25, 2018 and allow for more time for the public to comment on the State of Texas Plan for Disaster Recovery.**
- 2. Request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction in the 70% overall benefit requirement.**

As stated in Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of CDBG program funds be used to support activities benefitting low-to moderate income persons. Based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate income persons results in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities. We respectfully request the State of Texas seek a waiver to the overall benefit requirement and propose a 50 percent aggregate of CDBG-DR funds be used to support low-to-moderate-income persons. The State of Texas may request this waiver under FR-6066-N-01, Sections IV and VI.

- 3. Request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction or removal of the low-to moderate income benefit requirement for infrastructure projects.**

As stated in Federal Register, FR-6066-N-01, Section VI.A.9, page 5855, statute requires each funded activity to meet a national objective of the CDBG program, including the

national objective of benefitting low-to moderate income persons. Based on our experience with previous hurricane recovery efforts, restricting infrastructure funding to activities that only benefit areas that are mostly low-to moderate income can prevent the implementation of critical projects that benefit entire communities. We respectfully request that the State of Texas seek an exception to the low-to-moderate-income area benefit requirement that an area contain at least 51 percent low-to-moderate-income residents for infrastructure projects. This exception can be achieved by expanding the HUD-approved “upper quartile” or “exception criteria” methods, which reduce the percentage of low-to moderate income beneficiaries to match the composition of each impacted community – and are currently reserved for only entitlement communities - to include all communities eligible to receive CDBG disaster recovery funds. The State of Texas may request this exception under FR-6066-N-01, Sections IV and VI.

4. Expand the proposed State-administered housing recovery program to include opportunities for regional and locally-administered housing recovery programs.

The requirement for a State administered housing program is not included in Federal Register FR-6066-N-01. Based on our experience with previous recovery efforts, regional and locally administered housing programs are superior to state-administered efforts, provide face to face case management, and result in timely and efficient delivery of permanent housing solutions. Local governments and H-GAC have substantial experience implementing disaster recovery housing programs and understand the needs of our communities. Our experience includes developing strong partnerships with the Texas General Land Office and HUD and addressing fair housing concerns identified by advocacy groups. We respectfully request that the State of Texas modify the Texas General Land Office proposal to limit housing recovery services to a State administered program. It is our understanding this limitation is not a HUD requirement and can be achieved under the State’s authority.

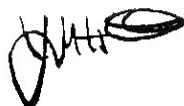
In summary, natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate income areas. Many households and communities across the state have undergone massive setbacks due to Hurricane Harvey regardless of income levels. Maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

Thank you for your consideration of our request. We look forward to working with you to assist fellow Texans rebuild their homes and communities.

Sincerely,



Julie Masters
Mayor, City of Dickinson



Kevin M. Holland
Mayor, City of Friendswood



Pat Hallisey
Mayor, City of League City



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 5/7/2018

Date Submitted: 4/20/2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Debris Management Services

Originating Department: FMO

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: *

Source of Funds: N/A

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Following Hurricane Harvey, all executed contracts had to be rebid to meet the new Federal Procurement requirements. The following is for the pre-event contract that provides debris removal services in the event of an unforeseen declared emergency/disaster.

Requests for Proposals for Debris Management Services were published in the Friendswood Reporter News on February 7th and 14th of 2018. Six sealed proposals were received from the following companies: TFC Enterprises, Inc., DRC Emergency Services, Crowder Gulf, Bergeron Emergency Services, Custom Tree Care, and Ceres Environmental Services. All proposals were opened on March 20, 2018.

After review of the proposals received, the selection committee recommends awarding pre-event contracts for debris removal services to Crowder Gulf and DRC Emergency Services. It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There are no up-front costs associated with this contract, and if the contract is activated following a declared disaster, the costs related to the contract are eligible for FEMA reimbursement

RECOMMENDATIONS

Staff recommends Council authorize the Mayor to execute pre-event contracts for debris management services to Crowder Gulf and DRC Emergency Services.

ATTACHMENTS

[RFP 2018-04 – Debris Management Services](#)

[Crowder Gulf Proposal](#)

[DRC Emergency Services Proposal](#)

**CITY OF FRIENDSWOOD
FRIENDSWOOD, TEXAS**



**REQUEST FOR PROPOSALS
DEBRIS MANAGEMENT SERVICES**

RFP: # 2018-04

SUBMISSION DEADLINE DATE	March 20, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335





REQUESTS FOR PROPOSALS (RFP)

DEBRIS MANAGEMENT SERVICES

RFP #2018-04

The City of Friendswood is now accepting sealed proposals for Debris Management Services.

DEADLINE

Sealed qualification submittals must be received by **2:00 p.m., CST, Tuesday, March 20, 2018.**

Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-04– Debris Management Services

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to Jeff Spears, Purchasing Coordinator, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.



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CITY OF FRIENDSWOOD

REQUEST FOR PROPOSALS #2018-04 DEBRIS MANAGEMENT SERVICES

A. INTRODUCTION

The City of Friendswood is soliciting proposals from qualified contractors for Debris Management Services. Debris as used in this document is defined as “scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property” and can be found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, page iii. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1. CLARIFICATION AND INTERPRETATION OF RFP

- a. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
- b. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

2. PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

B. BACKGROUND INFORMATION

1. The City serves an area of approximately 21 square miles with a population of 40,000.
2. The City is organized into ten (10) departments and provides a full range of municipal services to its citizens including fire and police protection, emergency medical services, animal control and municipal court facilities, water and sanitary sewer utilities, the construction of streets, drainage and other infrastructure, recreational activities, swimming pools and athletic fields, public library and other facilities used for various cultural and civic activities. The City utilizes the services of a contractor in order to provide solid waste collection services and residential recycling.
3. During a state of emergency, the Mayor works with the City Manager, Assistant City Manager, Emergency Management Coordinator, and all the City department directors coordinate the City's emergency response.
4. The City's approved location/landfill for final disposal of debris is the Hill Sand Company, Inc., Dixie Farm Road Landfill, 4649 Dixie Farm Road, Pearland TX 77581.

C. SCOPE OF WORK

1. GENERAL

The Contractor will provide the City with services designed to support debris management services and emergency management needs. The City, at its sole discretion, may expand the scope of services to include additional requirements. The City reserves the right to investigate, as it deems necessary to determine the financial resources and ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the contractors upon request. The work to be undertaken includes but is not limited to the following:

- a. **EMERGENCY ROAD CLEARANCE** – Removal of debris from the primary transportation routes as directed by the City.
- b. **DEBRIS REMOVAL FROM PUBLIC PROPERTY** – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- c. **TEMPORARY DEBRIS STAGING AND REDUCTION (TDSRS)** – the contractor will lease/own, prepare and maintain sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the City. At the City's discretion, owned rights-of-way or other entity owned property can be provided for temporary storage of debris.
- d. All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- e. **GENERATED HAZARDOUS WASTE ABATEMENT** – Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State, and local laws, standards and regulations.
- f. **DEBRIS REMOVAL** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other End User approved sites that meet local, State and Federal regulations for disposal, will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, and supported by scale and/or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
- g. **DOCUMENTATION AND INSPECTIONS** – Storm debris shall be subject to inspection by the City. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the TDSRS, and/or landfill, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor shall assist the City in preparing all Federal (FEMA) and State reports for any potential reimbursement. City employees shall review all documentation prior to submittal. The Contractor will work closely with the City of Friendswood, other City Contractors, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documentation appropriately address concerns of the likely

reimbursement agencies.

- h. **WORK AREAS** – The City will establish and approve all areas that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.
- i. **WHITE GOODS** – The Contractor may expect to encounter white goods available for disposal. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- j. **HAZARDOUS STUMPS** – The Contractor shall remove all stumps that are determined by the City to be hazardous to public access and as directed by the City. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- k. **FILL DIRT** – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.
- l. **DOCUMENTATION AND RECOVERY PROCESS** – The Contractor will provide the following assistance in addition to debris removal:
 - 1. Recovery process documentation – create recovery process documentation plan
 - 2. Maintain documentation of recovery process
 - 3. Provide written and oral status reports as requested to the City
 - 4. Review documentation for accuracy and quantity
 - 5. Assist in preparation of claim documentation
 - 6. Allow the City to document and identify all vehicles used in the debris removal process.
- m. **DSRS SITE RECLAMATION** – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the Contractor's "Debris Removal Operations Plan and Environmental Protection Plan".
- n. **PRIORITY OF WORK AREAS** – The City will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City.
- o. **WORKING HOURS** – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe, subject to City approval. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- p. **OTHER SERVICES** – The City requests that each potential contractor's proposal provide a complete list of additional services that can be provided in addition to debris removal.

2. **MOST FAVORABLE PRICING**

By submitting a response to this RFP, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the contractor's most favored customer for the same or substantially similar service.

a. **SCOPE OF WORK**
DEBRIS MANAGEMENT CONTRACT

The City is seeking a Firm to coordinate and conduct Emergency Debris Management Activities. This RFP includes several scopes of work or scenarios for which the awarded contract may be used. All proposals will be evaluated as to their appropriateness.

b. **SCOPE OF WORK NO. 1**
SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of **localized woody debris**. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

c. **SCOPE OF WORK NO. 2**
SMALL EVENT – WIDESPREAD OR CITY-WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described in section 1.0(n). The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

d. **SCOPE OF WORK NO. 3**
SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING - WOODY DEBRIS ONLY – WIDESPREAD OR CITY-WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind, mulch or burn) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

e. **SCOPE OF WORK NO. 4**
SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY-WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind, mulch, or burn woody debris; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

f. **SCOPE OF WORK NO. 5**

CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY-WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

g. **SCOPE OF SERVICES**

PROGRAM MANAGEMENT ASSISTANCE

The contractor may be called upon to provide Pre-event Training and assistance on eligibility, project worksheet development and debris management planning.

D. CONTRACT TERMS AND CONDITIONS

1. **GENERAL**

This contract is for a two (2) year initial term, with two (2) one-year renewal terms available, upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

In compliance with 20 CFR 200.321(b)(3), the City will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 20 CFR 200.321(b)(4), the City will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently- expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the City. Additionally, any "evergreen" renewal provisions contained in vendor-provided agreements to their proposal, beyond the five (5) year maximum term stated herein, will not be acceptable to the City. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

2. **INDEMNIFICATION**

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

3. **RELEASE**

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands,

and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

4. TERMINATION OF CONTRACT

The City of Friendswood reserves the right to terminate the contract, with 30 day written notice, in the event the awarded proposer performs any of the following prohibited practices, and violates these specifications:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. By the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By repeated instances of failing to respond in a timely manner to City complaints, issues, questions regarding the scope of work for this project - timely shall be construed to be within 8 business hours of any email or phone call related to the issue.
- f. By failing to make adequate arrangements for an emergency call.
- g. By providing substandard services, or work the City deems to be otherwise unacceptable.
- h. By the repeated occurrence of undesirable practices, it is agreed that there would be multiple dialogues with the subject vendor to identify remedy(s) prior to the initiation of any action to terminate.

Such termination is in addition to and not in lieu of any other remedies that the City may have in law or equity. Proposer, in submitting this proposal, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the proposer in default.

5. MANAGEMENT

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

E. INSTRUCTIONS TO BIDDERS

1. GENERAL

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions shall be disqualified without further consideration. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process.

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the City and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the City after the contract has been awarded, the City will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

The City of Friendswood requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. **IT IS REQUESTED THAT PROPOSALS BE LIMITED TO NO MORE THAN 25 PAGES, EXCLUDING RESUMES AND SAMPLE DOCUMENTS.** All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2. STATEMENT OF COMPLIANCE

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

3. TAB A – MANAGEMENT SUMMARY

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. **THE COVER LETTER AND ORGANIZATIONAL CHART SHALL BE LIMITED TO ONE (1) PAGE EACH.**

4. TAB B – PROPOSAL

Describe, in detail, how the service will be provided. The proposer shall address h of the scopes of work specified.

The proposer shall include the mobilization response time for each scope of work specified.

The proposer shall include a statement that they will meet all program standards as provided for in the City of Friendswood's Debris Management Plan.

The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

The proposer shall identify potential sites proposed for the TSDRS facilities and their respective acreage.

5. TAB C – CORPORATE EXPERIENCE AND CAPACITY

The proposer shall state the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis per work scope described in Section C., Scope of Work No. 5, Catastrophic Event.

6. TAB D – QUALIFICATIONS

The proposer shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

7. TAB E – REFERENCES

Provide at least five (5) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.

8. TAB F – PRICING

The proposer shall provide information relative to providing the services outlined herein. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. The City is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

9. TAB G – CONFLICT OF INTEREST

Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers. A copy of the form is attached and a complete text of the law is available at: City of Friendswood City Hall, Purchasing Department, 910 South Friendswood Drive, Friendswood, TX 77573 or at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Friendswood including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

ANY INFORMATION PROVIDED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATION PURPOSES ONLY. IF YOU HAVE CONCERNS ABOUT WHETHER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE APPLIES TO YOU OR THE MANNER IN WHICH YOU MUST COMPLY, YOU SHOULD CONSULT AN ATTORNEY.

10. TAB H – CERTIFICATION

See Page 11.

F. PROPOSAL EVALUATION PROCESS

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - a. **Management Summary – 5 %**
 - b. **Proposal – 40 %**
 - c. **Corporate experience and capacity – 20 %**
 - d. **Qualifications – 15 %**
 - e. **References – 5 %**
 - f. **Pricing – 15 %**
2. Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted.
3. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.





BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

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

BIDDER MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED IN ORDER TO VERIFY RECEIPT

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

BIDDER MUST FILL IN AND SIGN

Name of Firm/Company _____

Representative's Name _____

Representative's Title _____

Mailing Address _____

City, State, Zip _____

Phone & Fax Numbers _____

E-Mail Address _____

Authorized Signature _____

Date _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



TERMS AND CONDITIONS

1. MULTIPLE CONTRACTORS

The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City. In compliance with 20 CFR 200.321(b)(3), the City will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 20 CFR 200.321(b)(4), the City will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

2. DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

3. TAX EXEMPTION

The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

4. DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

5. EVALUATION PROCESS

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Code 252.043 (h)**. *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of Friendswood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

6. COSTS TO SUBMIT

The City of Friendswood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

7. **INSURANCE REQUIREMENTS**

- a. Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.
- b. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- c. **EMPLOYERS LIABILITY INSURANCE** protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- d. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- e. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- f. **PERFORMANCE BOND**
The city reserves the right to require a performance bond from any or all proposers awarded the contract related to this RFP. The performance bond requirement will be a point of discussion during contract negotiations.

8. **ADDENDA**

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Friendswood's Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://www.friendswood.com>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

9. **LATE PROPOSALS**

Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Friendswood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of Friendswood, City Hall, shall be the official time of receipt.

10. **ALTERING PROPOSALS**

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

11. AWARD

The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULT FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

12. CONFLICTING PROVISIONS

The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

13. PAYMENT PROVISIONS

The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

14. LIABILITY AND INDEMNITY

Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

15. CONFIDENTIALITY

Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

16. CONTRACTUAL LIMITATIONS PERIOD

Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

17. GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

18. CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

19. ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Friendswood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers.

By doing business or seeking to do business with the City of Friendswood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

20. PURCHASE ORDER

City of Friendswood may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Friendswood will not be responsible for any orders placed and/or delivered without a valid purchase order number.

21. DELIVERY

Any delivery and freight charges (FOB City of Friendswood designated location) are to be included in the proposal price.

22. INVOICES

Invoices submitted for payment shall be addressed to: City of Friendswood, Accounts Payable, 910 South Friendswood Drive, Friendswood, TX 77546, and shall reference the City of Friendswood approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

23. WARRANTY

Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

24. PATENTS/COPYRIGHTS

The successful respondent agrees to protect City of Friendswood from claims involving infringements of patents and/or copyrights.

25. TERMINATION OF CONTRACT

The City of Friendswood reserves the right to terminate the contract immediately in the event the successful respondent:

- a. Fails to complete project in a timely manner agreed upon by both parties;
- b. Otherwise fails to perform in accordance with this contract;
- c. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Friendswood may have in law or equity. Respondent, in submitting this proposal, agrees that City of Friendswood shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

26. TERMINATION FOR CONVENIENCE

The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

27. NOTICE

Any notice provided by this RFP or required by law to be given to the successful respondent by City of Friendswood shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Friendswood, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

28. ASSIGNMENT

The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Friendswood.

29. INTERLOCAL AGREEMENT

Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Friendswood.

30. CONTINGENCIES

Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.

31. WAGE RATES

In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project (if applicable to the contemplated work), if applicable. If, however, Federal funds are used, specified wage decisions will be provided at time of emergency event declaration.

32. SUBCONTRACTS

The prime contractor, if subcontracts are to be let, is required to take the affirmative steps listed below:

- a. place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. use 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.



CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Printed Name of Signatory

Signature and Date

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Printed Name of Signatory

Signature and Date

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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."

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

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.

Printed name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, _____, 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 _____ day of _____, 20__

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

Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

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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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Printed Name of Signatory

Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, _____ (Person name), the undersigned representative

of (Company or Business name) _____
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

Date

Signature of Company Representative

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE





CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____
Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



\$ PER CUBIC YARD

1. **ROW VEGETATIVE DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility. \$ _____
2. **ROW C&D DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible C&D debris on the TOW to an approved TDSRS or other designated disposal facility. \$ _____
3. **DEMOLITION, REMOVAL AND TRANSPORT OF ELIGIBLE STRUCTURES**
Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. \$ _____
4. **TSDR MANAGEMENT AND OPERATIONS**
Work consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris. \$ _____
5. **REDUCTION OF STORM GENERATED DEBRIS THROUGH GRINDING**
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding. \$ _____
6. **REDUCTION OF STORM GENERATED DEBRIS THROUGH AIR CURTAIN INCINERATION**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration. \$ _____
7. **REDUCTION OF STORM GENERATED DEBRIS THROUGH CONTROLLED OPEN BURNING**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning. \$ _____
8. **HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE**
Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility. \$ _____
9. **REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS**
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off. **\$ Per Tree**

6 inch to 12 inch diameter	\$ _____
13 inch to 24 inch diameter	\$ _____
25 inch to 36 inch diameter	\$ _____
37 inch to 48 inch diameter	\$ _____
49 inch and larger diameter	\$ _____
Hanger Removal (per tree)	\$ _____

Signature of Proposer



10. REMOVAL OF ELIGIBLE HAZARDOUS STUMPS

\$ PER STUMP

Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.

25 inch to 36 inch diameter

\$ _____

37 inch to 48 inch diameter

\$ _____

49 inch and larger diameter

\$ _____

11. ABANDONED ELIGIBLE VEHICLE REMOVAL

\$ PER UNIT

Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ _____

12. ABANDONED ELIGIBLE VESSEL REMOVAL

\$ PER LINEAR FOOT

Work consists of the removal of abandoned vessels **on land** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ _____

Work consists of the recovery of abandoned vessels **in water** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ _____

13. ELIGIBLE ANIMAL CARCASS REMOVAL AND DISPOSAL

\$ PER POUND

Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ _____

14. ROW WHITE GOODS DEBRIS REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.

\$ _____

15. FREON REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.

\$ _____

16. FILL DIRT

\$ PER CUBIC YARD

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.

\$ _____

17. E-WASTE REMOVAL

\$ PER UNIT

Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.

\$ _____

18. HOUSEHOLD HAZARDOUS WASTE REMOVAL

\$ PER LB.

Work consist of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.

\$ _____

Signature of Proposer



City of Friendswood, TX

RFP #2018-04

Debris Management Services

Tuesday, March 20, 2018 @ 2:00 pm



*CrowderGulf is committed to protecting
and preserving our environment.*

*As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO

5435 Business Parkway

Theodore, Alabama 36582

800-992-6207 Phone

251-459-7433 Fax

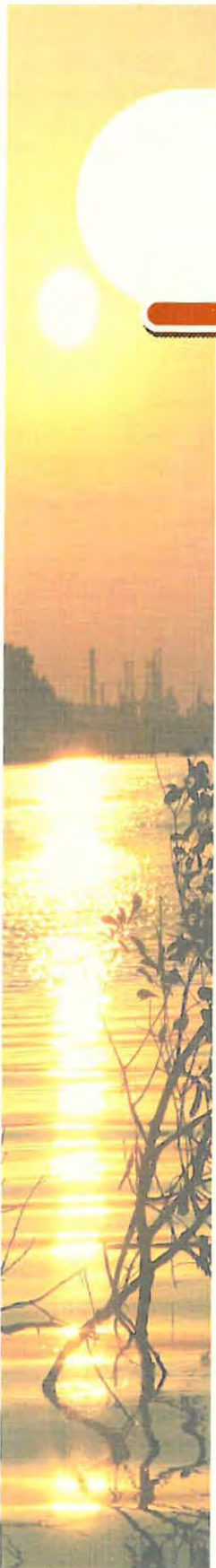
jramsay@crowdergulf.com

www.crowdergulf.com

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A vertical photograph on the left side of the page showing a bright sun setting or rising over a body of water. The sun is a large, glowing orb on the left, with its light reflecting in a shimmering path down the center of the water. The sky is a mix of orange and yellow, and the water's surface is textured with ripples and reflections. Some dark, leafless branches are visible in the foreground on the left.

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A vertical photograph on the left side of the page showing a bright sunset or sunrise over a body of water. The sun is low on the horizon, creating a strong reflection on the water's surface. Bare tree branches are visible in the foreground on the left.

A. Management Summary



TAB A. Management Summary

March 18, 2018

City of Friendswood
Attn: Melinda Welsh, City Secretary
910 South Friendswood Drive
Friendswood, TX 77546

Re: RFP No. 2018-04 Debris Management Services

CrowderGulf is pleased to respond and express our strong interest in continuing our relationship as the City of Friendswood's debris removal contractor. Please find attached our proposal in response to the City of Friendswood's Request for Proposal (RFP) referenced above and in accordance with the terms and conditions set forth in that request.

CrowderGulf is a national full-service debris management firm, with over forty-eight (48) years' experience in helping communities like the City of Friendswood recover from disasters. Having managed successful debris clean-up operations in sixteen (16) states, we have developed one of the most capable recovery management teams in the United States as well as a large cadre of experienced local and regional subcontractors who are also prepared to respond rapidly to the needs of the City. The completion of over three hundred (350) disaster recovery projects and success in removing, reducing and disposing of over two hundred and thirty-five million (250,000,000) cubic yards of debris is testament to our ability to meet the scope of work established by the City.

Primary	Theodore, Alabama
Satellite Offices	Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, FL Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas

CrowderGulf is committed to and experienced in being in full compliance with all FEMA regulations, as well as, State and Local requirements. Our team of highly trained debris experts can assist clients with all aspects of the debris process. We are proud to have on staff Texas residents, **Buddy Young, former Director of FEMA Region VI and Gary Jones, former Deputy Regional Director FEMA Region VI**. They provide expertise on FEMA requirements, procedures and paperwork and assist our customers in negotiating FEMA's policies and procedures.

CrowderGulf is also committed to responding to any event, regardless of size or type, with utmost promptness. We will have a senior management representative on site and coordinating with City representatives to expedite debris removal plans upon notification of need. We will have manpower, equipment and other assets on site in accordance with the requests of the City's Task Order/Notice to Proceed along with our large cadre of experienced local and regional subcontractors who stand ready with us to respond.

We have been honored to have been the **City's debris removal contractor since 2002** and our most recent work after Hurricane Harvey illustrates our continued commitment to the City. We appreciate the opportunity to continue to work with the City of Friendswood and its residents and to submit this proposal assuring you that our professional disaster debris team will continue to exceed the expectations of the City. As the President and Chief Executive Officer of CrowderGulf, I have the authority to bind the company in all transactions relative to the award of this RFP. In addition, Ashley Ramsay-Naile, Senior Vice President & Chief Operating Officer, also has the authority to bind the company.

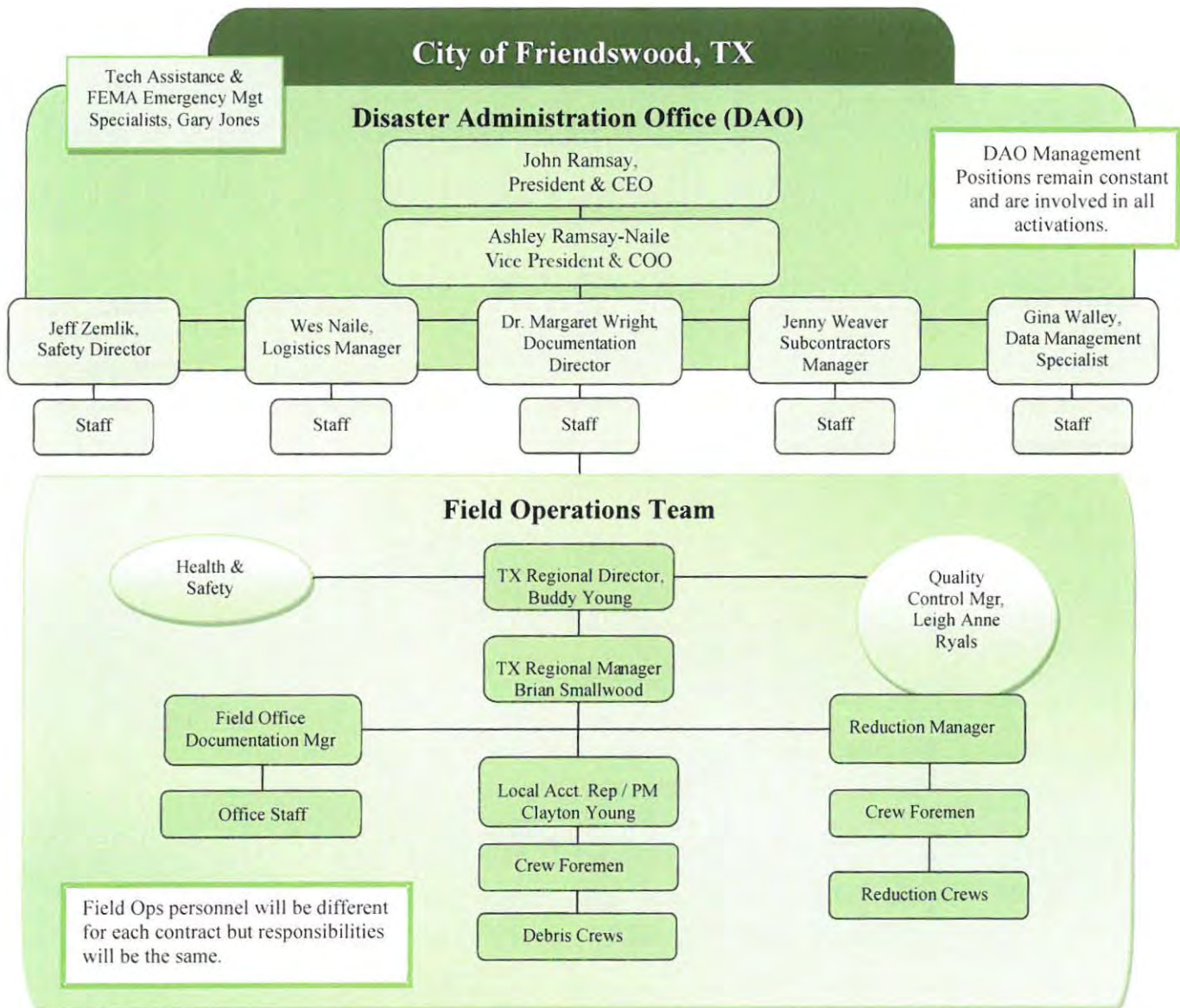
If you have any questions, comments or require additional information, please do not hesitate to contact us.

Best Regards,

John Ramsay
President & CEO

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



B. Proposal

TAB B. Proposal

Scope of Work Scenarios

CrowderGulf is extremely experienced and capable of handling all of the potential scenarios addressed in this section. Our Disaster Debris Management Plan describes steps that will be taken with each of these scenarios. Depending on the size and severity of the disaster, we have the ability to increase forces as needed to meet specific needs and requirements. Some responses may require only a few small crews consisting primarily of skilled chainsaw operators. On the other hand, CrowderGulf has conducted debris management situations involving over 58 contracts simultaneously, that required more than 91 DMSs, over 3,000 employees, over 1,000 pieces of equipment and millions of cubic yards of debris. Whether managing debris recovery from spot jobs or a catastrophic event, CrowderGulf is prepared to assist the City of Friendswood with all aspects of their debris management projects from the planning stages through FEMA reimbursement.

The following scenarios and response plans are provided as examples of CrowderGulf's ability to respond to any disaster with the appropriate commitment of human and physical resources:

SCENARIO 1. SPOT JOBS – LOCALIZED

For this type of event, CrowderGulf will use its local resources to meet the City's project needs. Regardless of the scope of work we will provide experienced managers with the proper equipment and necessary resources needed by the City. If required, we will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within 24 hours of a Notice to Proceed (NTP). An experienced Project Manager will arrive on scene within 12 hours of notification of need and begin a damage assessment as directed by the City. Damage assessment will include documentation in the form of photographs, video and project sectoring / mapping. Based on the damage assessment, the Project Manager, in consultation with the City's Debris Manager, will prepare a response plan delineating specific equipment and personnel needs to accomplish the City's objectives. Depending on the scope of work in this scenario, the response plan will be complete and ready for City approval within 12-24 hours. Based on preliminary discussions with the City and the City's approval of the response plan CrowderGulf's Project Manager, will mobilize crews with appropriate equipment to accomplish the work in a timely and orderly manner. If hauling is required, our Project Manager will coordinate with the City and their monitoring company to measure debris hauling trucks and ensure that all documentation requirements are met for each load of debris.

Field Supervisors, quality control and safety personnel will oversee and document each work site and provide close coordination between the field work and the City & Monitoring Firm. CrowderGulf's Project Manager will provide status reports to the City. All of CrowderGulf's debris removal efforts will be documented daily and available to the City to review via a secure website. This type of transparency and accountability enables the City to remain informed of disaster expenditures and the efficiency of the debris removal process.

There may be as few as one to two crews assigned or a multitude of teams assembled as determined by the Project Manager and the City representative during the preliminary damage assessment. Depending on the need and specific tasks, each crew may consist of the following:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, and flaggers with transport vehicles
- Three – five 16 to 20 cubic yard capacity dump trucks and/or two to four 35- 55 cy self-loading trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- If needed, a minimum of one professional Arborist and at least one-two crews of Tree Removal Specialists to assist in tree and limb removal and stabilization projects. Tree crews will use their expertise in stabilizing and or removing hazardous trees utilizing specialized equipment and proven techniques.

Depending on the amount of damage throughout the 21 square miles of the City and the direction given by the City to CrowderGulf, crews may simultaneously begin removal efforts in different areas of the City to augment City crews and remove the debris as quickly as possible. This effort will demonstrate a presence throughout the City and enhance overall citizen satisfaction. Pending approval of the City, CrowderGulf will operate debris loading and hauling during daylight hours, seven (7) days a week.

Actual Examples

CrowderGulf has successfully completed many jobs with a similar scope of work as described in Scenario 1. In 2015, the City activated CrowderGulf to help recover from a tornado that impacted part of Friendswood. CrowderGulf removed approximately 9000 cubic yards of debris in 7 days with 145 loads hauled directly to the final disposal. Another example includes two 2015 activations in Corpus Christi, TX, to help the City recover after flooding and high wind events. These activations involved removal and hauling vegetative & C&D debris to final disposal.

In Edenton, NC, after Hurricane Irene in August 2011, damage consisted of vegetative debris only. The town used their own resources to remove some of the debris. They activated CrowderGulf when they exceeded their capacity to complete the cleanup. CrowderGulf used two crews with hauling and leaner/hanger capabilities to remove 3,255 cubic yards of debris in 5 days. CrowderGulf reduced and disposed of the debris. In addition, the City contracted CrowderGulf to reduce and dispose of the debris picked up by their City trucks. Over the duration of the project, we ground and disposed of 8,635 cubic yards of vegetative debris.

Documentation

Typically, this type of work may begin during the "emergency clearance" phase of an event in which a formal declaration may not have been made or when a client does some of the initial cleanup work but wants to finish within a short timeframe. Regardless of the size, type or timing of the work, it is critical to collect and maintain accurate documentation of damages and of recovery work. Throughout the project, CrowderGulf will document all work in compliance with the Public Assistance Program and Policy Guide (incorporating **FEMA 325**) regulations. Our documentation may include; before and after photographs of the damaged areas to include aerial photos taken by drone, maps, and if the tasks require, indemnification agreements for work involving private property.

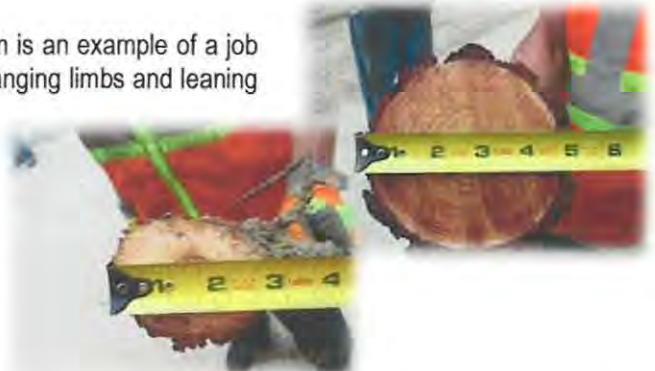
All hours, equipment and materials will be documented daily on forms consistent with FEMA requirements and be compatible with the City's capabilities for downloading and accessibility. These forms will be validated at the close of each day by Field Supervisors and the Project Manager, and the City's Debris Manager/representative to gauge the progress and plan for continued debris removal efforts. All documentation will be reviewed and reconciled with the City and or their monitoring contractor prior to invoicing. In the event that hauling is required, truck certification forms and load tickets will be utilized, reviewed and double checked for accuracy and legibility. All documentation will be maintained by CrowderGulf for 7-10 years.

Alternative Procedure Federal Cost Share	
Debris Removal Work (Days from Start of Incident Period)	Federal Cost Share
0-30	85%
31-90	80%
91-180	75%
Federal dollars will NOT be provided for debris removal after 180 days (unless an extension is granted by FEMA)	

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees who choose to take advantage of all or only parts of the program. CrowderGulf management includes previous FEMA Regional Directors and numerous debris specialists that are very knowledgeable in working within the guidelines of FEMA's Public Assistance program. They are experienced and available in assisting clients in taking advantage of the alternate procedures in the Pilot program in order to expedite debris removal and receive additional reimbursement.

CrowderGulf can assist the City of Friendswood by establishing removal priorities, augmenting their crews to expedite debris removal, and establishing accelerated debris removal schedules. CrowderGulf will meet and or exceed the expectations of the City and will aid in establishing clear objectives while providing a safe working environment for all workers and the traveling public.

CrowderGulf's work for Berkeley County, SC after the 2014 ice storm is an example of a job requiring specific, detailed documentation, and involving removing hanging limbs and leaning trees, hauling and disposal of the resulting vegetative debris. During this project, hanging limbs were removed from over **19,000** trees which produced **179,300** cubic yards of vegetative debris that was removed and taken directly to the disposal site. This work utilized 9 tree crews and 9 hauling crews consisting of 19 debris hauling trucks, and was completed in a little over two months.



SCENARIO 2. SMALL EVENT – WIDESPREAD OR CITYWIDE

Response

All procedures that are included in the previous Scenario will also apply to Scenario 2. In addition, our resources will be provided in greater quantities and we will stage the necessary equipment in or near the City at pre-determined locations identified during our site visits (During Ice Storm Pax, CrowderGulf utilized the parking lot of a local shopping center). If requested, we will have a project manager present in the City's Emergency Operation Facility prior to the event. After conducting a damage assessment, CrowderGulf will start its forces in numerous areas throughout the City. A representation of a kickoff for this type of event could include 4-8 debris trucks and 3 or more tree crews with bucket trucks for removing leaners and hangers.

During this event, the Project Manager will coordinate with the City to address recycling goals and objectives and discuss the reimbursement opportunities afforded to the City for recycling under the Public Assistance Pilot Program. It may be determined a Debris Management Site (DMS) is needed to facilitate debris removal and meet recycling goals. In order for debris hauled to a DMS to be FEMA eligible for reimbursement it must be reduced before hauling to final disposal. Debris brought to a DMS facility will be sorted to remove recyclable materials and materials not suitable for reuse. The materials not re-useable will be reduced (either by grinding or as directed by the City) or can be taken to an approved final disposal facility.

Whether CrowderGulf provides the DMS facility or utilizes pre-existing sites, our goal will be to have the DMS fully functional within 48 hours of a NTP. Each DMS site will be photographed and soil testing (if required) and monitoring will be performed throughout the use of the site facility. Land use development will include roads for safe ingress, and egress, proper segregation of materials, construction of monitoring towers and/or other necessary facilities. Staffing for the DMS will include a site manager, a segregation crew which consists of one foreman, one equipment operator, two laborers and a skid steer, safety personnel and tower monitors. The Project Manager along with our Reduction Specialist and Safety Coordinator will develop site specific plans for each DMS facility. These plans will include site layout, copies of any necessary permits and land use agreements as well as the site specific safety and environmental plan. At the completion of the project, all remaining debris will be removed and either taken to a recycle facility or for final disposal. Land used for the DMS will be returned to its original condition and the City will be provided with all necessary documentation on the site reclamation.

All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

CrowderGulf's Debris Operations Plan provided in this proposal outlines specific details of both response and recovery field operations, from mobilization through documentation.

Actual Examples

Early in 2015, the City of Raleigh, NC, activated the pre-event contract and called on CrowderGulf to assist the City's resources in debris removal operations within the City. Our Project Manager, Nick Pratt, assisted the City with preliminary assessment and immediately mobilized equipment and resources to the area to begin debris removal operations. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

After 2011, Hurricane Irene, CrowderGulf was activated by Newport News, VA, to conduct debris operations. As part of our normal operating procedures, after an initial damage assessment, we began working simultaneously in all eight areas of the City that were damaged. This approach helped residents see that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with 20 trucks in three weeks and reduced the debris by grinding at a City-owned property where CrowderGulf developed a DMS. At the end of the project, this property was returned to its original condition at no extra cost to the City of Newport News

The reduced debris from this project was recycled as much as possible by giving it to private residents, using it at the City's compost site, and by taking it to paper mills within the area. The remainder was taken to the final disposal site where much of it was used as a cover within the landfill. All of this work was carefully documented to ensure FEMA reimbursement.

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program - Recycling

CrowderGulf's President, John Ramsay, utilizes his degree in Agriculture and his many years of experience in agronomy, tree farming and debris management to assist our clients in identifying recycle opportunities, providing consumers for recyclables and developing innovative solutions to recycling challenges. In addition, our Company has developed a debris specific accounting system to track individual and specialized project costs. This system allows for reliable documentation to our clients for reimbursement. Many of our Clients have recycling plans for their community that outline specific goals and objectives. CrowderGulf will work with our clients to assist in meeting designated initiatives whenever possible. Upon contract activation, our team will work with our client to identify all potential recycling opportunities.

SCENARIO 3. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING WOODY DEBRIS ONLY – WIDESPREAD OR CITYWIDE

Response

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one DMS, depending on how widespread the damage may be. Depending on the details of each site, reduction may be done by burning, grinding or both, depending on the City of Friendswood's desired method of reduction. Each site will operate independently and have its own manpower and equipment (as described in Scenario 2). In addition, several pieces of heavy equipment, grinders and or air curtain incinerators with operators may be added to the DMS. Flaggers will be used at the entrance and exit points to assist with traffic control into and out of the facility. The DMS will be fully functional within 48 hours of a NTP and reduction by grinding or burning will start within 72 hours of receiving debris. As with Scenario 2, debris will be removed and properly disposed at designated facilities and plans, testing and site documentation will be administered. Any damage to the DMS would be remediated at the completion of the project. All cleanup operations will be documented in accordance with FEMA and City requirements and in accordance with environmental regulations.

All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

ACTUAL EXAMPLES

This type of event is similar to the operation we successfully completed recently in Rocky Mt., NC, after Hurricane Irene. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced debris by grinding and hauled 66,110 cubic yards to a disposal site.

SCENARIO 4. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING MIXED DEBRIS - WIDESPREAD OR CITYWIDE

Response

In addition to all the procedures and resources included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its TDSRS (If the City wishes to separate the debris vs a direct haul to final disposal). A typical segregation crew may consist of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional debris removal crews can be deployed to begin work with 48 hours of the NTP.

Actual Example

Hurricane Harvey struck the Southern Texas Coast on August 25, 2018 and unlike many past hurricanes, Harvey did not move quickly. After its initial landfall, it stalled over Southeast Texas for quite some time. The typical damages caused by strong hurricane force winds were swiftly surmounted by the damages caused by the unprecedented and overwhelming rain amounts that fell on Southeast Texas inclusive of the City of Friendswood. Over the next three days, the Lone Star state experienced a torrential downpour, some areas even experienced over 60" of rainfall in just a few days making Hurricane Harvey easily one the wettest storms ever recorded in the continental United States.

Having worked in Friendswood on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and the knowledgeable personnel who worked there. The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting. CrowderGulf met with the City staff the same day to discuss a notice to proceed, mobilization and the start date. Brian Smallwood, Texas Regional Manager for CrowderGulf, along with Terry Byrd, Friendswood Emergency Management Coordinator & Fire Marshall and Brian Mansfield, Deputy Director of Emergency Management established a goal to start operations on September 6th to remove and dispose of debris from the estimated 3,000 homes that were flooded. The City requested all operations be complete within 180 days. CrowderGulf quickly mobilized the necessary resources and started on September 6th as requested by the City. All disaster debris management operations were monitored by TetraTech. The debris was directly hauled to the Dixie Farm Road Landfill. Overall, CrowderGulf removed and disposed of over 135,000 cubic yards of debris from the 21.7 square miles of land that's occupied by the 35,000 residents of Friendswood, TX.

SCENARIO 5. CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITYWIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process). CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the City and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the City with public notices via radio, newspaper and TV, if requested.

Actual Example

After Hurricane Harvey, in September of 2017, CrowderGulf crews removed and reduced 2,006,840 cubic yards of debris from Aransas County, Texas rights-of-ways. The overall cost to Aransas was \$24,406,652. An Emergency PUSH operation was not conducted by CrowderGulf for this activation however, CrowderGulf assisted the County in the removal and disposal of mixed vegetative and construction and demolition materials. This material had to be segregated and hauled to the proper facility for disposal. CrowderGulf removed, transported and disposed of 14,938 leaners/hangers, 6,039 white goods and 22,760 lbs of HHW. Debris was reduced by grinding at three separate sites.

CrowderGulf's Debris Operations Plan provided in this proposal outlines specific details of both response and recovery field operations from mobilization through documentation.

SCENARIO 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY WIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have resources on the ground within twenty-four (24) hours for the emergency PUSH procedure. Hundreds of trucks will be working within 48 hours of establishing an approved recovery plan. The City will be sectioned and crews assigned to each damaged area so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team will assist the City with public notices via radio, newspaper and TV, if requested.

Actual Example

Polk County, FL experienced a Scenario 5 event after Hurricane Irma in 2017. CrowderGulf removed 2,370,172 cubic yards from Polk County alone, in just a few months' time. The damage from the hurricane was spread throughout numerous counties in FL and required significant resources to be deployed quickly. CrowderGulf had tremendous success in the recovery effort and holds valued relationships with all the communities affected. Overall we removed, reduced and disposed of 10,984,801 cubic yards of debris in Florida alone after Irma all the while, working in the State of Texas to complete the removal and disposal of 5,113,917 cubic yards of debris for 26 contract activations following Hurricane Harvey.

SCENARIO 7: CATASTROPHIC EVENT – TOTAL MANAGEMENT – CITYWIDE

Response

A No. 7 Catastrophic Event inclusive of total management citywide is one of great measure and tremendous need for pre planning. Very large storms are accountable for extreme damages and the cleanup operations typically last for several months. CrowderGulf has vast experience with these type events and currently has full time senior personnel on staff with specific experience in large scale debris removal operations. These will be the same senior managers who conduct the yearly free pre-planning and training meetings in which the City will define the issues of importance such as required response times, pre-positioned equipment staging locations, critical emergency routes and potential TDRS locations. Numerous debris sites will be established and several senior project managers and debris reduction managers for CrowderGulf will be on staff to provide necessary supervision for such a large scale operation.

CrowderGulf will set up a field office to handle all documentation and if necessary its mobile command center for use by our team and the City. All tickets and other documentation will be scanned and entered into our database daily. Our documentation team will work closely with the City or representative to reconcile data for invoicing. All CrowderGulf employees shown in the organizational chart will be activated and involved in a large disaster recovery project. All work will be conducted and documented in compliance with all FEMA regulations.

Actual Example

After Hurricane Ike in 2008, CrowderGulf established 25 TDSRS for over 35 contract activations. For several months, we pushed hard to remove debris as fast as possible from the numerous counties and cities throughout Texas and its Coast. We managed, hauled, reduced and disposed of debris from ROW, ROE and waterways. Included were vegetative debris, construction and demolition debris, white goods, tires and abandoned vehicles and vessels. Disaster generated debris was also removed from 25 miles of protected levees and 5 miles of ship channel. We cleaned the beaches and constructed berm to return the areas to normalcy for the communities. Debris was reduced by both grinding and burning and overall we removed in excess of 10,000,000 cubic yards of debris totaling over \$168,000,000 in FEMA reimbursement.

Accurate and detailed documentation is crucial to successfully obtaining federal reimbursement. CrowderGulf personnel worked closely with all clients to ensure that over 200,000 debris tickets generated after Hurricane Ike were reconciled and invoices were accurate. This greatly assisted clients in achieving federal reimbursement from FEMA. CrowderGulf did not receive any payments until six months into the project. However, because of CrowderGulf's financial backing and stability, all subcontractors were paid weekly throughout the projects.

Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Friendswood. The CrowderGulf call-down list will be activated. Field Project Managers and Field Supervisors will be notified and readied for deployment. Additional communication devices and deployment supplies will be distributed to personnel.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning.

Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within twenty-four hours of receiving the NTP, CrowderGulf management team will be deployed to work on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall be determined by the NTP and reduction and disposal operations shall commence as soon as emergency push is complete and in accordance with the City's Notice to Proceed.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If the CrowderGulf Team makes decision that it is needed, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines

CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. Upon request, we will furnish key City personnel with our system radios.

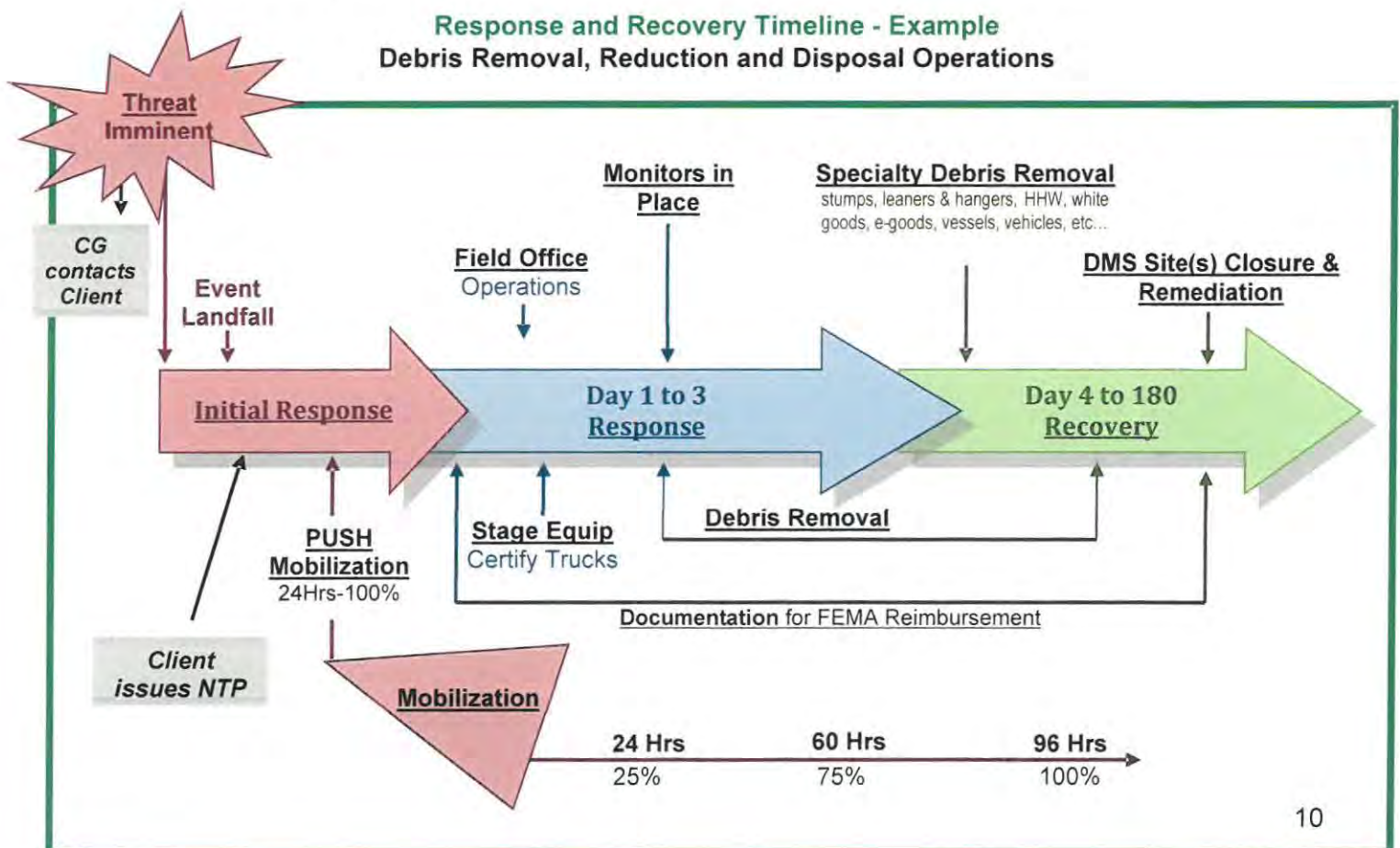
Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Mobilization Parameters

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center **24** hours prior to a predicted disaster event or upon receiving notification of pending activation.
- Providing an Operations Manager/ team to assist in planning for the operation and mobilization of personnel and equipment necessary to perform the work.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") **within 24 hours of NTP if requested by the City.**
- Being fully operational for **hauling, sorting, and storing of debris within 48 hours of initial NTP.**
- **Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.**
- Maintaining full operational capability, **24 hours per day, 7 days per week for an extended period of time.**
- **Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.**
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within **180 days from initial NTP.**

Response and Recovery Timeline - Example Debris Removal, Reduction and Disposal Operations



Principles of Project Management - Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA's Public Assistance Program and Police Guideline (incorporating FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies. In addition, CrowderGulf will meet all program standards as provided for in the City's Debris Management Plan.

Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Assigned Truck Number' (00100), 'Truck Make', 'Truck Model', 'Truck Year', 'Truck Color', 'Truck Weight', 'Truck Capacity', 'Truck Operator', 'Truck License', 'Truck Insurance', 'Truck Safety', 'Truck Inspection', 'Truck Certification', 'Truck Signature', 'Truck Date', 'Truck Location', 'Truck Status', 'Truck Notes', 'Truck Remarks', 'Truck Comments', 'Truck Actions', 'Truck Alerts', 'Truck Warnings', 'Truck Errors', 'Truck Messages', 'Truck Notifications', 'Truck Updates', 'Truck Changes', 'Truck Deletes', 'Truck Archives', 'Truck Restores', 'Truck Recovers', 'Truck Deletes', 'Truck Restores', 'Truck Recovers'. To the right of the form is a blue 'Capacity Certification Placard' with 'TRUCK NO. 49993' and 'CUBIC YARDS 30'.

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

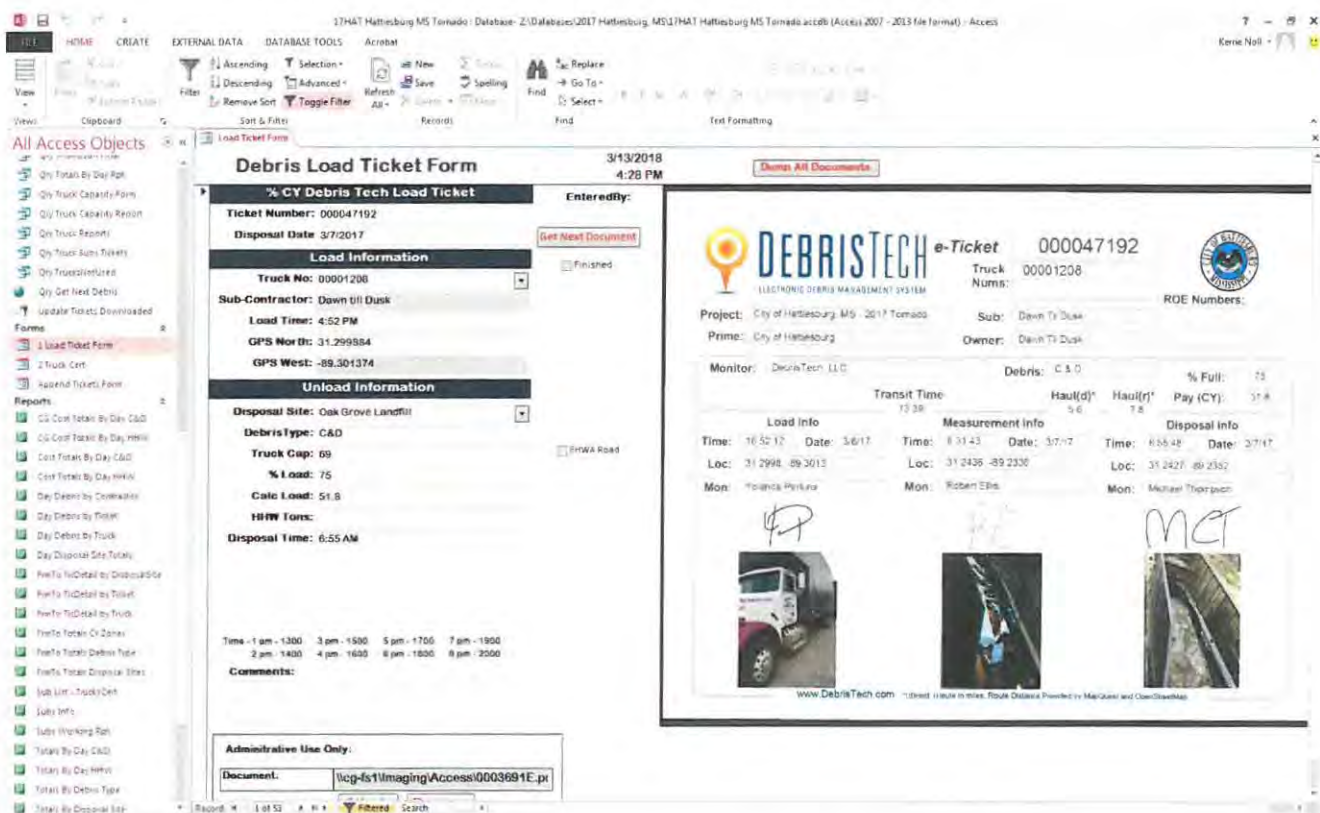
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface. On the left is a sidebar with 'All Access Objects' including various queries and reports. The main window is titled 'Debris Load Ticket Form' and shows a form for ticket 000047192. The form includes sections for 'Load Information' (Truck No: 00001208, Sub-Contractor: Down Tr Dusk, Load Time: 4:52 PM, GPS North: 31.299884, GPS West: -89.301374) and 'Unload Information' (Disposal Site: Oak Grove Landfill, Debris Type: C&D, Truck Cap: 69, % Load: 75, Cate Load: 51.8, HWY Tons: 6.55 AM, Disposal Time: 6:55 AM). To the right of the form is a 'DebrisTech e-Ticket' for the same ticket number, showing project details, transit time, haul information, and disposal info. The e-ticket also includes three photographs of the debris removal process.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

DATE	TOWN #	DEBRIS TYPE	DRIVEN TO	TOWN #	CUBIC YD	% C&D	C&D CT
8/6/2011	8104100	C&D	Stump Point	203084	48.00	55	26.58
8/6/2011	8104106	C&D	Stump Point	203084	48.00	60	28.80
8/6/2011	8104274	Vegetative	Stump Point	203078	72.00	85	61.20
8/6/2011	8104275	Vegetative	Stump Point	203078	58.00	85	50.35
8/6/2011	8104276	Vegetative	Stump Point	203078	58.00	70	40.60
8/6/2011	8104277	Vegetative	Stump Point	203080	48.00	70	33.60
8/6/2011	8104278	C&D	Stump Point	203077	53.00	70	37.10
8/6/2011	8104279	Vegetative	Stump Point	203078	48.00	70	33.60
8/6/2011	8104280	Vegetative	Stump Point	203077	53.00	70	37.10
8/6/2011	8104281	Vegetative	Stump Point	203078	48.00	70	33.60
8/6/2011	8104282	Vegetative	Stump Point	203077	53.00	70	37.10
8/6/2011	8104283	Vegetative	Stump Point	203078	48.00	70	33.60
8/6/2011	8104284	Vegetative	Stump Point	203077	53.00	70	37.10
8/6/2011	8104285	Vegetative	Stump Point	203078	48.00	70	33.60
8/6/2011	8104286	C&D	Stump Point	203078	48.00	65	31.20
8/6/2011	8104287	C&D	Stump Point	203077	53.00	55	29.15
8/6/2011	8104288	C&D	Stump Point	203080	50.00	85	42.50
8/6/2011	8104289	C&D	Stump Point	203084	48.00	85	40.80
8/6/2011	8104290	C&D	Stump Point	203083	50.00	75	37.50
8/6/2011	8104291	C&D	Stump Point	203084	48.00	80	38.40
8/6/2011	8104292	Vegetative	Stump Point	203083	50.00	70	35.00
8/6/2011	8104293	Vegetative	Stump Point	203084	48.00	65	31.20

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.

Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

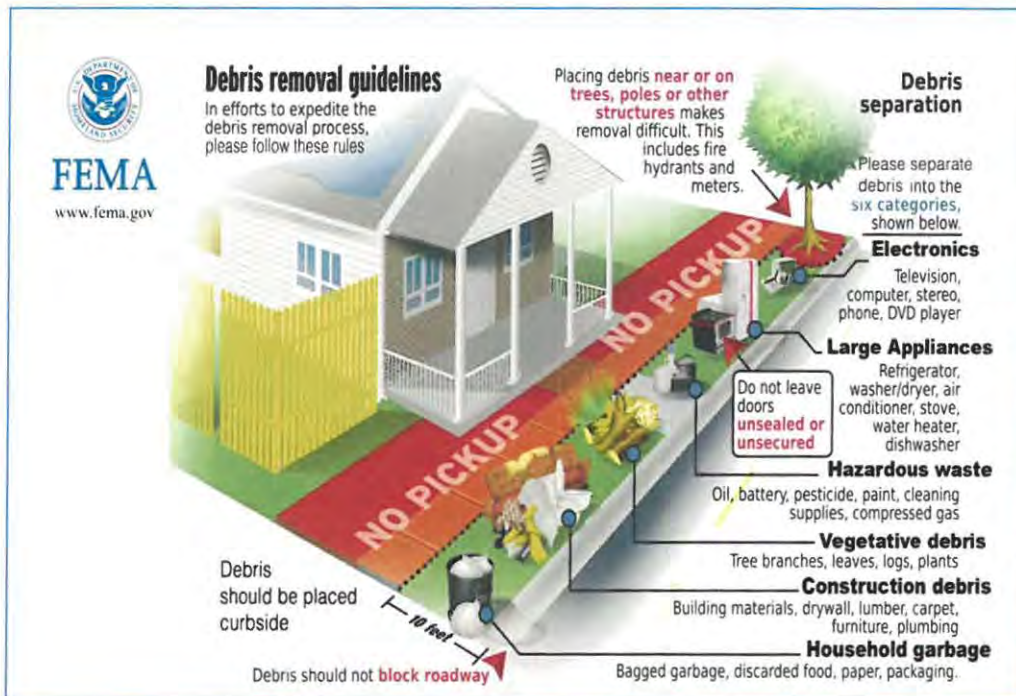
Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Texas Commission on Environmental Quality
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Texas Department of Health
- Texas Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalities) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot program initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program in order to expedite debris removal and receive additional reimbursement. CrowderGulf can assist our clients in the following way:



SRIA Program Incentives for Subgrantees

The Pilot program authorizes an increased federal cost share for the collection, hauling processing, and disposal of debris. When approved by FEMA, the **Accelerated Debris Removal Program provides Increased Federal Cost Share (Sliding Scale) for High impact incidents that meet the following criteria: High Concentration of localized damage; large quantities of debris (over 20 million or 1.5 million cubic yards) and disasters declared very soon after the incident (within 8 days) to incentivize rapid debris removal.**

Alternative Procedure Federal Cost Share

Debris Removal Work (Days from Start of Incident Period)	Federal Cost Share
0-30	85%
31-90	80%
91-180	75%
Federal dollars will NOT be provided for debris removal after 180 days (unless an extension is granted by FEMA)	

CrowderGulf's Capabilities and Commitment to Clients (subgrantees)

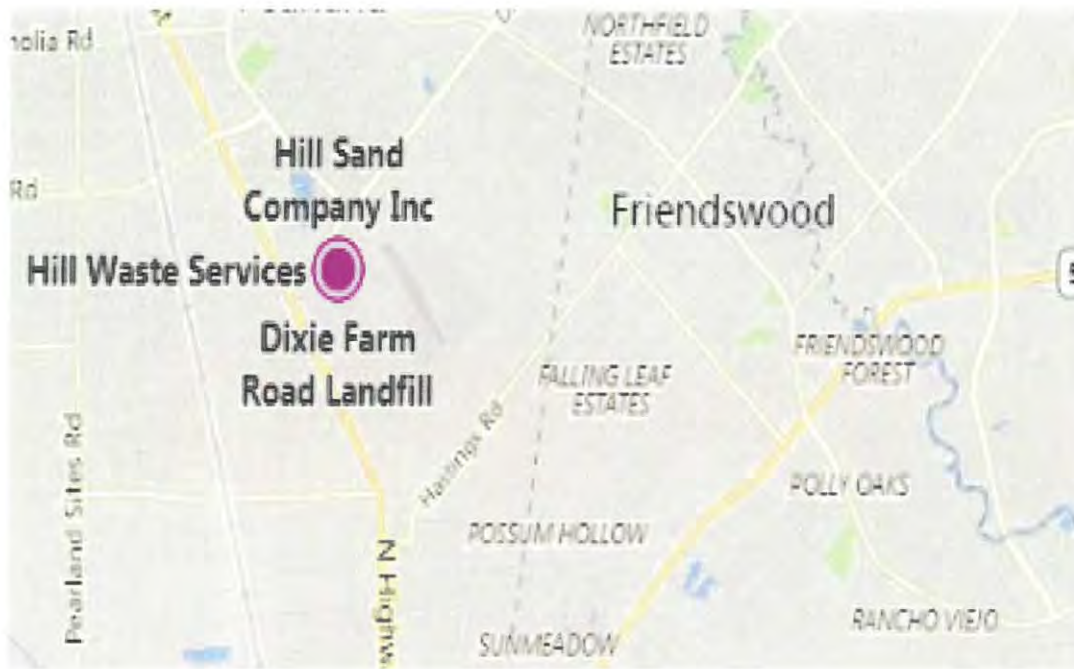
- Assisting with debris segregation information for dissemination to the public**
 Providing segregation information to citizens helps to educate them on the proper way to separate and place debris at curbside. Proper segregation will speed removal and help prevent incidents due to downed power lines and hydrant and mailbox destruction.
 (See graphic below.)
- Provide public notifications and schedules for debris removal**
 Alerting citizens of removal schedules provides them planning information they need for placement of debris at curbside. It can also be a good reminder for citizens to bring debris to curbside for prompt removal.
- Adding additional crews and equipment**
 Working with our clients to establish removal priorities and development of an accelerated debris schedule allows CrowderGulf to meet the removal expectations of our client and aids in establishing clear objectives while providing a safe working environment for workers and the traveling public.

*Recently performed for Liberty County, GA - Hurricane Matthew
And Dorchester County, SC - Ice Storm

<i>SRIA Program Incentives for Subgrantees</i>	<i>CrowderGulf's Capabilities and Commitment to Clients (subgrantees)</i>
<u>Recycling</u> Subgrantees/municipality may retain revenues received through recycling eligible disaster debris. The subgrantee shall provide the grantee/state written notification of the revenue received as part of its final accounting of actual costs. The accounting shall include the following: • completion date of debris removal • description of the quantity and types of debris recycled • cost for processing debris for recycling The grantee/state will forward this information to FEMA in the accounting of the final project costs. Costs for managing, processing and additional sorting as part of the debris recycling for this program cannot be claimed by the subgrantees (counties/municipalities). The revenue from the debris recycling can only be used for the approved project purposes as outlined in <i>FEMA Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal (version 2) dated June 27, 2014.</i>	• CrowderGulf's President, John Ramsay utilizes his degrees in Agriculture and his many years of experience in agronomy, tree farming and debris management to assist our clients in identifying recycle opportunities, providing consumers for recyclables and developing innovative solutions to recycling challenges. In addition, our Company has developed a debris specific accounting system to track individual and specialized project costs. This system allows for reliable documentation to our clients for reimbursement. Upon contract award, our team will work with the County to establish recycling goals and objectives. <u>Examples of Innovative recycling practices performed by CrowderGulf in past disaster events:</u> • During Hurricane Isabel, when damaged areas were saturated with residual woodchips, CrowderGulf found consumers overseas as part of the Kyoto International Treaty, that paid for the chips. These chips were used in place of coal for electricity generation. The chips were loaded on barges and shipped overseas to Turkey and Italy. • For another Client, CrowderGulf found farmers that would take the residual (tested and approved) ash for use in their planting fields. The concentration of phosphorus in pot ash and the nutrients found within, were of greater benefit and more economical to area farmers than the high cost of fertilizer for their crops. By donating the ash to the area farmers, it reduced the need for final disposal / tipping fees and provided a needed benefit to area farmers which saw a better return on their crops for several years. • After Hurricane Ivan, CrowderGulf transported downed trees to saw mills transforming them into lumber for re-sale. Much of the lumber was re-introduced into the community for re-building following the devastating Category 3 hurricane. • After every major storm since 2003, CrowderGulf identified manufacturing plants that would use clean chips for bio-fuel. Chips were used in various plants in Florida, Louisiana, Texas and Virginia.
<i>SRIA Program Incentives for Subgrantees</i>	<i>CrowderGulf's Capabilities and Commitment to Clients(subgrantees)</i>
<u>Straight Time and Force Account Labor:</u> When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.
<u>Debris Management Plan Procedure:</u> If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time <u>2%</u> federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.

Potential Temporary Staging Debris Reduction Site (TDSRS/DMS) Facilities

During Hurricane Harvey, the CrowderGulf Team found it beneficial to direct haul materials directly to Dixie Farm Road Landfill (Hill Sand Company, Inc.) Debris removal and disposal was expedited by choosing direct haul rather than staging and reduction. In the event CrowderGulf would need to locate areas for potential debris reduction sites, the assigned Project Manager would work with the City to first, examine potential City sites and if none were deemed usable, CrowderGulf would secure private land lease agreements. In the event this option prevails, CrowderGulf would secure all necessary permits and perform all baseline and soil testing prior to and immediately following land use. All DMS facilities will be returned to pre-existing conditions at project completion.



A vertical strip on the left side of the page showing a sunset over water, with the sun low on the horizon and its reflection visible in the water. Bare tree branches are in the foreground.

C. Corporate Experience and Capacity

TAB C. Corporate Experience and Capacity

Over Forty-eight Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **350 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 250 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality, the Texas Department of Health, and the Texas Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City of Friendswood with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract. **CrowderGulf currently employs 50 full-time debris management employees. The Disaster Administration Office is located in Theodore, AL. We have satellite offices in Texas, Florida, North Carolina, South Carolina, and Mississippi. The DAO would be handling all of the City's paperwork and our offices in Denton and Austin would be the local Texas Offices.**

CrowderGulf Services Available to the City of Friendswood

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City of Friendswood. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City of Friendswood are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

ROW & ROE Debris Removal

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor.

CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.

Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Public Relations

CrowderGulf can provide assistance with the development and dissemination of press releases relative to debris pick-up operations. Damage Claims by Citizens resulting from CrowderGulf operations are provided a timely and amicable resolution.



Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)	Temporary Ice, Water and Other Consumables
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

OTHER INFORMATION - Unique Services

New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.



*Aerial footage of the
Hurricane Matthew
Debris Removal
Operation on Hilton
Head Island, SC*

- Feb. 2017(left)

*Aerial Image of Debris
Management Site on Hilton
Head Island, SC during the
Hurricane Matthew Debris
Removal Operation (right) aided
in site documentation and
updates to client.*



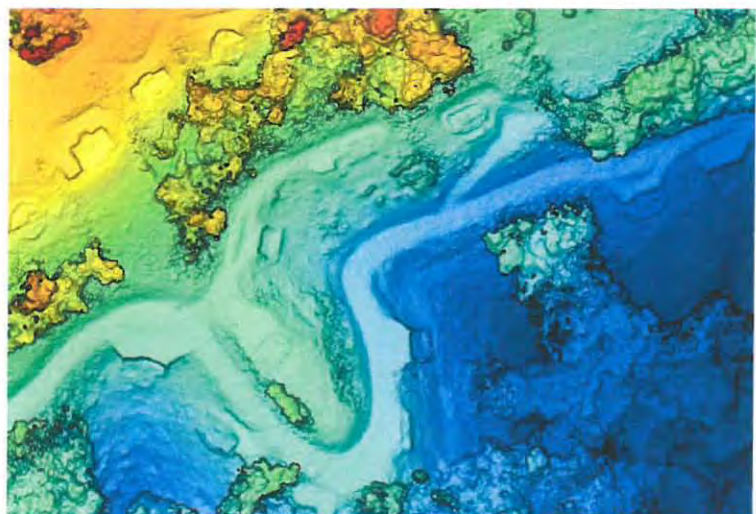
Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.

Advanced Topographical Maps can be generated and are useful in planning, recovery, and pickup operations.



Past Performance Chart – Experience working in the State of Texas

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) in TEXAS dating back to 2005. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2017 Hurricane Irma Ongoing Projects	61 Contracts Activated for Event so far - 91 DMS Managed for Event so far	\$127,367,475 Event Cost TD	10,984,801 Total CY TD		
2017 Hurricane Harvey Ongoing Projects	26 Contracts Activated for Event so far - 15 DMS Managed for Event so far	\$65,777,015 Event Cost TD	5,113,917 Event CY TD		
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs) Monitored by True North - ADMS	\$207,022	12,446	Brian Smith , Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	
Aransas Co, TX 9/5/2017-Ongoing	Removed & Disposed: vegetation, C&D, mulch, leaners / hangers (14,938), white goods (6,039), HHW (22,760 Lbs) Reduced: at 3 site by grinding Monitored by Thompson - ADMS	\$24,406,652	2,006,840	Rick McLester , EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org	
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (12,137), E-waste (130), HHW (34,680 Lbs) Monitored by True North - ADMS	\$763,931	34,890	Rick Davis , City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org	
Brazoria Co, TX 9/13/2017-Ongoing	Removed & Disposed: vegetation, C&D, white goods (1,454), E-waste (375), HHW (56,040 Lbs), compacted C&D; Reduced: at 4 site by C&D compaction Monitored by Tetra Tech - ADMS	\$2,199,871	184,733	Trey Haskens , Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com	
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (266), E-waste (34), HHW (2,320 Lbs) Monitored by True North - ADMS	\$204,909	10,517	Jimmy Sylvia , County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us	
Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones , City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov	Chief Kenneth G. Cook , Police Chief 1006 South Shore Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (28,601 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,870,823	599,196	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@ccctexas.com	
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (4,801), E-waste (7,298), HHW (169,801 Lbs) Monitored by Tetra Tech - ADMS	\$2,392,130	223,656	Capt Steve Krone , Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us	
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,631), E-waste (2,350), HHW (220,540 Lbs) Monitored by Tetra Tech - ADMS	\$4,044,990	135,894	Terry Byrd , EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us	
Galveston Co, TX 9/21/2017-11/22/2017	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$372,542	34,524	Rufus 'Lee' Crowder , Purchasing Agent 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us	
Ingleside, TX 9/3/2017-Ongoing	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced: at 3 site by grinding Monitored by True North - ADMS	\$3,772,674	361,356	Shanna Owens , EM Coordinator 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov	Paul Baen , Finance Director 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$29,139	3,532	Marshal William Tidwell , Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net	Kimberly Morris , Emergency Management Coordinator Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979- Fax: 979-233-3712 jc.cityhall@coastal-link.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
LaMarque, TX 9/16/2017-10/7/2017	Removed & Disposed: C&D, vegetation Monitored by TCB - ADMS	\$281,486	23,457	Charlete Todaro Warren , PW Coordinator Emergency Management 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	Robin Eldridge , City Clerk 1111 Bayou Rd. La Marque Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson, TX 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$42,810	4,281	Keelie Kennedy , Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	Sally Villarreal Asst. City Secretary, 25 Oaks Drive Lak TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,207), E-waste (3,407), HHW (102,400 Lbs) Monitored by Tetra Tech - ADMS	\$1,535,814	116,461	Bo Bass , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgardner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-1/20/2018	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$140,473	20,210	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	Crista Beasley , Dep. EM Coordinator 2400 Beaumont / Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 3172 crista.beasley@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, Compacted C&D, white goods (1,847), E-waste (3,915), HHW (5,346 Lbs) Monitored by Tetra Tech - ADMS	\$1,544,542	167,820	Chief Deputy Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org	
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (89), E-waste (7), HHW (17,780 Lbs) Monitored by Witt O'Briens - ADMS	\$170,280	6,323	Jamie Galloway , EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com	Paul Lopez , PW Director 18295 Upper Bay Rd. Nassau 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$97,166	8,025	Rosemary Johnson , Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us	Olen Bean , Dep. EMC PO Box 1380 Newton, TX 75966 994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Monitored by Tetra Tech - ADMS	\$63,323	6,836	Christopher Boyce , Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com	Glen Sullivan , PW Director 901 Leopard Street, Room Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2351 888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,642), E-Waste (36,766) Monitored by Witt O'Briens - ADMS	\$11,177,018	754,401	Armondo Gutierrez , PW Dir, 44 4th St, Port Arthur, TX 77640, 409-983-8513, armondo.gutierrez@portarthurtx.gov	
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding Monitored by True North - ADMS	\$3,895,968	368,043	William "Ski" Zagorski , EM, 313 N Rachal St, Sinton, TX 78387, 361-364-6208, zagorski@juno.com	
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs) Monitored by Thompson - ADMS	\$374,361	22,580	Joe Dickson , City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,	
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (31), HHW (3,126 Lbs) Monitored by Tetra Tech - ADMS	\$39,904	1,592	Gayle Cook , City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov	
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs) Monitored by True North - ADMS	\$46,606	2,140	Joe Ferro , EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com	
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs) Monitored by Witt O'Briens - ADMS	\$50,604	2,351	Chief Paul Odin , 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org	Debbie Sutherland , City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3123 citymanager@westcolumbiatx.org
2017 Tornado	1 Contract – Hattiesburg, MS	\$2,237,052	150,710		
2016 Hurricane Matthew	39 Contracts Activated for Event - 32 DMS Managed for Event	\$82,267,725 Total Event Cost	5,675,560 Total Event CY		
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	\$9,080,715 Total Event Cost	401,366 Total Event CY		
2016 Flooding Aug	1 Contract Activated – Central, LA	\$5,486,871	324,951		



OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2016 Flooding, Tornadoes					
Brazoria County, TX 6/16/2016-8/26/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$330,118	20,470	Steve Rosa , EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoriacounty.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	Removed & Disposed: vegetative debris on the beach area / Monitored by Tetra Tech - ADMS	\$397,252	6,394	Tony Williams , Planning Senior Director 512-463-5055, tony.williams@glo.texas.gov	Vania Ramaekers , Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornadoes					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	Removed & Disposed: (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) Monitored by Tetra Tech - ADMS	\$288,408 \$520,549	19,089 39,079	Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$19,674 \$18,402	1,186 1,183	Brian Cantrell , EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	Trey Duhon , County Judge, 836, Austin St, Ste 203, Houston, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding	2 Contracts Activated – Ouachita Parish, LA and St. John Baptist Parish, LA				
2016 TX Flooding					
Newton County, TX 4/7/2016-7/15/2016	Removed & Disposed: C&D, white goods (378) Monitored by Thompson Consulting	\$349,990	37,030	Olan Bean , Asst EM Director, 409-658-9241	
2016 Winter Storm	1 Contract Activated Essex County, VA	\$138,739	16,359		
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49) Monitored by True North	\$680,036	70,738	Jim Proce , Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	Doug Amato , True North Project Manager, damato@truenorthern.com
2015 Tornado					
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd , Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	Oliver Yao , Tetra Tech, Deputy Director of Post Disaster Programs BDR Division, phone: (321) 441-8507, mobil 803-2522, Oliver.Yao@tetratech.com
2015 Storms & Flooding	1 Contract Activated - SCDOT	\$720,217	33,163		
2015 Severe Storms / Flooding	1 Contract Activated – Limestone County, AL	\$60,860	Lump Sum		
2015 Flooding					
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray , Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us	
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius , Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com	
2015 Ice Storm	1 Contract Activated - Raleigh, NC	\$208,740	29,820		
2014 Severe Storms, Flooding & Tornadoes	11 Contracts Activated - 2 DMS Managed for Event	\$3,731,996 Total Event Cost	310,753 Total Event CY		
2014 Ice Storm Ulysses	1 Contract Activated – Greensboro, NC	\$775,739	81,060		
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	\$5,358,824 Total Event Cost	277,501 Total Event CY		
2013 TS Andrea	1 Contract Activated – Gulf Shores, AL	\$8,029	Hourly		
2013 Blizzard Nemo	1 Contract Activated, Charlestown, RI	\$34,378	1,499		

RFP 2018-04 for Debris Management Services
City of Friendswood, TX

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2012 Hurricane Sandy	4 Contracts Activated – 1 DMS Managed for Event	\$57,805,734 Total Event Cost	727,194 Total Event CY		
2012 Hurricane Isaac	9 Contracts Activated - 3 DMS Managed for Event	\$2,821,936 Total Event Cost	245,799 Total Event CY		
2012 Tornado					
2012 T S Debby	1 Contract Activated - 1 DMS Managed for Event				
2012 T. S. Beryl	1 Contract Activated - 1 DMS Managed for Event				
2011 Hurricane Irene	31 Contracts Activated - 13 DMS Managed for Event	\$14,754,641 Total Event Cost	1,674,037 Total Event CY		
2011 Tornado	3 Contracts Activated - 3 DMS Managed for Event	\$6,077,718 Total Event Cost	529,614 Total Event CY		
2010 BP Oil Spill Response	5 Contracts Activated	\$129,398,322 Total Event Cost			
2009 Ice Storm	1 Contract Activated – Owensboro, KY	\$1,002,056	69,264		
2009 Tropical Storm Ida	1 Contract Activated – Dauphin Island, AL	\$922,471	77,127		
2008 Hurricane Gustav	3 Contracts Activated	\$754,488 Total Event Cost	78,199 Total Event CY		
2008 Hurricane Ike	36 Contracts Activated - 27 DMS Managed for Event	\$178,318,426 Total Event Cost	16,933,904 Total Event CY		
Alvin, TX 9/18/2008-12/18/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$2,485,571	223,966	David Kocurek (now Brian Smith), Public Svcs Dir, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	Terry Lucas, (now Junru Roland – Interim) City Mgr, 2 Sealy, Alvin, TX 77511, 281-388-4230, roland@cityhall.cityofalvin.com
Angleton, TX 9/19/2008-10/28/2008	Removed & Disposed: vegetation, C&D, ash Reduced by burning Provided: vacuum trucks	\$999,317	79,163	Lt Mike Jones, EM Coordinator, 979-849-2383, mjones@angletonpd.net	Katherine Davis, EM Coordinator, 121 S Velasco, Angl 77515, 979-849-2383 ext 3108, kdavis@angletonpd.net
Bayou Vista, TX 9/23/2008-10/29/2008	Removed & Disposed: vegetation, C&D, white goods	\$798,580	41,602	Chief Ed Lucas (now Larry Whittington), Police Chief, 2929 Hwy 6, Bayou Vista, TX 77563, 409-935-0449, chief@bayouvista.us	Bobby Rosenquist (now Daniel Konyha), Mayor, 2925 Bayou Vista, TX 77563, 409-356-5131, danielkonyha@yahoo.com
Beaumont, TX 9/19/2008-4/15/2009	Removed & Disposed: vegetation, C&D, mulch, stumps, leaners/hangers, white goods, e-goods Reduced by grinding Provided Generators	\$11,948,522	988,690	Kyle Hayes, City Mgr, 801 Main, Ste 300, Beaumont, TX 77701, 409-880-3770, khayes@ci.beaumont.tx.us	Brenda Beadle, Capital Projects Mgr, PO Box 3827, Be TX 77704, 409-880-3718, bbeadle@ci.beaumont.tx.us
Brazoria County, TX 9/18/2008-11/13/2008	Operated & managed 4 burn sites, disposed of ash at final disposal	\$254,205	93,474	Steve Rosa, EM Coordinator, 111 E Locust St, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	Stephanie Bradford, Data Specialist, 111 E Locust St, Ste 100, Angleton, TX 77515, 979-864-1265, stephanieb@brazoria-county.com
Brookside Village, TX 9/20/2008-10/27/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$339,243	29,332	Buck Stevens, 6243 Brookside Rd, Brookside Village, TX 77581, 281-546-9667, buckstevens@gmail.com	Denise Ford, (now Craig Bailey) Mayor, 6243 Brookside Brookside Village, TX 77581, 281-485-3048, info@brooksidevillage-tx.org
Chambers County, TX 3/5/2009-8/27/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, leaners/hangers	\$290,623	27,164	CW Parker, 104 S Main, Anahuac, TX 77514, 409-267- 4623, cw_parker@yahoo.com	Ryan Holzaepfel, EM Coordinator, 404 Washington Ave TX 77514, 409-267-2445, rholzaepfel@co.chambers.tx.us
Clear Lake Shores, TX 9/19/2008-10/7/2008	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, salt water kill trees, white goods	\$633,545	31,465	Paul Shelley (now George Jones), City Administrator, 1006 S Shore Dr, Clear Lake Shores, TX 77565, 281- 334-2799, gjones@clearlakeshores-tx.gov	Kenneth (Kenny) Cook, Police Chief, 1006 S Shore Dr Lake Shores, TX 77565, 281-334-1034 ext. 202, kcook@clearlakeshores-tx.gov
Clute, TX 9/21/2008-10/17/2008	Removed & Disposed: vegetation, C&D Reduced by burning	\$202,393	16,565	Mark Wicker, Police Chief/ EMC, 104 E Main St, Clute, TX 77531, 979-265-6194 ext. 114, mwicker@clutepd.com	Calvin Shiftlet, Mayor, 108 E Main St, Clute, TX 77531, 7369, cshiftlet@ci.clute.tx.us
Dauphin Island, AL 9/15/2008-3/13/2009	Emergency Push Sand screening & beach restoration, sand fence replacement; Drainage ditch excavation, road & damaged parking lot reconstruction	\$3,245,527	210,520	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bie Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Deer Park, TX 9/17/2008-10/4/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$571,213	54,722	Ron Crabtree (now James Stokes), City Mgr, 710 E San Augustine, Deer Park, TX 77536, 281-478-7246, jstokes@deerparktx.org	Gary Jackson, Assistant City Mgr, 710 E San Augustine Park, TX 77536, 281-478-7260, gjackson@deerparktx.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Dickinson, TX 9/10/2008-2/3/2009	Removed & Disposed: vegetation, C&D, white goods, canal debris	\$2,309,107	217,088	Captain Steve Krone , Em Ops Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us	Kellis George , PW Dir, 3120 Deats Rd, Dickinson, TX 77537-6267, kgeorge@ci.dickinson.tx.us
Freeport, TX 9/23/2008-10/28/2008	Removed & Disposed: vegetation, C&D, ash Reduced by burning	\$208,215	17,411	Gary Beverly (now Jeff Pynes), City Mgr, 200 W 2nd St, Freeport, TX 77541, 979-233-3526, jpynes@freeport.tx.us	Laura Tolar , 200 W 2nd St, Freeport, TX 77541, ltolar@freeport.tx.us
Friendswood, TX 9/16/2008-1/13/2009	Removed & Disposed: vegetation, C&D Provided Generators	\$4,054,033	482,978	Terry Byrd , EMC, Fire Marshall, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	Roger Roecker , City Mgr, 910 S Friendswood Dr, Friendswood, TX 77546, 281-996-3250, fwcity@friendswood.com
Galveston County, TX 9/10/2010 – 9/29/2012	Demo Services for Buyout Program Demolition of individual lots as result of Hurricane Ike	\$1,722,644	70,000	Garret Foskit , Nuisance Abatement Officer, 1620 Gill Rd, Dickinson, TX 77539, 409-766-4509, garret.foskit@co.galveston.tx.us	Rufus Crowder , Galveston Co Purchasing Agent, 7221 (21st St), Galveston, TX 77550, 409-770-5372, rufus.crowder@co.galveston.tx.us
Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	Removed & Disposed: (ROW, ROE & canal) vegetation, wet debris, C&D, mulch, leaners/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles, tires Reduced by grinding & burning Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike; Levee debris removal; Debris removed from eligible parks, cemeteries & schools	\$84,145,785	3,871,319	Connie Nicholson , Community Svcs Dir, 722 Moody, Galveston, TX 77539, 409-770-5543, connie.nicholson@co.galveston.tx.us Pat Doyle (now Ryan Dennard), Co Commissioner Precinct 1, 722 Moody, 1st Floor, Galveston, TX 77550, 409-770-5474, ryan.dennard@co.galveston.tx.us	Lee Crowder , Drainage & Beach Mgr Rd & Bridge Dept 3, Dickinson, TX 77539, 281-534-4152, lee.crowder@co.galveston.tx.us
Galveston County Municipal Utility District 12 (MUD 12) 2/24/2009-3/19/2009	Removed & Disposed: Canal debris	\$76,236	693	Sharon Ballard , Secretary to Board, 2929 Hwy 6, Ste 300, Bayou Vista, TX 77563, 409-935-6111, mud12@comcast.net	Bill Alcorn , Board of Directors President, 2929 Hwy 6, Bayou Vista, TX 77563, 409-256-3772
Jefferson County, TX 9/20/2008-2/9/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, leaners/hangers, stumps, white goods Reduced by grinding	\$1,275,233	93,263	Greg Fountain , EMC, 1149 Pearl St, 1st Floor, Beaumont, TX 77701, 409-835-8757, g.fountain@co.jefferson.tx.us	Douglas Anderson III (now Jamey West), Purchasing Pearl St, 1st Floor, Beaumont, TX 77701, 409-835-8593, jwest@co.jefferson.tx.us
Kemah, TX 9/20/2008-8/14/2009	Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch, white goods Reduced by grinding	\$1,562,035	96,633	R. W. Kerber , EMC / City Administrator, 140 Hwy 1476, Kemah, TX 77565, 281-334-1611, rkerber@kemah-tx.com	Bob Cummins , Mayor, 140 Hwy 1476, Kemah, TX 77565, mayorcummins@kemah-tx.com
Lake Charles, LA 9/18/2008-10/17/2008	Removed & Disposed: vegetation, C&D	\$150,000	15,636	Mister Edwards , PW Dir, 4331 E Broad St, Lake Charles, LA 70615, 337-491-1308, medwards@cityoflc.us	Todd Sherman , Assistant PW Dir, 4331 E Broad St, Lake Charles, LA 70615, 337-491-1551, tsherman@cityoflc.us
LaMarque, TX 9/22/2008-1/21/2009	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, white goods Reduced by grinding NRCS Project (12/15/2009-2/23/2010) tree removal from Highland Bayou utilizing Side Scan Sonar	\$1,875,469	126,320	Todd Zacherl (now Gerald Grimm), Fire Chief, 111 Bayou Rd, LaMarque, TX 77561, 409-938-9261, g.grimm@ci.la-marque.tx.us	Mike Morgan , PW Dir, 1500 Municipal, La Marque, TX 77566, 409-938-9204, m.morgan@ci.la-marque.tx.us
League City, TX 9/18/2008-1/10/2009	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, white goods Reduced by grinding	\$4,108,866	335,140	Denny Holt (now Bruce "Chip" Merrick Mahan), EMC, 601 2nd St, League City, TX 77573, 281-554-1300, chip.merrick@leaguecity.com	John Baumgartner , PW Dir, 300 W Walker St, League City, TX 77573, 281-554-1411, john.baumgartner@leaguecity.co
Manvel, TX 9/20/2008-11/5/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding Provided Generators & Vacuum Trucks	\$365,500	35,508	Jay White , PW Dir, 20025 Hwy 6, Manvel, TX 77578, 281-585-4997, jwhite@cityofmanvel.com	Delores Martin , Mayor, 6615 N Masters, Manvel, TX 77578, 281-585-0630 ext.3, dmartin@cityofmanvel.com
Montgomery County, TX 9/18/2008-12/7/2008	Removed & Disposed: vegetation, C&D, compacted C&D, mulch, leaners/hangers, stumps Reduced by grinding, burning & C&D compacting (7 Sites) Restorations of Athletic Fields & Parking lots	\$16,323,086	1,087,991	Nicky Kelly , Deputy EMC, 9472 Airport Rd, Conroe, TX 77303, 936-523-3901, Nicky.Kelly@mctx.org	Ed Chance , County Commissioner Precinct 3, 1130 Pru Spring, TX 77380, 936-539-7817, commsi3@mctx.org
Pearland, TX 9/18/2008-1/23/2009	Removed & Disposed: vegetation, C&D, mulch Reduced by burning & grinding Provided Vacuum Trucks	\$4,638,531	392,947	Bill Eisen , (now Clay Pearson) City Mgr, 3519 Liberty Dr, Pearland, TX 77581, 281-652-1663, cpearson@pearlandtx.gov	Roland Garcia , Assistant Chief Fire Marshall/ EM Coord, 2010 A Old Alvin Rd, Pearland, TX 77581, 281-997-4641, rlgarcia@ci.pearland.tx.us
Santa Fe, TX 9/20/2008-10/26/2008	Removed & Disposed: vegetation, C&D	\$996,034	120,731	Barry Cook , (now Kenneth Campbell) EMC Police Chief / Public Safety, P. O. Box 950, Santa Fe, TX 77510-0950, 409-925-3092, kenneth@ci.santa-fe.tx.us	Ralph Stenzel , Mayor (term Exp May 2015), 12002 State Santa Fe, TX 77510, 409-925-6412, mayor@ci.santa-fe.tx.us
Texas City, TX 9/22/2008-10/27/2008	Removed & Disposed: vegetation, C&D, dike (wet debris) Reduced by burning	\$3,578,002	210,404	Bruce Clawson , Em Mgr, 1801 9th Ave N, Texas City, TX 77592, 409-643-5840, bclawson@texas-city-tx.org	Michael Stump , SW Mgr, 301 6th St, 2nd Floor, Texas City, TX 77592, 409-643-5810, mstump@texas-city-tx.org

RFP 2018-04 for Debris Management Services
City of Friendswood, TX

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Texas GLO – General Land Office 12/18/2008-2/15/2010	<u>Contract # 09-135-000-3564, 12/18/2008-4/15/2009</u> Removed & Disposed: sand Cleaned & restored beaches <u>Contract # 09-152-000-3591, 2/20/2009-2/15/2010</u> Removed & Disposed of marine debris & sunken vessels from Gulf & Bay Waters utilizing Side Scan Sonar	\$27,167,674	7,824,258	Ben Au , Architect Dir, Const Svcs, 1700 N Congress Ave, Austin, TX 78701, 512-463-6293, benjamin.au@glo.state.tx.us John Gillen , Dir Coastal Assistance, 512-936-2239, john.gillen@glo.state.tx.us	Tony Williams , Environmental Review Specialist, 1700 Congress Ave, Austin, TX 78701, 512-463-5055, tony.williams@glo.texas.gov
Tiki Island, TX 9/20/2008-3/23/2009	Removed & Disposed: vegetation, C&D, white goods, canal debris by Side Scan Sonar	\$917,649	39,225	Tim Cullather , Em Mgmt, 802 Tiki Dr, Tiki Island, TX 77554, 409-938-4932	Randy Phipps , Em Mgmt, 802 Tiki Dr, Tiki Island, TX 77554, 409-938-4932, tikiisland@comcast.net
Webster, TX 9/18/2008-10/1/2008	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding	\$187,227	13,220	Shannon Hicks , PW Dir, 855 Magnolia Ave, Webster, TX 77598, 281-316-3707, shicks@cityofwebster.com	John Warnement , Assistant PW Dir, 855 Magnolia Ave, Webster, TX 77598, 281-316-3707, jwarnement@cityofwebster.com
2008 T.S. Fay	3 Contracts Activated - 1 DMS Managed for Event	\$331,745 Total Event Cost	16,620 Total Event CY		
2006 Ice Storm	2 Contracts Activated - 1 DMS Managed for Event	\$4,738,473 Total Event Cost	537,483 Total Event CY		
2006 T.S. Ernesto	2 Contracts Activated	\$441,580 Total Event Cost	24,318 Total Event CY		
2005 Hurricane Wilma	19 Contracts Activated - 11 DMS Managed for Event	\$77,117,713 Total Event Cost	4,121,047 Total Event CY		
2005 Hurricane Rita	5 Contracts Activated - 16 DMS Managed for Event	\$94,502,646 Total Event Cost	10,548,710 Total Event CY		
Dickinson, TX 10/3/05-10/18/05	Emergency Push Removed & Disposed: vegetation, C&D	\$92,554	5,777	Ivan Langford (now Julie Robinson), City Administrator, 4403 Hwy 3, Dickinson, TX 77539, 281-337-6204, jrobinson@ci.dickinson.tx.us	Kellis George , PW Dir, 3120 Deals Rd, Dickinson, TX 77539, 281-337-6267, kgeorge@ci.dickinson.tx.us
Jefferson County, TX 9/30/2005-5/24/2006	Pre-Event Contract , (9/30/05-10/30/05 Pre CORPS) Sub for D&J during CORPS Contract, 10/31/05-5/24/06 Emergency Push Removed & Disposed: vegetation, C&D, ash Reduced by burning	\$12,698,992	1,078,770	Mr. John Cascio (now Greg Fountain), EM Coordinator, 1149 Pearl St, Beaumont, TX 77701, 409-835-8757, gfountain@co.jefferson.tx.us	Michael White , Deputy EMC, 1149 Pearl St, Beaumont, TX 77701, 409-835-8787, mwhite@co.jefferson.tx.us

D. Qualifications



TAB D. Qualifications

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Friendswood. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors, have been involved in previous successful disaster related debris operations and have been trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals, who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

■ Potential City of Friendswood On-Site Team Members

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Due to page limitations, bio's for key personnel have been omitted but resumes for ALL personnel have been submitted per RFP requirements. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service Friendswood. All additional CrowderGulf staff added will be upon approval of the City.

Raymond "Buddy" Young – Director of Operations / Technical Assistance Manager

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



Brian Smallwood – Regional Manager, LEED AP

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort. Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris. Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)



Clayton Young – Senior Project Manager

Mr. Young has been employed by CrowderGulf as a project manager since 2010. He worked as Field Supervisor in Walker County, AL during the tornado cleanup and later in North Carolina (NCDOT) debris removal project after Hurricane Irene in 2011. He spent 2008-2009 managing the restoration of properties involved in the Hurricane Ike mitigation buyout of 800 pieces of property in Galveston County, Texas. Mr. Young was responsible for the bidding and estimation of cost and reconstruction of these properties, turning them into green space. Mr. Young has studied in and traveled extensively throughout Europe which has made him an excellent interpersonal communicator and broadened his understanding of domestic and international business. He has a BA from the University of North Texas in Entrepreneurial Management. (NIMS Trained)



Gary Jones – Technical Assistance Manager and FEMA Specialist

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. Mr. Jones was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



Resumes have been provided at the end of this Section for Onsite Team Members, CrowderGulf's Corporate Management Team and Disaster Administration Office Personnel.

Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response

G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal & locals		Side Scan Sonar Systems Introduction & Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMS 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 28th Day of March, 2017



John Campbell
John Campbell, Director
Emergency Management Institute

IS-00100 - Intro to Incident Command Systems

John Ramsay	Gary Jones	Ronald Thorson
Buddy Young	Gina Walley	Mike Moulder
John Campbell	Jenny Todd	Mark Loper
Ashley Ramsay	Jeff Zemlik	Nick Pratt
Amber Ramsay	Leigh Anne Ryals	Reid Loper
Barrett Holmes	Linda Lucas	Vance DeHart
Brian Smallwood	Lisa Baldwin	Wes Naile
Clayton Young	Margaret Wright	Wilber Ledet
Donna Suters	Charles Clark	Desiree Matlack
Eric Hall		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas
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IS-00242 - Effective Communication

Reid Loper	Linda Lucas
Leigh Anne Ryals	Mike Moulder

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Ronald Thorson	Margaret Wright
Buddy Young	Eric Hall	Mark Loper
John Campbell	Gary Jones	Mike Moulder
Ashley Ramsay	Gina Walley	Nick Pratt
Amber Ramsay	Jenny Todd	Reid Loper
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Linda Lucas	Wilber Ledet
Donna Suters	Lisa Baldwin	Desiree Matlack

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Eric Hall	Mike Moulder
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Nick Pratt
Ashley Ramsay	Jenny Todd	Reid Loper
Amber Ramsay	Jeff Zemlik	Vance DeHart
Barrett Holmes	Leigh Anne Ryals	Wes Naile
Brian Smallwood	Linda Lucas	Wilber Ledet
Clayton Young	Margaret Wright	Ronald Thorson
Donna Suters		

IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas
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IS-00632 - Intro to Debris Ops in FEMA's Public Asst. Program

Reid Loper	Donna Suters	Linda Lucas
Leigh Anne Ryals		Mike Moulder

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Eric Hall	Margaret Wright
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Mike Moulder
Ashley Ramsay	Jenny Todd	Nick Pratt
Amber Ramsay	Jeff Zemlik	Reid Loper
Barrett Holmes	Leigh Anne Ryals	Vance DeHart
Brian Smallwood	Linda Lucas	Wes Naile
Clayton Young	Charles Clark	Wilber Ledet
Donna Suters	Ronald Thorson	

IS-400 - Advanced ICS Command & General Staff IS-400 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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Hazardous Waste Operations and Emergency Response (HAZWOPER) 40		
	Brian Smallwood	Ronnie Duhan
	Jason Zirlott	Linda Lucas
	Jeff Zemlik	Mark Loper
	John Campbell	Wilber Ledet
	Nick Pratt	Vance DeHart
	Reid Loper	

OSHA CERTIFICATIONS				
	<u>OSHA 30 Construction</u>		<u>OSHA 10 General Industry</u>	<u>OSHA 500 Train the Trainer</u>
	Barrett Holmes		Brian Smallwood	Jeff Zemlik
	Brian Smallwood		Jeff Zemlik	
	Jeff Zemlik			
	Mark Loper			
	Nick Pratt			
	Reid Loper			
	Vance DeHart			
	Wilber Ledet			

First Aid, CPR, AED, Blood Born Pathogens		
	Amber Ramsay	Leigh Anne Ryals
	Ashley Ramsay	Linda Lucas
	Brian Smallwood	Lisa Baldwin
	Buddy Young	Margaret Wright
	Clayton Young	Mark Loper
	Desiree Matlack	Mike Moulder
	Donna Suters	Nick Pratt
	Gary Jones	Reid Loper
	Gina Walley	Ronald Thorson
	Jeff Zemlik	Vance DeHart
	Jenny Todd	Wes Naile
	John Campbell	Wilber Ledet
	John Ramsay	

Watershed Management Training		
	Brian Smallwood	Jeff Zemlik
	Brandi Snell	Leigh Anne Ryals
	Clayton Young	Reid Loper

US Army Corps of Engineers		
	QA/QC Training 40 hour	
	Brian Smallwood	
	Jason Zirlott	
	Jeff Zemlik	
	John Campbell	
	Leigh Anne Ryals	
	Margaret Wright	
	Nick Pratt	
	Reid Loper	
		385-1-1 Training 40 hour
		Jeff Zemlik

Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200**.

Affirmative Steps Include:

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; and
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.

Subcontractor Oversight

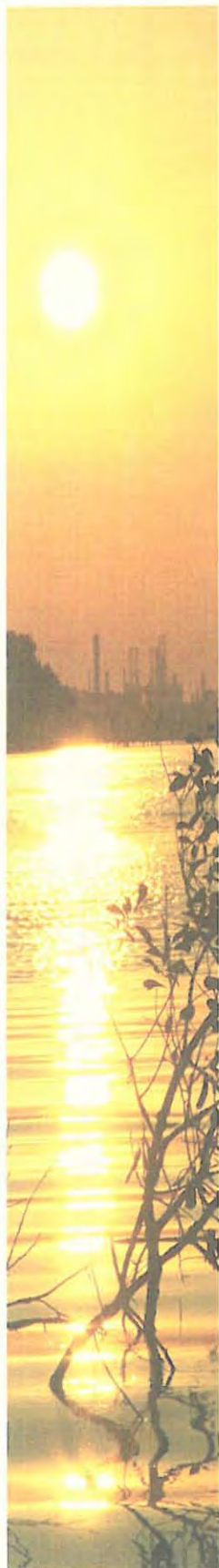
In the past, CrowderGulf has mobilized over **300 subcontractors** with as many as **3,000 people, 1,600 trucks, and 600 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

Due to page limitations, we have provided a limited subcontractor list for the City in the Certifications Section of this proposal. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

CrowderGulf Letters of Commitment from Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with interested Subcontractors. Copies of the subcontracts or Letters of Commitment can be provided upon request at contract award. CrowderGulf will continue to solicit local subcontractors including M/WBEs from the local area for potential participants.



Resumes

Clayton B. Young

Field Supervisor

Satellite Office: 7700 Chelmsford Drive - Austin, Texas 78736 - (940) 206-6996 - cyoung@crowdergulf.com

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

Experienced in group leadership and task execution. Well traveled and culturally aware, this makes for an effective communicator with people from all walks of life. Knowledgeable in the bidding process and job estimation.

Disaster Debris Management Experience

CrowderGulf

2010-Present

Field and Project Manager / CG Representative

- CrowderGulf representative/ Local Project Manager for clients in Texas and Louisiana
- Project Manager, Flooding in Waller and Montgomery Counties, Texas
- Project Manager, Hurricane Irene, North Carolina
- Managed Galveston County Buyout Program after Hurricane Ike
- Supervised crews in Walker County Alabama for Operation Clean-sweep after the April 27th tornadoes

Additional Experience and Skills

Self Employed; Denton, Texas

Entrepreneur

2001-2010

- During and after college I made investments in an array of ventures in an effort to gain experience in the world of business creation.
- Home exterior painting service- Responsibilities included, but not limited to ground up business development, hiring, job estimation, advertising and project planning.
- Real Estate restoration and sales- Bought down-trodden homes and restored and sold them.
- Classic car restoration and sales- Bought and sold historically significant classic cars.

Education

University of North Texas

Denton, Texas

- BA with focus on Entrepreneurial Management
- Studied International Business in Italy
- Future Entrepreneurs Club
- Tasked to develop and implement business plans
- NIMS Certified 100, 200, 240, 241, 242, 632 700, 701, 703, 800, 907

Additional Skills/Certifications

- NIMS Certified
- FEMA: Knowledgeable of FEMA Public Assistance Policy 321 and Debris Management Planning 325
- Strong communication and organizational skills
- Client Relations
- Project planning
- Estimating and competitive bidding

Raymond "Buddy" Young

Director of Operations / Technical Assistance Manager

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; COMMAND AND CONTROL; EMERGENCY PLANNING/MANAGEMENT; EMERGENCY OPERATIONS; LOGISTICS; GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community. As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year. He has also worked with the Texas A&M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified.

Experience

CrowderGulf, LLC

2003-Present

- Hurricane Matthew (2016)
- Severe Winter Ice Storms, Flooding & Tornadoes (2015-2016)
- Hurricane Sandy (October 2012-Present)
- Hurricane Irene (August 2011-October 2011)
- Hurricane Ike (September 2008–2010)
- Hurricane Rita (2005-2006)
- Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor

2001-2004

FEMA, Region VI Regional Director

1993–2001

Arkansas State Police, Little Rock, Arkansas Director of Security for State

1983-1993

Training

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request.

Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976

Graduate of National FBI Academy, Quantico, VA, 1972

Graduate of Arkansas State Police Academy, Camden, AR, 1968

Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976
- Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972
- Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

Gary Evans Jones

Technical Assistance Manager and FEMA Specialist

Satellite Office: 5011 Golden Circle - Denton, TX 76208 - (904) 206-4021

Experience

CrowderGulf Technical Assistance Manager and FEMA Specialist

2012-Present

Federal Emergency Management Agency – Region 6

Deputy Regional Director

1994-December 31, 2011

Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Federal Emergency Management Agency – Region 6

Technological Hazards Branch Chief

1983-1994

Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

US Public Health Service Physician Recruitment Coordinator

1977-1983

Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

Director, Arkansas Emergency Medical Services Program

Arkansas Department of Health

1974-1977

Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

Other Leadership Roles

Served as designated **Federal Coordinating Officer** for **Hurricane Katrina, Rita and Georges**. Provided executive leadership to over 300 federally declared disasters including **Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison**.

Education

Master's Degree in Public Health Administration

Tulane University

Bachelor's Degree in Education

University of Arkansas

References

James Lee Witt

Chairman of the Board

Witt and Obrien Associates

571-233-3135

Nim Kidd

State of Texas Emergency Management Director

Department of Public Safety

512-424-2443

John Ramsay

Chief Executive Officer and President

Relevant Qualifications

- Serves as President and Chief Executive Officer.
- More than 40 years of management experience in various capacities, including response and recovery, U.S. Military, construction, lumber, and telecommunications.
- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast.
- Foremost Disaster Debris Contractor to promote recycling of ash as fertilizer for farmland and to export clean woody chips for biomass fuel after Hurricane Isabel.

Experience

CrowderGulf

President/CEO, 1995–present

- Hurricane Matthew (2016)
- Hurricane Hermine (2016)
- Severe Storms, Flooding and Tornado's (2016 & 2015)
- Tornado (2014)
- Ice Storms Pax / Ulysses (February 2014)
- Alabama Department of Transportation (ALDOT) 2013, 2014
- Hurricane Isaac (2012)
- Hurricane Sandy (2012)
- Hurricane Irene (2011)
- BP Deepwater Horizon Oil Spill (Incident of National Significance (2010 –2011)
- Hurricane Ike (2008–2009)
- Louisiana Department of Wildlife and Fisheries (LDWF)(2007-2008)
- Ice Storms (2006)
- Hurricanes Dennis, Katrina, Rita, Wilma (2005)
- Hurricanes Charley, Frances, Jeanne, Ivan (2004)

Gulf Equipment Corporation, Theodore, AL 36582

Vice President/Project Manager, 1984–present

- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast. Supplied and managed warehouse for Powertel, Black & Veatch, DigiPH PCS and Hargray Wireless in Georgia, Alabama, South Carolina, Florida, and Kentucky.

Matthews Marine and Gulf Equipment Ventures, LLC, Pass Christian, MS

Managing Partner, 2006–present

- Director of Marine Projects including open water and inland waterways; wetlands, drainage canals and ditches.

Delta Exports, Inc., Theodore, AL

President, 1988–1990

- Exported vessel loads of logs and lumber to Turkey and China; and other forest products exported in containers to Europe. Bought and sold land timber and wood chips for domestic markets. Performed extensive studies on the feasibility of exporting pine and hardwood chips from the Gulf of Mexico to Japan. Exported biomass to Italy.

Ernest Manning Construction Company, Pascagoula, MS

President, Part Owner, 1981–1987

- Director of hazardous wastes for superfund clean-up projects in Texas and southeastern states and refinery maintenance for Chevron USA, Pascagoula, Mississippi. Coordinator of trucking of material and site work. Director of Emergency Recovery Work after natural disasters. Projects completed included:

RLT Construction Company, Mobile, AL

President, 1979–1985

- Heavy construction, including construction with Tombigbee Waterway and Joe Poole Lake Dam in Dallas, Texas.

Ramsay Farm, Grand Bay, AL 36541

Independent Farmer, 1963–1985

- Farmed 20,000 acres of soybeans and ran 15,000 head of cattle on winter grazing. Partner in Deep South Auction Company. Business consisted of auctioning land, cattle and equipment (Established business while in college).

U.S. Military

Air Force Reserves, 1963–1967

- Served as Crew Chief (Master Sergeant) on cargo planes.

Education

B.S., Agriculture, Auburn University, 1963

Ashley Ramsay-Naile

Chief Operating Officer and Vice President

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Experience

CrowderGulf - Theodore, AL

Vice President and Chief Operational Officer

2011-Present

Disaster Recovery Project Manager & General Manager

2004-2011

- Twenty two years of experience in disaster recovery and management.
- Strategic planning and supervise all administrative functions and personnel.
- Purchasing Manager, procurement and negotiation tactical planning.
- Accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.
- Manage documentation and records for disaster operations.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

Storms

Hurricane Matthew (2016)

Dredging (ALDOT) 2012

Hurricane Hermine (2016)

Hurricane Isaac (2012)

Severe Storms, Flooding & Tornado's (2015-2016)

Hurricane Sandy (2012-2013)

Beach Cleanup (2016)

BP Oil Spill (2010-2012)

Storms, Flooding & Tornado's (2015)

Hurricane Irene (2011)

Tornado (2014)

Hurricane Charley (2004)

Ice Storms Ulysses (2014)

Hurricane Fran (1996)

Ice Storm Pax (2014)

Hurricane Erin (1995)

Hurricane Opal (1995)

Hargray Wireless - Hilton Head Island, SC

Property and Construction Manager

1999-2004

Independent Telecommunications Consultant

1997-1999

- Cell Site Development from site identification to zoning. Negotiated lease rates and terms. Coordinated with radio frequency engineer and site design with civil engineers. Procurement of site material. Supervised general contractor. Maintained 100+ existing cell sites and compliance with government agencies. Coordinated with accounting on department budget and worked within budget guidelines. Warehousing and issuing of materials for construction. Managed 25 company-owned towers.

Gulf Equipment Corporation - Theodore, AL

Project Coordinator & Manager Telecommunication Projects

1994-1997

- Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DiGiPH PCS, Hargray Wireless.
- Material procurement. Civil Construction and tower crew coordination. Organization of projects for bidding purposes. Warehousing coordination of deliveries and shipments. Office manager responsible for accounting and invoicing. On site manager and crew foreman. Liaison between Gulf Equipment and elected officials. Public relations between City officials and area residents.

Education & Leadership

- Bachelor of Science, Special Education University of South Alabama, Mobile, AL
- Governor appointed Alabama State Workforce Investment Board.
- Board member of Family Business Instituted at the University of South Carolina.

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; TRAINING; EMERGENCY PLANNING/MANAGEMENT; DOCUMENTATION SPECIALIST; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING

Relevant Qualifications

- Sixteen years of experience in disaster recovery and disaster training projects.
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and updated yearly.
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008).
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2012).
- Conducted evaluation research after project completion (2004-2012).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with follow-up documentation for FEMA audits (2006-2012)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

Disaster Debris Management Experience

CrowderGulf

Program Coordinator/Project Supervisor 2003–Present

Hurricane Matthew, (October 2016-Present)

- *Provided Technical Assistance and managed overall documentation process for 46 simultaneous activations throughout east coast.*

Hurricane Hermine, (2016)

- *Provided Technical Assistance and managed overall documentation process for 2 activations.*

Severe Storms (Flooding & Tornados) (2015-2016)

- *Provided Technical Assistance and managed overall documentation process for 14/15 simultaneous activations per year.*

Ice Storm Pax (February 2014 - Present)

- *Provided Technical Assistance and managed overall documentation process for vegetative debris and leaner / hanger removal operations for Dorchester and Berkeley County, SC.*

Hurricane Sandy (October 2012-Present)

- *Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey*

Fort Lauderdale FEMA Audit (2010-2012)

- *Technical Assistance with FEMA Audit for 2004-2005*

Hurricane Irene (August 2011-October 2011)

- *Managed the overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on road ways in thirteen North Carolina Counties. These contracts involved working with all municipalities as well as several monitoring companies representing various municipalities.*

Hurricane Ike (2008-2009)

- *Served as the Field Office Operations Manager & Coordinator for Debris Contracts in Texas, including four counties, 21 cities, and the Texas General Land Office (GLO. Set up and trained personnel for three onsite offices in Texas after Hurricane Ike for debris management contracts in three counties and 21 cities. Managed documentation and data management and assisted customers in the field throughout entire operation to ensure FEMA compliance, coordinated with GLO managers and managed all of the documentation, and the reconciling and invoicing for three contracts with GLO (sand debris, marine debris, and sonar contracts).*

Hurricane Rita, Calcasieu Parish, LA (2005)

- *Served as the Field Office Operations Manager for a large debris project in Calcasieu Parish, LA during the 2005 Hurricane season.*

Hurricane Charley Debris Projects (2004)

Hurricane Isabel Debris Projects (2003)

Additional Experience and Skills

- *Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003*
- *University of South Alabama, Mobile, AL - Instructor, Special Education Department*
- *Mobile County Public School System - Consulting Teacher 1989, Teacher of students with disabilities 1972-1989*

Education

- *National Incident Management System (NIMS) Certified, ICS-100, 200, 700, 800*
- *Ph.D., Instructional Design and Development, University of South Alabama, 1998*
- *Masters in Mental Retardation, University of South Alabama, 1977*
- *Bachelor of Science, Elementary Education, Auburn University, 1967*

Training Provided

Designed, developed and conducted debris management training for municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas, from 2004-2009. CrowderGulf offers yearly training for City and County municipalities that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; MARINE DEBRIS REMOVAL; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Over 30 years of successful leadership and management experience with progressively increasing responsibility. A problem solver and innovative thinker who builds and leads winning teams to highly successful outcomes. A versatile leader with superb ability to bring ideas from conception to completion. Produces positive results regardless of the level of pressure. Flexible and adapts to change exceptionally well. Experienced in coaching, motivating, and mentoring others for success. Other key strengths in:

- Leadership and team building experience nationally and internationally.
- High standards of ethics and integrity with a flexible and adaptable approach.
- Highest regard for safe operations and risk management.
- Uniquely trained in planning, assembling, and managing experienced project teams at multi-site operations.
- Outstanding verbal, writing, and presentation skills.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC 2014-Present

Disaster Debris Removal - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

Hurricane Matthew October 2016

Senior Project Manager for Hilton Head Island, SC. Handled coordination of debris removal and recovery efforts for 22 individual contracts. Daily meetings with clients and municipalities to update each contract with status.

Severe Storms and Flooding March 2016

Project Manager for Essex County, VA under the VPPSA Contract

Severe Storms and Flooding October 2015

Project Manager for the South Carolina Department of Transportation in Lexington and Richland Counties

Ice Storm Pax February 2014

Southeast Regional Manager for Dorchester County and Berkeley County, SC

Additional Experience and Skills

Senior Manager, (Defense Coordinating Officer) 2010-2014
Federal Emergency Management Agency, Region IV, Atlanta, GA

Chief Operating Officer, (Commander/District Engineer) 2008-2010
Japan Engineer District, Pacific Ocean Division, Tokyo, Japan

Strategic Planning Engineer, (Division Engineer) 2006-2007
1st Cavalry Division, III Corps, Fort Hood, TX

Chief Operating Officer, (Commander) 2002-2006
20th Engineer Battalion, 1st Cavalry Division, III Corps, Fort Hood, TX

Chief Facilities Director, (Chief of Facilities and Logistics) 1999-2002
United States Army European Command, Joint Analysis Center, Molesworth, UK

Education & Professional Affiliations

- Master of Science, Construction Management, University of Florida, Gainesville, FL
- Master of Science, Strategic Studies, United States Army Senior Staff College, Carlisle, PA
- Bachelor of Science, Agricultural Economics, Clemson University, Clemson, SC
- Society of American Military Engineers
- Army Engineer Association
- International Association of Emergency Managers
- NIMS Certification for 100, 200, 700 and 800

Professional Overview

Brian worked as a Project manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Brian has the ability to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. These have proved helpful in the disaster recovery field as shown in the successful performance for the USACE in Joplin, MO and for the State of Virginia after Hurricane Irene, State of New Jersey after Hurricane Sandy and many other disaster debris management projects.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

2010-Present

Hurricane Matthew (October 2016-Present)

- Project Manager for 46 simultaneous activations for Debris Removal Services

Hurricane Hermine (2016)

- Project Manager for the City of Tallahassee and Leon County, FL

Sever Winter Ice Storms, Flooding and Tornadoes (2015-2016)

- Disaster Debris Removal for various municipalities

Hurricane Sandy (October 2012-March 2013)

- Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- Conducted damage assessment in New Jersey & New York and generated New Jersey Waterway Debris Management Plans for approval by the New Jersey Department of Environmental Protection
- Coordinated and contracted with local subcontractors, managed waterway debris removal operations inclusive of dredging, submerged debris removal and contaminated debris disposal

Hurricane Irene (August 2011-October 2011)

- Project Manager for debris operations for Virginia after Hurricane Irene hit.
- Managed Newport News, VA, James City County, VA, York County, VA and Williamsburg, VA.
- Managed 4 Debris Sites, reduction sites by grinding and 1 reduction site by burning

Joplin Tornado (June 2011 - September 2011)

- Operations Manager for USACE Mission
- Oversaw all operations for USACE Contract W912DQ-11-C-4024
- Generated all necessary USACE submittals, represented the Prime contractor all Corps coordination meetings
- Conducted daily jobsite inspections and submitted daily QCR reports to the Corps for review and comment
- Managed the 40 acre debris reduction site, operated 3 grinders to meet Corps goals
- Managed the haul out of all reduced debris to final disposal site

J.E. Dunn Southeast dba R.J. Griffin & Company

2006 - 2010

- Created detailed monthly profit analysis inclusive of cost projections, labor logs, bond logs, material logs, equipment logs and transaction reports for review with the company officers.
- Projected and tracked all labor, equipment, materials and subcontractor cost for the duration of projects.
- Generated purchase orders, subcontracts, owner contracts, bid presentations, owner pay applications and the overall general contractor project schedules.
- Interfaced and communicated with clients regarding project status and coordinated as required to resolve issues with construction, procurement, and/or engineering.
- Participated in the estimating and bid process and successfully managed several projects I helped estimate.
- Led subcontractor scope meetings to negotiate and determine a full scope of work and totally inclusive subcontract price.
- Ran OAC (owner, architect and contractor) meetings to discuss the current status of projects, expected completion dates and up to date changes and cost.
- Acted as onsite Superintendent when necessary and was capable of running a safe and productive jobsite.
- Reviewed and approved all subcontractor pay application, material delivery schedules, shop drawings, submittals and their overall production schedules.

Management Experience

CrowderGulf Disaster Recovery, Theodore AL

Project Manager

2010-Present

Hurricane Matthew - 2016 Currently ongoing

City of Friendswood, TX - 2015 Tornado Debris removal and disposal

Completion Date: 11/9/2015-11/2016 / Current Construction Value: \$140,516

South Carolina DOT - 2015 Storms and Flooding Removal and Disposal

Completion Date: 10/2015-11/2015 / Current Construction Value: \$698,227

Limestone County, AL - 2015 Flooding Waterway Debris Removal

Completion Date: 9/2015 / Current Construction Value: \$60,860

City of Corpus Christi, TX - 2015 Vegetative Removal and Disposal

Completion Date: 7/2015 / Current Construction Value: \$501,795

City of Raleigh, NC - 2015 Ice Storm Debris Removal

Completion Date: 4/2015 / Current Construction Value: \$208,740

City of Raleigh, NC - 2015 Ice Storm Debris Removal

Completion Date: 4/2015 / Current Construction Value: \$208,740

AL Department of Transportation - Drift Waterway Removal in Styx River

Completion Date: 12/2014 / Current Construction Value: \$79,250

Blount County, AL - Debris Removal and Waterway Removal

Completion Date: 7/2014 / Current Construction Value: \$1,401,613

Baldwin County, AL - Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis

- Alabama Department of Transportation (ALDOT)

Completion Date: 12/2013 / Current Construction Value: \$1,284,000

Hurricane Sandy Water Way Debris Removal

Durations: February 2013 – March 2014

- Description: Marine debris removal operation for the New Jersey Department of Environmental Protection, as a result of Hurricane Sandy. Manager over five different debris zones which produced over 100,000 cubic yards of debris and 400,000 cubic yards of sand/silt dredged from the impacted waters. The project also included sonar and survey of 56,000 acres of bays, streams, and rivers; Project Value: \$58,000,000

2011 Hurricane Irene Recovery, North Carolina & Virginia - Debris removal and reduction after Hurricane Irene

- Edgecombe County, NC

Completion Date: 11/4/2011 / Current Construction Value: \$1,519,737

- City of Rocky Mount, NC

Completion Date: 11/3/2011 / Current Construction Value: \$2,971,515

- Town of Williamston, NC

Completion Date: 9/10/2011 / Current Construction Value: \$129,325

2011 Tornado Recovery, Walker County, AL - Debris removal and reduction after tornado

- USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan Completion Date: 8/2011 / Current Construction Value: \$3,303,475

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS -

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas

- BP Oil Exploration & Production / O'Brien's Response Management / Orange Beach, AL / Baldwin County, AL / Dauphin Island, AL

Completion Date: 8/20/2010 / Current Construction Value: \$129,390,001

2008 Hurricane Ike Recovery, Texas, Alabama - Debris removal, reduction and disposal after Hurricane Ike

- City of Alvin, TX

Completion Date: 12/18/2008 / Current Construction Value: \$2,485,571

- Galveston County, TX

Completion Date: 9/12/2009 / Current Construction Value: \$84,145,785

- City of League City, TX

Completion Date: 1/10/2009 / Current Construction Value: \$4,108,866

- City of Pearland, TX

Completion Date: 1/23/2009 / Current Construction Value: \$4,638,531

- Texas General Land Office

Completion Date: 2/15/2010 / Current Construction Value: \$27,167,674

- City of Texas City, TX

Completion Date: 10/27/2008 / Current Construction Value: \$3,578,002

CrowderGulf Disaster Recovery, Theodore AL

Field Supervisor

2003-2006

2006 Flood Recovery, New York - Debris removal, reduction and disposal after flooding from storms

- Union Concrete Constructors, Erie & Genesee Counties, NY

Completion Date: 1/7/2007 / Current Construction Value: \$4,480,345

Completion Date: 1/18/2007 / Current Construction Value: \$258,128

2005 Hurricane Wilma Recovery - Debris removal, reduction and disposal after Hurricane Wilma

- City of Pembroke Pines, FL

Completion Date: 1/20/2005 / Current Construction Value: \$11,752,000

- City of West Palm Beach, FL

Completion Date: 1/11/2006 / Current Construction Value: \$3,333,174

- City of Wilton Manors, FL

Completion Date: 10/29/2005-12/9/2005 / Current Construction Value: \$1,706,597

2005 Hurricane Katrina Recovery - Debris removal, reduction and disposal after Hurricane Katrina

- Baldwin County, AL

Completion Date: 3/1/2006 / Current Construction Value: \$3,748,310

- City of Biloxi, MS

Completion Date: 5/23/2007 / Current Construction Value: \$17,395,715

- City of Daphne, AL

Completion Date: 10/10/2005 / Current Construction Value: \$642,000

- City of Gulf Shores, AL

Completion Date: 2/20/2006 / Current Construction Value: \$7,147,306

- Client: Harrison County, MS

Completion Date: 9/11/2005 / Current Construction Value: \$608,369

- Jackson County, MS

Completion Date: 8/31/2006 / Current Construction Value: \$651,266

- City of Pascagoula, MS

Completion Date: 7/31/2010 / Current Construction Value: \$22,535,788

- City of Pembroke Pines, FL

Completion Date: 9/16/2005 / Current Construction Value: \$730,000

2005 Hurricane Dennis Recovery - Debris removal, reduction and disposal after Hurricane Dennis

- Baldwin County, AL

Completion Date: 8/27/2005 / Current Construction Value: \$564,552

2004 Hurricane Ivan Recovery - Debris removal, reduction and disposal after Hurricane Ivan

- State of AL Dept of Conservation & Natural Resources

Completion Date: 12/23/2005 / Current Construction Value: \$4,385,100

- Baldwin County, AL

Completion Date: 4/15/2005 / Current Construction Value: \$33,164,762

- City of Daphne, AL

Completion Date: 10/10/2005 / Current Construction Value: \$2,196,324

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. As PM, he has been responsible for managing over 1200 people and 400 pieces of equipment. Managing several projects at once is Reid's strong point and the BP project has consisted of simultaneously managing more than eight different major projects within the Area of Responsibility (AOR) for the BP Oil Spill operation. These projects ranged from sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision.

Experience

CrowderGulf, LLC

2010 - present

Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly), and scheduling for over \$140 million in projects. Managed operations consisting of 1200 response personnel and over 600 pieces of equipment. Highly involved in and conducting business development. Conducted quarterly performance reviews for clients, company growth, and quality control. Qualified Individual for company general contractors license. Perform technical writing used in RFP responses and presentations. Look for new opportunities for future work and expanding markets. Perform business models for expanding and growth of current company. Assesses new and current projects to create estimates. Managed safety program along with insuring that safety and operations coincided. Maintained a company Safety TRIR of less than 2.0 for the past three years. Handle HR concerns, personnel consulting, and legal matters. Organize and conduct weekly progress meetings among management. Manage subcontractors from all aspects including: Insurance, billing, subcontracts, and performance. Started sites from the ground up with facilities, personnel, and equipment. Negotiate contract terms, review, and executed client contracts.

Hurricane Matthew, Senior Project Manager

October 2016-Present

- 46 Simultaneous Activations for Disaster Debris Removal Services along the East Coast

Hurricane Hermine, Senior Project Manager

2016

- Disaster Debris Removal Services in the Tallahassee

Sever Storms (Ice, Flood & Tornados), Senior Project Manager

2015-2016

- 14/15 Simultaneous activations per year

Ice Storms (Pax & Ulysses) Severe Storms (Flood & Tornados)

2014

- Various Disaster Debris Cleanup for several Municipalities

Hurricane Sandy, Senior Project Manager

October 2012-2014

- Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey

Deep Horizon Oil Spill

July 2010-March 2012

Senior Project Manager over the BP oil response for the entire state of Alabama.

- Alabama AOR BP Response - Direct Manager of different sites and project managers and equipment including marine operations and heavy equipment. Project included sand screening operation. Alabama coast was excavated, screened, and placed back, resulting in the screening of approximately four million cubic yards of sand with 200 pieces of equipment, and 480 operators and personnel. This process had never been performed before to remove oil material from sand.

Choate Construction Company

June 2007 - June 2010

Collaborates on the design, engineering, presentation, and project management of over \$45 million in new project development and completion. Assistant Project Manager of various commercial construction projects ranging from \$4 to \$20 MM.

Education

- Bachelor of Science in Aerospace Engineering

Auburn University 2007

Certifications and Training

- NASCLA Accredited (National Association of State Contractors Licensing)
- General Contracting licenses Alabama, Virginia, Louisiana, Mississippi, Georgia and South Carolina
- HAZWOPER 40 Hour and 8 Hour refresher
- OSHA 30 and 10 Hour refresher
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional)

Areas of Expertise

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY OPERATIONS; EMERGENCY MANAGEMENT AND FEMA PROGRAMS AND POLICY, PROPOSAL DEVELOPMENT, CONTRACTS MANAGEMENT; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Qualifications

- Project Manager CrowderGulf Debris Operations since 2011
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Project Manager and Emergency Management Specialist

August 2011- Present

Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Senior Project Manager and served as government liaison to clients.

Hurricane Matthew

October 2016

- Project Manager and government liaison to Georgia clients.

Ice Storm Pax

February 2014

- Emergency Management Specialist and Government Liaison to Berkeley County, SC. Provided information and assistance on debris related issues and assisted with compiling documentation for eligible reimbursement activities.

Hurricane Irene

August 2011-October 2011

- Emergency Management Specialist and Government Liaison to 6 Counties in NC . Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After Action Follow up meetings with staff regarding disaster specific policies and protocols.

Additional Experience and Skills

Emergency Management Director

2000-2010

Disaster Public Information Officer and Administrative Assistant to the County Engineer

1994-2000

Regional Marketing Director and Account Manager for VideoCart, Inc.

1992-1993

Training Provided

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 &400 Instructor
- Advanced Level Certification/Emergency Management (ALEM)
- Certified/Licensed Emergency Manager (CLEM)
- CPR & Blood Pathogens

Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia

1991

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS SAFETY; EMERGENCY PLANNING/MANAGEMENT; SAFETY PLANNING AND POLICY IMPLEMENTATION

Certifications

- FEMA NIMS: ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour
- 40 Hour Hazwoper Certificate & Instructor
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- Asbestos Supervisor and Refresher
- Asbestos Inspector and Refresher
- Leadership & Influence
- DOT Supervisor
- Root Cause and Incident Training

Disaster Debris Management Experience

CrowderGulf

May 2010-Present

Health & Safety Manager

- Reviewed, evaluated, and analyzed work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Created and implemented safety procedure and policy, as well as created all original safety plans specifically pertaining to the individual job or project; conducted inspections and enforced adherence to laws and regulations.
- Held daily safety meetings concerning various topics of personnel safety and training.
- Monitored the JSA process, including storage both physically and electronically and all forms of documentation and document preservation.
- Followed through with incident investigation to ensure that all required policies were followed. Trained, motivated and managed team of up to 16 safety observers.
- Aggressively case managed all cases of injury. Adjunct Hazwoper instructor for over 240 employees.
- Issued permit to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits.

2017 Hurricane Harvey and Irma

Disaster Debris Removal and Recovery Services in over 100 simultaneous activations from Texas to Florida.

2016 Hurricane Matthew and Hermine

Disaster Debris Removal and Recovery Services in over 46 simultaneous activations along the East Coast.

2014, 2015, 2016 Severe Storms (Flooding & Tornadoes)

Disaster Debris Removal and Recovery Services in over 30 activations over 3 years at various municipalities.

2012 Hurricane Sandy Cleanup

Debris removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey.

2012 Hurricane Isaac Cleanup

Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.

2011 Hurricane Irene Recovery, North Carolina & Virginia

Debris removal and reduction after Hurricane Irene for over 20 municipalities in the North Carolina and Virginia area with no first aid or OSHA recordable incidents.

2011 Tornado Recovery, Walker County, AL

Debris removal and reduction after several tornados devastated north Alabama with no first aid or OSHA recordable incidents.

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

Additional Related Experience and Skills

Sales/Acting Branch Manager - Arrow Equipment/United Rentals - Chicago, IL

2001 to 2002

Safety Manager - Rite Way Masonry - Chicago, IL

1995 to 2001

Education

- A.A. Concentration Organizational Management
- B.A. Occupational Health and Safety

Indian River State College, Ft. Pierce, Florida
Columbia Southern, Gulf Shores, Alabama

Wilber Ledet

350 CCC Road - Perkinston, MS 39573 - (228) 326-5915

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT/MARINE DEBRIS CLEAN-UP

Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

Disaster Debris Management Experience

CrowderGulf, LLC – Theodore, AL

- **Project Manager -** **2012-Present**
 - South Carolina - Hurricane Matthew - Hilton Head Island and PUDs (15 Total Activations) 2016
 - Florida - Hurricane Hermine - City of Tallahassee / Leon County (2 Total Activations) 2016
 - Florida - Bayou Texar Dredging - City of Pensacola 2015
 - South Carolina - Storms/Flooding - Richland County 2015
 - New Jersey - Sandy Phase II Marsh Cleanup 2014
 - South Carolina - Ice Storm - Berkeley County 2014
 - North Carolina - Ice Storm Pax - City of Raleigh 2014
 - Alabama - Tornado - Limestone County 2014
 - New Jersey - Super Storm Sandy - Barnegat Bay 2012
 - Alabama - Hurricane Isaac - Dauphin Island 2012
- **Supervisor - Hurricane Isaac** **September 2012**
 - City of Pascagoula, Ms. - Removal of storm debris from right of ways.
 - City of Biloxi, Ms. - Removal of storm debris from right of ways.
 - City of Orange Beach, AL - Removal of debris from beaches.
 - Walton County FL. - Removal of debris from beaches.
- **Project Manager - BP MC252 Gulf Oil Spill - Baldwin County, AL** **May 2010 to February 2012**

Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.
- **Supervisor - Hurricane Ike** **January 2009 to November 2009**

Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction - Hurricane Ike** **September 2008 to November 2008**

Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

Certifications

- FEMA Certifications: IS-00001, IS-00100.b, IS-00134, IS-00200.b, IS-00240.a, IS-00244.a, IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course
- US Army Corps Of Engineers: Construction Quality Management for Contractors #784

Wesley R. Naile

Logistics and Pre-Event Contract Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS; CONTRACTS MANAGEMENT

Relevant Qualifications

- Over 10 years of experience in disaster recovery and management.
- Logistics, strategic planning, procurement and negotiation tactical planning.

Disaster Debris Management Experience

CrowderGulf

2004-Present

Contracts and Logistical Manager for Disaster Operations

- Ensure all pre-positioned equipment and supplies are deployed and ready
- Research and evaluate logistical systems and processes for incorporation into CrowderGulf's procedures
- Maintain CrowderGulf communication systems
- Maintain "Quick Kits" for immediate deployment
- Prepare and update logistical plans and procedures
- Manage and maintain warehousing, equipment and supplies

Disaster Experience

- | | |
|--|------|
| • Hurricane Matthew , <i>Contracts & Logistics Manager (46 Total Activations)</i> | 2016 |
| • Hurricane Hermine , <i>Contracts & Logistics Manager (2 Total Activations)</i> | 2016 |
| • Severe Storms & Flooding , <i>Contracts & Logistics Manager</i> | 2014 |
| • Hurricane Isaac , <i>Contracts & Logistics Manager</i> | 2012 |
| • Hurricane Irene , <i>Contracts & Logistics Manager</i> | 2011 |
| • Deepwater Horizon Oil Spill , <i>Contracts & Logistics Manager</i> | 2010 |
| • Hurricane Gustav & Ike , <i>Contracts & Logistics Manager</i> | 2008 |
| • Hurricane Katrina, Wilma & Rita , <i>Logistics Manager</i> | 2005 |
| • Hurricane Charley , <i>Field Manager in Volusia County, FL</i> | 2004 |

Additional Experience and Skills

Gulf Equipment Corporation

Contractor

1999-2000

- Site preparation and installation of tower, grounding systems and equipment

Education/Military

- | | |
|--|-----------|
| ▪ University of South Carolina | 2000-2003 |
| ▪ U. S. Army - 12B Combat Engineer | 1995-1998 |
| <i>Placement and removal of explosives and obstacles</i> | |

Amber Ramsay

Public/Community Relations and Marketing Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

- Almost 20 years of experience in disaster recovery and marketing.

Disaster Debris Management Experience

CrowderGulf

1999-Present

Community Relations/Media Manager

- Liaison between CrowderGulf Project Managers in the field and US Army Corp of Engineers, elected officials, public works directors, the incident commander at the EOC (Emergency Operations Center) and clients
- Coordinate directly with PIO (Public Information Office) to manage release of information pertaining to debris recovery operations
- Assist in preparing media releases regarding debris segregation and scheduling
- Facilitate information flow to CrowderGulf Project Managers regarding FEMA eligibility criteria
- Establish and manage Community Debris Hotline
- Manage CrowderGulf's Damage Claim Program
- Conduct annual training for clients with existing contracts
- Represent CrowderGulf at national, regional and state professional conferences and seminars
- Participate in continuing education conferences pertaining to debris management

Hurricane Matthew (2016)

- 46 Simultaneous Activations in SC

Hurricane Hermine (2016)

- City of Tallahassee, FL
- Leon County, FL

Winter Storms, Flooding & Tornado (2015/16))

- Various Disaster Debris Removal

Sandy (2012-2013)

- NJ Disaster Debris & Waterway Clean-up

BP Horizon Oil Spill (2010-2012)

- Baldwin County, FL
- City of Gulf Shores, AL
- City of Orange Beach, AL

New York State Ice Storm (2006)

Hurricane Rita (2005)

- US Army Corp of Engineers Contract
 - Calcasieu Parish, LA
 - City of Lake Charles, LA

Hurricane Katrina (2005)

- Pascagoula, MS

Hurricane Ivan (2004)

- Pascagoula, MS

Hurricane Charley (2004)

- Lee County, FL
- Town of Ft. Myers Beach, FL
- City of Ft. Myers, FL
- Sanibel Island, FL
- Captiva Island, FL

Hurricane Charley Debris Projects (2004)

- Volusia County, FL
- City of Palm Coast, FL
- City of Edgewater, FL

Hurricane Fran Debris Project (1996)

- City of Wilson, NC

Hurricane Erin Debris Project (1995)

- City of Pensacola, FL

Hurricane Opal Debris Projects (1995)

- Panama City, FL
- Bay County, FL

Education

- Bachelor of Science Auburn University, Auburn, AL

Certifications

- NIMS Certified
- FEMA...

Areas of Expertise

DOCUMENTATION SPECIALIST; DATA ANALYSIS SPECIALIST; ACCOUNTS RECEIVABLE MANAGER; DATABASE MANAGER

Relevant Qualifications & Experience

2004 THROUGH PRESENT

DOCUMENTATION SPECIALIST

- Documentation management - Ensure that there is accurate and ample documents that record the work completed
- Historical data preservation and experience for proposals - Provide tables and charts with accurate figures from historical work completed to display CrowderGulf's accomplished work

DATA ANALYSIS SPECIALIST

- Data analysis - Review data for accuracy and capturing the information needed as directed by the contract
- Audit assistance and investigation - Assist and provide Client's needed documentation and analysis reports to respond to questions in an audit

ACCOUNTS RECEIVABLE MANAGER

- Invoicing clients from reconciled data - Create accurate invoices from Client preferences and contract specifics
- Client and Client representative relations for reconciliation and documentation - Work with Clients and their representatives to reconcile data at the satisfaction of the Client and their timeline

STORM RELATED EXPERIENCE (PARTIAL LISTING)

2014 Severe Storms	>46 invoices reconciled & generated
2014 Ice Storm Pax, Ulysses	>24 invoices reconciled & generated
2012 Hurricane Sandy	>80 invoices reconciled & generated
2012 Hurricane Isaac	>16 invoices reconciled & generated
2011 Hurricane Irene	>153 invoices reconciled & generated
2011 Tornado Recovery	>63 invoices reconciled & generated
2008 Hurricane Ike	>2,350 invoices reconciled & generated
2005 Hurricane Wilma	>33 invoices reconciled & generated
2005 Hurricane Rita	>18 invoices reconciled & generated
2005 Hurricane Katrina	>186 invoices reconciled & generated

DATABASE MANAGER

- Database development, creation and management
 - Assisted in development of innovative database that assist in more accurate accounting of data
 - Create a database specific to each Client's needs and to the needs the event requires
- Contract knowledge as it pertains to documentation, pricing line items and invoicing
 - Review each project contract as to the specific requirements of the scope of work and define on a project basis the best process to capture the required data

DATABASE MANAGEMENT (PARTIAL LISTING)

2014 Severe Storms	12 databases created & managed
2014 Ice Storm Pax, Ulysses	7 databases created & managed
2012 Hurricane Sandy	3 databases created & managed
2012 Hurricane Isaac	6 databases created & managed
2011 Hurricane Irene	29 databases created & managed
2011 Tornado Recovery	8 databases created & managed
2008 Hurricane Ike	100 databases created & managed
2005 Hurricane Wilma	33 databases created & managed
2005 Hurricane Rita	18 databases managed
2005 Hurricane Katrina	49 databases managed

Education

- ❖ University of Southern Mississippi, Paralegal Studies
- ❖ Remington College, Electronics & Computer Engineering Technology
- ❖ Faulkner State Community College, Undergraduate Studies

Jenny Todd Weaver

Subcontractor S/MBE Manager

Areas of Expertise

SUBCONTRACTS; MINORITY AND DISADVANTAGED BUSINESS INVOLVEMENT; RFP PREPARATION

Relevant Qualifications

- Ten years of experience in disaster recovery and management.
- Strong legal background
- Nine years proposal preparation
- Managed subcontractor activations over various simultaneous events for CrowderGulf's disaster debris projects.

Disaster Debris Management Experience

CrowderGulf

2008-Present

Subcontractor S/MBE Manager

- Subcontract execution during activations.
- Manage subcontractor compliance with all state and federal requirements.
- Develop and implement Company S/MBE utilization plan.
- Continually solicit local subcontractors and MBEs during and after the bidding process to maintain client goals.
- Assist in Proposal organization and review.

Contract Analyst/Administrator

2006-2008

- Assist in Pre-Event Request for Proposal preparation and overviews of all existing contracts
- Accounts receivable/payable oversight.
- Manage Subcontractor Database

Data Management Analyst/Specialist

2005-2006

- Managed and maintained debris area databases, while organizing all debris ticketing and field certifications
- Implemented deductive reasoning and problem solving with field errors
- Maintained and analyzed all reconciliation records for the various debris locations
- Performed investigations into all discrepancies over payroll and hauling of Subcontractors
- Prepared final reconciliations between Municipalities and Subcontractors invoices for weekending payrolls

Activations Worked:

Hurricane Matthew (2016)

46 Activations throughout the East Coast

Hurricane Hermine (2016)

2 Activations in Florida

Sever Storms, Flooding & Tornadoes (2015/16)

Debris Removal Services for various municipalities

Ice Storms Pax and Ulysses (2014)

3 Activations over North and South Carolina

Hurricane Sandy Debris Projects (2012/13)

2 activations for

- Kitty Hawk, NC and the
- State of New Jersey

Hurricane Isaac Debris Projects (2012)

- 9 activations over 3 States

BP Oil Spill (2010/12)

1,200 People and 700 pieces of equipment

- Baldwin County, AL
- City of Gulf Shores, AL
- City of Orange Beach, AL
- Town of Dauphin Island, AL

Tornadoes April and May Outbreak (2011)

- Various activations over Alabama, Missouri and Florida

Hurricane Irene Debris Projects (2011)

- 24 activations over North Carolina and Virginia; Six additionally awarded

Hurricane Ike Debris Projects (2008)

- 36 activations over 3 states with over 200 Subcontractors activated

Hurricanes Katrina, Rita & Wilma(2005)

- 56 Activations over 5 states activating over 500 subcontractors for Debris Projects

Education

- Bachelor of Science, Marketing/Minor in Mathematics
- Associates Degree, General Studies

University of Alabama, Tuscaloosa, AL
Faulkner State Community College, Bay Minette, AL

E. References

TAB E. REFERENCES

1. **Client:** Aransas County, TX
Address: 301 N. Live Oak Street, Rockport, TX 78382
Contact: Rick McLester, Emergency Management Coordinator, 361-790-0100, mclester@aransascounty.org
2017 Hurricane Harvey (9/5/2017 - Ongoing)
 - Removed & disposed of vegetation, C&D, C&D compacted, mulch, leaners/hangers (14,938 trees), white goods (6,039) and HHW (22,760 lbs)
 - Reduction by grinding (3 - sites)

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Harvey	\$24,490,716
	2,006,840+

2. **Client:** City of Corpus Christi, TX
Address: 2525 Hygeia, Corpus Christi, TX 78415
Contact: Lawrence Mikolajczyk, Director of Solid Waste, 361-857-1972, lawrencem@cctexas.com
Project Title: **2017 Hurricane Harvey (8/31/2017 - Ongoing)**
 - Removed & disposed of vegetation, mulch and hangers (28,601 trees), reduction by grinding (2 sites)**2017 Non Disaster Related (6/2017-7/2017)**
2016 Non Disaster Related (4/2016-5/2016)
2015 Non Disaster Related (5/2015)
2014 Non Disaster Related (7/2014)
 - Removed & Disposed: vegetation, C&D, emergency brush collection

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Harvey	\$7,870,823+
2017	\$299,977
2016	\$494,444
2015	\$203,330
2014	\$46,709
	599,197+
	41,663
	68,672
	26,406
	6,487

3. **Client:** City of League City, TX
Address: 601 2nd St, League City, TX 77573
Contact: Denny Holt (now Bruce "Chip" Merrick Mahan), Emergency Management Coordinator, 281-554-1300, chip.merrick@leaguecity.com
Project Title: **2017 Hurricane Harvey (9/8/2017 - Ongoing)**
 - Removed & disposed of C&D, white goods (3,207), E-waste (3,407) and HHW (102,400 lbs)**2008 Hurricane Ike (9/2008-1/2009)**
 - Removed & Disposed: vegetation, C&D, mulch, leaners/hangers, white goods, reduced by grinding

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Harvey	\$2,435,872+
Ike	\$4,108,866
	116,461+
	335,140

4. **Client:** Nueces County, TX
Address: 901 Leopard Street - Room 106, Corpus Christi, TX 78401
Contact: Christopher Boyce, Emergency Management Coordinator, 361-888-0513, christopher.boyce@nuecesco.com
Glen Sullivan, Public Works Director, 361-888-0490 ofc, 361-533-2356 cell, glen.sullivan@nuecesco.com
2017 Hurricane Harvey (9/14/2017 - Ongoing)
 - Removed & disposed of vegetation and C&D

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Harvey	\$63,323
	6,836

5. **Client:** Port Arthur, TX
Address: 44th Street, Port Arthur, TX 77640r
Contact: Armando Gutierrez, Public Works Director, 409-983-8513, armando.gutierrez@portarthurtx.gov
2017 Hurricane Harvey (9/8/2017 - Ongoing)
 - Removed & disposed of C&D, compacted C&D, white goods (1,642) and E-waste (36,766)

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Harvey	\$11,194,596+
	702,201+



CrowderGulf
RFP 2018-04 for Debris Management Services
City of Friendswood, TX

6. **Client:** City of Rowlett, TX
Address: 4000 Main St, Rowlett, TX 75088
Contact: Jim Proce, Asst. City Manager, 972-715-6113, jproce@rowlett.com
Ed Balderas, Assistant Emergency Management Coordinator 972-412-6230 c: 214-557-9506, ebalderas@rowlett.com
Project Title: 2016 Tornado (2/2016-4/2016)
▪ Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49)
▪ Monitored by True North – ADMS
Contract Value: **CY Recovered & Reduced:**
Tornado \$680,036 70,738
7. **Client:** City of Webster, TX
Address: 855 Magnolia, Webster, TX 50595
Contact: Shannon Hicks, Director of Public Works, 281-316-3707, shicks@cityofwebster.com
Joe Ferro, Emergency Management Director, 281-316-3712 jferro@cityofwebster.com
Project Title: 2017 Hurricane Harvey (9/8/2017-10/3/2017)
▪ Removed & Disposed: vegetation, C&D, white goods (6), E-waste and (89), HHW (2,580)
2008 Hurricane Ike (9/2008-10/2008)
▪ Removed & Disposed: vegetation, C&D, white goods, canal debris by Side Scan Sonar
Contract Value: **CY Recovered & Reduced:**
Harvey \$ 46,606 2,140
Ike \$187,227 13,220
8. **Client:** City of Aventura, FL
Address: 19200 W Country Club Dr, Aventura, FL 33180
Contact: Robert Sherman, Community Services Director, 305-466-8930, rsherman@cityofaventura.com
Project Title: 2017 Hurricane Irma (9/15/2017-Present)
2005 Hurricane Wilma (10/2005-11/2005)
▪ Removed & Disposed: vegetation, C&D, mulch, stumps (104)
▪ Reduced by grinding
2005 Hurricane Katrina (9/2005)
▪ Removed & Disposed: vegetation, C&D
Contract Value: **CY Recovered & Reduced:**
Irma \$349,602 10,865
Wilma \$359,967 17,168
Katrina \$30,462 2,437
9. **Client:** City of Edgewater FL **Population: 20,750**
Address: 409 Mango Tree Drive Edgewater, FL 32132
Contact: Brenda Dewees, Director of Environmental Services, 386-424-2400, bdewees@cityofedgewater.org
Project Title: 2017 Hurricane Irma (9/19/2017-Ongoing)
▪ Removed & disposed of vegetation
2016 Hurricane Matthew (10/8/2016-12/6/2016)
▪ Removed & disposed of vegetation, Grinding Ops, DMS Sites, Leaners & Hangers
Contract Value: **CY Recovered & Reduced:**
Irma \$409,725+ 57,936+
Matthew: \$2,936,463 201,602

F. Pricing



\$ PER CUBIC YARD

1. **ROW VEGETATIVE DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility. \$ 8.25
2. **ROW C&D DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible C&D debris on the TOW to an approved TDSRS or other designated disposal facility. \$ 9.75
3. **DEMOLITION, REMOVAL AND TRANSPORT OF ELIGIBLE STRUCTURES**
Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. \$ 12.50
4. **TSDR MANAGEMENT AND OPERATIONS**
Work consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris. \$ 1.35
5. **REDUCTION OF STORM GENERATED DEBRIS THROUGH GRINDING**
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding. \$ 2.70
6. **REDUCTION OF STORM GENERATED DEBRIS THROUGH AIR CURTAIN INCINERATION**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration. \$ 2.00
7. **REDUCTION OF STORM GENERATED DEBRIS THROUGH CONTROLLED OPEN BURNING**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning. \$ 1.40
8. **HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE**
Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility. **Note: Includes 0-20 Miles** \$ 4.15

9. **REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS**
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.

	\$ Per Tree
6 inch to 12 inch diameter	\$ <u>30.00</u>
13 inch to 24 inch diameter	\$ <u>90.00</u>
25 inch to 36 inch diameter	\$ <u>160.00</u>
37 inch to 48 inch diameter	\$ <u>250.00</u>
49 inch and larger diameter	\$ <u>300.00</u>
Hanger Removal (per tree)	\$ <u>80.00</u>

Signature of Proposer

John Ramsay

10. REMOVAL OF ELIGIBLE HAZARDOUS STUMPS

\$ PER STUMP

Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.

25 inch to 36 inch diameter

\$ 200.00

37 inch to 48 inch diameter

\$ 275.00

49 inch and larger diameter

\$ 400.00

11. ABANDONED ELIGIBLE VEHICLE REMOVAL

\$ PER UNIT

Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 225.00

12. ABANDONED ELIGIBLE VESSEL REMOVAL

\$ PER LINEAR FOOT

Work consists of the removal of abandoned vessels **on land** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 22.00

Work consists of the recovery of abandoned vessels **in water** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 45.00

13. ELIGIBLE ANIMAL CARCASS REMOVAL AND DISPOSAL

\$ PER POUND

Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 0.50

14. ROW WHITE GOODS DEBRIS REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.

\$ 45.00

15. FREON REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.

\$ 40.00

16. FILL DIRT

\$ PER CUBIC YARD

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.

\$ 15.00

17. E-WASTE REMOVAL

\$ PER UNIT

Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.

\$ 40.00

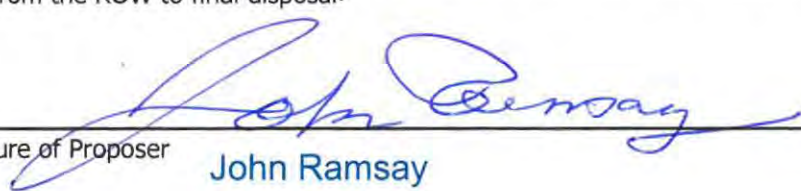
18. HOUSEHOLD HAZARDOUS WASTE REMOVAL

\$ PER LB.

Work consist of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.

\$ 5.00

Signature of Proposer


John Ramsay

19. Debris Management and C&D Reduction by Compaction

\$3.95 per CY

Hourly Equipment Rates - Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$165.00
JD 644 Wheel-Loader with debris grapple	Hour	\$175.00
Extendaboom Forklift with debris grapple	Hour	\$128.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$80.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$80.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$80.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$61.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$125.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$175.00
JD 648E Log Skidder, or equivalent	Hour	\$135.00
CAT D4 Dozer	Hour	\$105.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$230.00
CAT125 - 140 HP Motor Grader	Hour	\$145.00
JD 690 Trackhoe with debris grapple	Hour	\$165.00
JD 690 Trackhoe with bucket & thumb	Hour	\$165.00
Rubber Tired Trackhoe with debris grapple	Hour	\$175.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$88.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$150.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$260.00
Hand Fed Debris Chipper	Hour	\$47.00
300 - 400 Tub Grinder	Hour	\$473.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$575.00
30 Ton Crane	Hour	\$203.00
50 Ton Crane	Hour	\$230.00
100 Ton Crane (8 hour minimum)	Hour	\$350.00
40 - 60' Bucket Truck	Hour	\$169.00
Service Truck	Hour	\$95.00
Water Truck	Hour	\$95.00
Portable Light Plant	Hour	\$35.00
Equipment Transports	Hour	\$145.00
Pickup Truck, unmanned	Hour	\$20.00
Self-loading Dump Truck with knuckleboom & debris grapple	Hour	\$225.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$65.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$98.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$97.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$122.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$149.00
Power Screen	Hour	\$230.00
Stacking Conveyor	Hour	\$50.00
Off Road Trucks	Hour	\$205.00

Hourly Labor Rates and Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$85.00
Superintendent with truck, phone & radio	Hour	\$70.00
Foreman with truck, phone & radio	Hour	\$65.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$68.00

Inspector with vehicle, phone & radio	Hour	\$43.00
Climber with gear	Hour	\$122.00
Saw Hand with chainsaw	Hour	\$44.00
Laborers & Flagmen	Hour	\$38.00
Timekeeper	Hour	\$47.00
HazMat Professional	Hour	\$243.00
Household HazMat Inspection & Removal Crew	Hour	\$149.00

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$28.00

PUSH CREW	Unit	Unit Price
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/ Small Tools	HR	\$395.00

NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

G. Conflict of Interest



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

None / Non-Applicable

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 Not-Applicable

Signature of vendor doing business with the governmental entity

3/15/2018

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

A vertical decorative bar on the left side of the page, featuring a sunset scene with a bright sun low on the horizon, its light reflecting on the water. Silhouettes of trees and industrial structures are visible in the background.

H. Certifications



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

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

BIDDER MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED IN ORDER TO VERIFY RECEIPT

Addendum #1 None Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

BIDDER MUST FILL IN AND SIGN

Name of Firm/Company CrowderGulf, LLC

Representative's Name John Ramsay

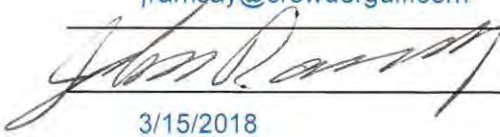
Representative's Title President & CEO

Mailing Address 5435 Business Parkway

City, State, Zip Theodore, AL 36582

Phone & Fax Numbers Office 800-992-6207 / Fax 251-459-7433

E-Mail Address jramsay@crowdergulf.com

Authorized Signature 

Date 3/15/2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

CrowderGulf, LLC
Theodore, AL United States

Certificate Number:
2016-45138

Date Filed:
04/25/2016

Date Acknowledged:

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramsay, Lyman M.	Theodore, AL United States	X	
Ramsay, Jr., Lyman W.	Theodore, AL United States	X	
Ramsay-Naile, Ashley	Theodore, AL United States	X	
Ramsay, John	Theodore, AL United States	X	

Example

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ashley Ramsay-Naile, this the 25th day of April, 2016, to certify which, witness my hand and seal of office.

Kerrie A. Noll

Signature of officer administering oath

Kerrie A. Noll

Printed name of officer administering oath

Notary Public

Title of officer administering oath



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



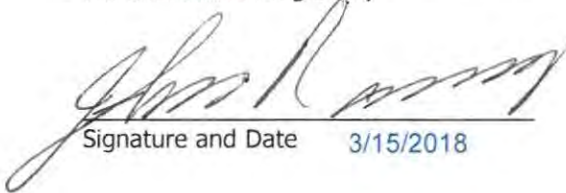
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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.

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

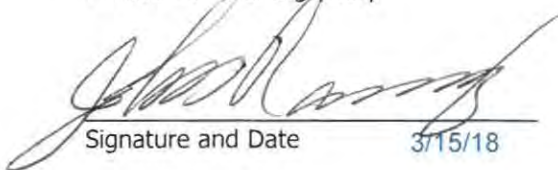
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/18

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



4. EQUAL EMPLOYMENT OPPORTUNITY

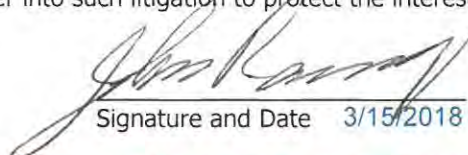
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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."

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.

Equal Employment Officer: Mary G. White
Office #: 251-478-6848
Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO



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.

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

John Ramsay, Pres & CEO

Printed name of Signatory

Handwritten signature of John Ramsay in blue ink.

Signature and Date

3/15/2018

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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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, CrowderGulf, LLC, 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 15th day of March, 2018

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

John Ramsay

Printed Name of Bidder/Contractor/Subcontractor's Authorized Official 3/15/2018

President & CEO

Title of Authorized Official

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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.

John Ramsay, Pres & CEO

Printed Name of Signatory

A handwritten signature in black ink, appearing to read "John Ramsay", is written over a horizontal line.

Signature and Date 3/15/2018

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.

John Ramsay, Pres & CEO

Printed Name of Signatory

A handwritten signature in black ink, appearing to read "John Ramsay", is written over a horizontal line.

Signature and Date 3/15/2018

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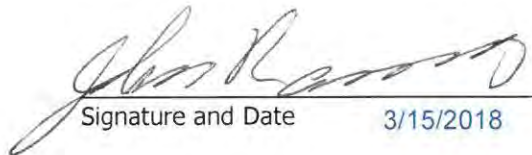


10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

John Ramsay, Pres & CEO

Printed Name of Signatory

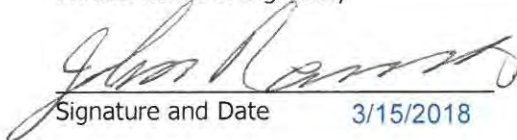

Signature and Date 3/15/2018

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.

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

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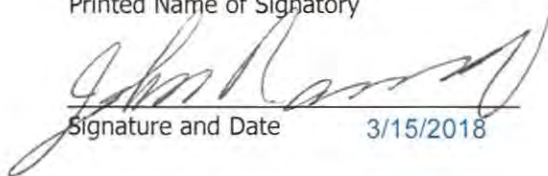


12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

John Ramsay, Pres & CEO

Printed Name of Signatory


Signature and Date 3/15/2018

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14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

John Ramsay, Pres & CEO

Printed Name of Signatory



Signature and Date 3/15/2018

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15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, John Ramsay (Person name), the undersigned representative
of (Company or Business name) CrowderGulf, LLC
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.

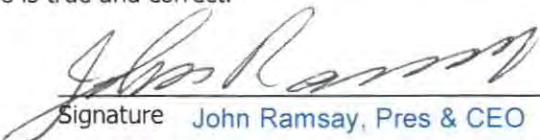
3/15/2018

Date


Signature of Company Representative John Ramsay

On this the 15th day of March, 2018, personally appeared
John Ramsay, Pres & CEO of CrowderGulf, the above-named person, who after by me being duly
sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL


Signature John Ramsay, Pres & CEO
3/15/2018

Date



Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



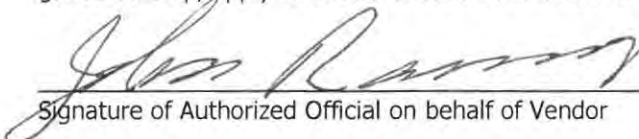
CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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


Signature of Authorized Official on behalf of Vendor

John Ramsay, President & CEO

Name and Title of Authorized Official on behalf of Vendor

CrowderGulf, LLC

Name of Vendor

15th day of March, 2018
Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

Pre-Qualified M/SBE Subcontractors & Available Resources

CrowderGulf has either used the following subcontractors on previous disaster recovery projects or they have already been pre-qualified through our Subcontractor Database System. Local aid is imperative to successful removal process because they hold personal knowledge of the area that can be beneficial to the overall operations. By having the following companies pre-qualified, our Subcontractor Management staff keeps up-to-date Subcontracts, insurance documents and equipment lists which allow for an immediate start after a disaster.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified HUB firms will be based on CrowderGulf's activation by the City of Friendswood. As a matter of sound business practice, CrowderGulf is committed to promoting the use of small, minority firms and/or women owned small business firms for contract work whenever and wherever possible.

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Austin Construction	Palestine		1	1	1	1					2			1	2		1			1						
AAA Trophy	Lufkin																									
Rhodes Tree Service	Lufkin	X		1		1	2		1					1	1				1	1						
Naismith Marine Services	Rockport																						1	10		
Balloon Up Inc.	Paige				1															1						
Terra Excavating Service	Bastrop	X	1	5			1		1					1						2						
D Watson Companies	Salado			35	5		2													5						
Felix Maldonado Trucking	San Antonio	X		15	1	1	2	3	2			1		1	1				4	2						1
La Med Facility Maintenance & Demolition	San Antonio	X	1	2				2			1	2					1			1		5	1			
Ocean 2 Ocean	San Antonio	X						1				1		1	1					2						
Texas Auto Salvage	San Antonio			7	1		3	4	2		7				1					4						
Four States Recovery	Texarkana	X		10	10	1	1		1	1				1	2		2			4						
Brazos Sand Supply Company	Rosharon						3		2						1	1										
Exceptional Tractor Works LLC	Angleton		1	2	2				2				2	1	2			1								
Garner Paving & Construction, Ltd.	Danbury		1	2				3	1	1	1	1		1	2	1		2		2					1	
Hurricane Construction, Ltd.	Alvin	X																					1			

Subcontractor	City	M/WBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradelMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Vernor Material & Equipment	Freeport		1	30			2		5		2					1				4						
X2 Services	Rosharon			2	2		2	4	2	1								3								
Blackstone Builders, Amstad LLC	College Station			2	6			1			2															
Rios Trucking Company	Hearne			5	4																					
L & P Contracting	Brownwood				1		1				1						1									
Total Construction	Dilley		1	6	3	6	6	3	10	2	1	1	1		16	3	1	3	7	3						
Bryant Industrial Services, LLC	South Padre Island		1	5	2		5	6	2	3	2	1		2	2					3						
Smoke Brothers	Naples					9													4				10			
Timber Ridge Investments	Linden			15	3	3	1	3	2		3				1					1						
Bayside Equipment, Inc.	Anahuac		1	4	4			4	4		2			2	2		5			1						
Cecil W. Parker	Mont Belvieu																									
CLM Equipment Company, Inc.	Baytown		1				11		35					15	10					20						
FCC Environmental	Baytown													10						20						
L6 Partners, LLC	Anahuac		1	1					1		1				1	1										
Mcllvain Enterprises Inc.	Winnie								5																6	
Turner Construction	Anahauc		1	3	3		8	5	10	4	3	2		3	5	2				3						
Hat Creek Construction	Jacksonville			3					3						3					2						
Hilton Services, LP	Rusk							30	4		5				2			2								
AeRooke Services LLC	Celina	X	1					4			1			2	2		1			1						
American Enviro-Remediation, LLC.	Dallas	X	1																							
Dougherty Sprague Environment, Inc.	Richardson	X																								
Laurus Construction Field Office	Prosper			4	8	2	5	15	3	5	2	2		4	3	1				6						
Phoenix Contracting, LLC	Weimar	X	1	6			1	1		3	1				2	1				1				1		2
Tinys Timber	Weimar			2		1		1	1		1									3						
D & M Owens, Inc.	New Braunfels		1	1			3	2			1	3			2	3				5						
Eggemeyer Land Clearing, LLC	New Braunfels		1	1			1		3	2	1				1			2		2		2				
Geosource, Inc.	Bulverde		1	7	3		7	8	2		1				2		1	1		2						

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	Vac Trucks
Hoss Land Service, LLC	Bulverde	X	1						2		1							1	1		3	2				
Tri-Built Services, Inc	Spring Branch				3												1			2						
Brentisaacks, Inc	Gatesville			6	1	2	1	10	4	7	5	2		2	3	2	5	3	1	6						
Billy L. Nabors Demolition	Seagoville		1	11			1	5	5		1	1		1	4					4						
Cross Creek Landscape	Garland			1	2															1						
McKenzie Trucking	Dallas	X	1	7							2															
Paradigm Field Services, LLC	Irving	X		3	1	1	3	1	3	2	1	1	1	1	2	1	1	2	2	3	1	1	1	1		1
SOV Premier Logistics, LLC	Mesquite	X																								
Aftermath Disaster Recovery, Inc.	Prosper	X																								
Metro-Plex Excavating, Inc.	Lewisville		1	15			14	12	11		4			10	5			4								
Rimrock Enterprises Inc.	Justin	X		7		2	4	4	4	1	1			1	1	1	1							2	2	
CNY Trucking	Sugarland			4			2																			
Warr Construction, Inc.	Simonton			3			1	4	3		4		2		5											
A & M Remediation & Dirtwork	Crystal Beach	X		4	2				3		2				2					2						
APEC, LLC	Galveston	X		1	1			3		1	1			2						2						
Base Construction	Hitchcock						3	7	3			1		3	3					1						
Bayway Homes	Friendswood			11	1															4						
Chaney Land Group	Bacliff			1	1		1	1	2	1	1			1	1		1		1							
Coastal Safety & Environmental, Inc.	Kemah	X		4				4		4					4					10				2	2	8
Ernest Robinson	Texas City	X			1																					
Everglades Service Co, LLC	Galveston	X	1	1	10	5	5													5			4			
F & M Service	Galveston	X			5																					
LGM Dirt Works	San Leon			1				3			1															
Mabe's Hauling	Santa Fe			14					2		1			2												
Native Services, Inc.	Friendswood			40																5						90
Port Bolivar Management Co.	Port Bolivar		1	2			2		2			1								2						
Putnam Services, LLC	Bacliff		1	30				5	2		1				1				10	2					1	
Ryll International	Texas City	X		26	7	4	4		2						2					4						

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradelMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Strayhorn Trucking & Construction, LLC.	Crystal Beach		1	3	1	1	1	3	2		1				1				1	2						
TMG	League City	X	1	7	1		4	1	1	1	1	2			1								4			2
Traylor Bros., Inc.	Galveston						3	20	1	10	1				1					1				15		
Peninsula Marine, Inc.	Port Bolivar		1		5		1			2	1			1	1					5			1	10	10	
Jose Hidalgo	Schertz	X			7			1																		
Grayburg Lumber	Sour Lake	X				4	1				1			2	3					2						
King Homes	Lumberton				1			4	1		1		1		2											
1983 U. C. I.	South Houston	X				1		2			1									2						
A&A Trucking LLC	Baytown	X	1	125											5											
A. Demolition	Houston			4			2		25		4			1	7				9	11	3					
AD Construction & Development	Houston			40																12						
AG Excavation Construction, LLC	Katy			2				1	1																	
Andrade's Cleanup, Inc.	Houston	X		20			10	5	2								1	1		4						
Apache Waste	Houston			9			3				1															
B Smith Contractors Inc.	Houston	X		25			6		6		1	1	1	1	5			3	2	3						
Bane Machinery Houston LTD	Houston						10		30					15	15											
Bay Area Industrial Contractors, Ltd.	La Porte	X																								
Cherry	Houston		1	41			15					6	2		3					10						
Clean Harbors Environmental Services	Houston																									
Compacta Construction Inc.	Tomball		1				1	1	1	1	1			1	2											
Corrigan Consulting, Inc.	Houston																									
Cottonwood Debris Company	Katy		1	2	12	3	5	2	2		1	1			2				3	4						
CRG Unlimited	Houston			4				2	5		1			1						1						
Dirt Cheap Mulch Company, Inc.	Humble	X	1	2			1		2						1			2				1				
Disaster "R" Us	The Woodlands	X	1	11	10	2		2	2					1	2				8	5						
Dora Fannon & Associates	Houston	X		30	10	2	7	4	1	1	6			4					10							
Earthworx	Spring			32			23		14		3			10	10					25						

[illegible]

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Streams Construction	Houston							3																		
Sun Coast Resources, Inc.	Houston	X																								
Sunbelt Construction	Houston				4				4					4												
TORKE, LLC	Houston			35	35	3	1												3	7						
Turner Paving and Construction Inc.	Houston	X	1	3			3	8	2		3	1	3	3	2	1										
United Civil Services, LLC	Houston	X	1	32	3		13		5	3		3		3	4					6						
United States Storm Recovery, USSR, Inc.	Houston	X		3	5		2		1		1						1			2						
Velez Trucking Inc.	Houston	X	1	70																						
W.T. Byler Company	Houston		1	20			7		51	11		19		32	42	14				3						
Highlander Construction, Inc.	Kyle							2												2						
A-TECH	Chandler				2		1				2				1											
Myers Construction	Athens				4															1						
Hurricane Relief ser.	Granbury				3															1						
B & W Logging Contractors, Inc.	Brookeland			1		2	4	10			3				1	1		2								
Keen Construction, LLC	Jasper			5			1	9	4	2	2			2	2	1										
Ruff Corporation	Sam Rayburn	X		7	12			4			4									4						
Shaver Construction & Contracting Services, LLC	Jasper		1	1				1	2		2				1					2						
2 Eazy Truckin	Beaumont	X		7																						
Bayou Construction & Excavation, LLC	Nederland			5			1	5	6		2	5		2	3											
Carla's Transport Services Inc.	Port Arthur	X		30																						
CIMA Utility	Beaumont	X	1	41	5	8	10	5	6		2		4	1	1		2	2	4	6						
Coastal Waste Disposal, Inc.	Beaumont								1						1											
CSB Construction, Inc.	Beaumont							2	1					1	1		1			1						
E & D Contractors LLC	Nederland		1						2	1					1					2						
E Source Holdings, LLC	Nederland			15				15	45					15					30	45						
Ella's Trucking & General Services	Beaumont	X																								
Global Disaster Services, Inc.	Beaumont		1	3	1	1	3	1	3	1	1	1	1	1	2	1	1	1	1	2	1	1	1	1	1	1

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Hartford Marine Services	Beaumont		1																					1	1	
Huffman Contractors, LLC	Nederland		1	3		1			2											3			1	5	7	
J & K Construction, LLC	Beaumont	X			10	5			2					2			1		5	2			10			
Kryptonite Builders	Beaumont																		5	4						
L & L General Contractors	Beaumont	X	1						1	1	2	1		1						2						
Premiere Services	Vidor					65								5	3			1		20			50			
Redwine Enterprise, Inc.	Port Arthur	X	1	20	2		2		7		2	1	1	2	3	1	1	1		7						
Salvage Specialists of Southeast Texas	Beaumont																									
Solis Trucking	Beaumont	X																								
Specialized Construction	Beaumont		1	1			1	1			1															
Take Dirt Hauling	Port Arthur	X		20																						
RCS Hauling	Burleson																							1		
PJM	Gillett			3		1	2	6			2									1						
Lowe Bros.	Munday	X			2		1		1		2									1	2					
MV Henke Enterprises, Inc.	Hallettsville	X		2	1		1	2							1		1	1		3						
Prime Demolition & Disposal	Yoakum	X		78	25	50	60	20	20			4			10	4	12	12	100	60						
Affordable Land Services LLC	Devers		1	5	2		4	8	7			2	3	3	12	1				5						
Hagan Services	Hardin			3																1						
TP Equipment Services	Dayton			4	8		3	4	3	1	2			1	2					11						
B & E Enterprises	George West	X		1																						
B & L Construction, Excavation, & Trucking	Llano			4			1		1	2		1			2	1				1						
Gideon Services	Midway					1																				
Aviles Construction	McGregor			2	2																					
Kenneth Graves	Axtell		1	3		4	2		1											8						
WTD Inc (West TX Dumpsters)	Midland			9	3			1																		2
Crecon	Rockdale				1				1		1									1						
Diamond L Construction	Thorndale	X			2															1						

[illegible]

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTractor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
Bean Construction INC	Newton			5		2	1		5	10	2				2	1				3						
Red Watson Logging, Inc.	Wiergate		1	3	4	6	2	2	2		4			1	4	2	3			5	3					
Circle Zebra Fabricators LP	Robstown	X		11			2		2	10						2				2						
Frontier Surveying Company	Corpus Christi	X	1																							
Haas-Anderson Construction, LTD.	Corpus Christi		1	23			25	80		10	2	5		20	6	14										
Partners Two Inc.	Corpus Christi	X																								
Ram-Bro Contracting, Inc.	Robstown	X																								
Cajun Boy Dirt & Equipment, Inc.	Vidor			3	1		2		1		1				1					2						
Category 5 Restoration & Construction, Inc.	Orange	X		2	2	1		3	2	2		2			1				1							
Lanmark Staffing	Orange	X																								
Diamond L Enterprises	Poolville		1			7		10		2			1						2	4			5			
Overman's Tree Service	Kilgore		1		3	1											1			1						
Redneck Trailer Sales	Kilgore																									
D & K Logging	Cleveland					1			1		1			1	2					2						
McAnally Construction Co	Shepherd	X		42	102		2	40	18		10			5	18	5				10						
Baldwin Tree Services	Center			6	1	6		1			1												2			
Bronco Disaster Relief	Center		1		9	3	5	3	3		1				2	1				3						
Emi-Tech, Inc.	Timpson	X	1	1	4		1		2						3											
K & K Crushing, Inc.	Tyler																									
SWT Trucking Inc.	Tyler	X		5			2								1											
Eagle Remediation & Demolition Services, LLC	Hurst	X						3																		
Lloyd's Scrap Metal	Fort Worth	X			2																					
Nationwide Demolition & Environmental Services	Ft. Worth		1	45			6	5	4	5	2	2			2					15						
Tex-American Recycling, Inc.	Fort Worth			8			3		5		2			3	1					20						
Tomado Excavation	Roanoke	X		3	3			3	3											4						
Fernandez Trucking & Costruction	San Angelo			6		2	2		3	3	1			2	2	1				9						

Subcontractor	City	MWBE, VET, SDB or HUB	PUSH	Dump Trucks	PickupWDumpTlr	Knuckleboom	Wheel Loaders	halfTonPickupTruck	Hydraulic Excavators	trailerMountedFloodlight	LowbedTrailerWTactor	WaterTruck	AirCurtainBurner	BackhoeWLoader	Dozers	GradeMotor	Chipper	Tub Grinders	Self Loaders	Skid Steers	CDWalkingFloor80to110CY	MulchTrailer80to110CY	BucketTrucks	Barges	Workboats	VacTrucks
JetBlast Inc	San Angelo	X	1		4			2						2		1				8			4			
BMW Trucking	Austin	4		10																						
Crosswater Corporation	Austin																									
G. Limon Hauling Co.	Cedar Creek	X	1																							
KDF Enterprises LLC	Austin			6				3									1		6	1		7	6			
Melendrez Trucking, LLC.	Austin	X		20																						
Pegasus General Contractors, Inc	Valle			1	1			3																		
Petrocelli Services, Inc	Austin				1		1		1											1						
Sanford Water Works	Uvalde				12															4						
John McBride	Grand Saline	X																								
James Bonds Custom Land Clearing	Hockley		1						1			1						1								
Herzog Services	Brenham			2	2		1							1	1					1						
Metro Container LLC	Brenham			1	1		1																			
Laredo Concrete Cutting, Co.	Laredo			5	4		2		2	1	3	2		6		3				2						
ACE Construction	Taylor	X	1	3				2			1			1		1										
Amritt Construction	Cedar Park			5										1					1							
C.K. Reid Trucking	Liberty Hill		- 1																2	1			1			
Granger Lumber & Construction	Granger	X	1	1	2			1																		
Hollaway Excavation	Cedar Park				6		1	6				1								2						
Quantum Electric Inc.	Round Rock																									
Stocklin Co.	Round Rock		1	4										1	1		1			7						
Fowler Construction	Mineola		1														1		1	4			2			
Triple HHH Construction	Yantis								2						3											
Graygan Transport, LLC	Canton	X		2	3	1	1				5			1						1						



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for CrowderGulf, LLC (file number 801557137), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on February 27, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 15, 2017.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
8/29/2017**PRODUCER**Point Clear Insurance Services LLC
368 Commercial Park Drive
Fairhope, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A

THE GRAY INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

INSUREDCrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582-1675**COVERAGES**

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.

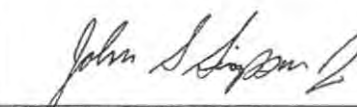
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	XSGL-074306	9/1/2017	9/1/2020	GENERAL AGGREGATE
	☒ COMMERCIAL GENERAL LIABILITY				Unlimited
	☐ OWNER'S & CONTRACTOR'S PROT				PRODUCTS - COMP/OP AGG
					\$3,000,000.00
					PERSONAL & ADV INJURY
A	AUTOMOBILE LIABILITY	XSAL-075300	9/1/2017	9/1/2020	\$1,000,000.00
	☒ ANY AUTO				EACH OCCURRENCE
	☒ ALL OWNED AUTOS				\$1,000,000.00
	☒ SCHEDULED AUTOS				FIRE DAMAGE (Any one fire)
	☒ HIRED AUTOS				\$50,000.00
A	GARAGE LIABILITY				MED EXP (Any one person)
	☐ ANY AUTO				\$5,000.00
					COMBINED SINGLE LIMIT
					\$1,000,000.00
					BODILY INJURY (Per person)
A	EXCESS LIABILITY	GXS-043291	9/1/2017	9/1/2018	BODILY INJURY (Per accident)
	☐ UMBRELLA FORM				PROPERTY DAMAGE
	☒ OTHER THAN UMBRELLA FORM				
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071021	9/1/2017	9/1/2020	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE ☒ INCL ☐ EXCL				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY
					EACH ACCIDENT
					AGGREGATE
A	OTHER				
					EACH OCCURRENCE
					\$4,000,000.00
					AGGREGATE
					\$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071021	9/1/2017	9/1/2020	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE ☒ INCL ☐ EXCL				WC STATUTORY LIMITS
					OTH ER
					EL EACH ACCIDENT
					\$1,000,000.00
A	OTHER				EL DISEASE - POLICY LIMIT
					\$1,000,000.00
					EL DISEASE - EA EMPLOYEE
					\$1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDERCity of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77456**CANCELLATION**

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



DRC

EMERGENCY SERVICES

Striking Back.



PO Box 17017 • GALVESTON, TX 77552
(888) 721-4372 • FAX: (504) 482-2852
www.drcusa.com

REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES

RFP NO. 2018-04

MARCH 20, 2018 • 2:00PM
ORIGINAL

CITY OF FRIENDSWOOD
910 SOUTH FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:

KRISTY FUENTES, KFUENTES@DRCUSA.COM



DEBRIS MANAGEMENT SERVICES

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MANAGEMENT SUMMARY

PO BOX 17017 • GALVESTON, TX 77552 • (888) 721-4372 • FAX: (504) 482-2852
www.drcusa.com

March 20, 2018

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

Re: Debris Management Services
RFP No. 2018-04

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Friendswood our proposal to provide Debris Management Services as required in the above referenced RFP. DRC is vastly familiar with the area and currently holds debris removal contracts with the Cities of Galveston and Houston. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 27-year record of 100% federal reimbursement for eligible work performed.

DRC has an office in Galveston, Texas, which is located less than one hour from the City of Friendswood. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Friendswood should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Friendswood, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Contact Person for the City of Friendswood is Kristy Fuentes who can be reached at information above, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Friendswood in the future.

Sincerely,


Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

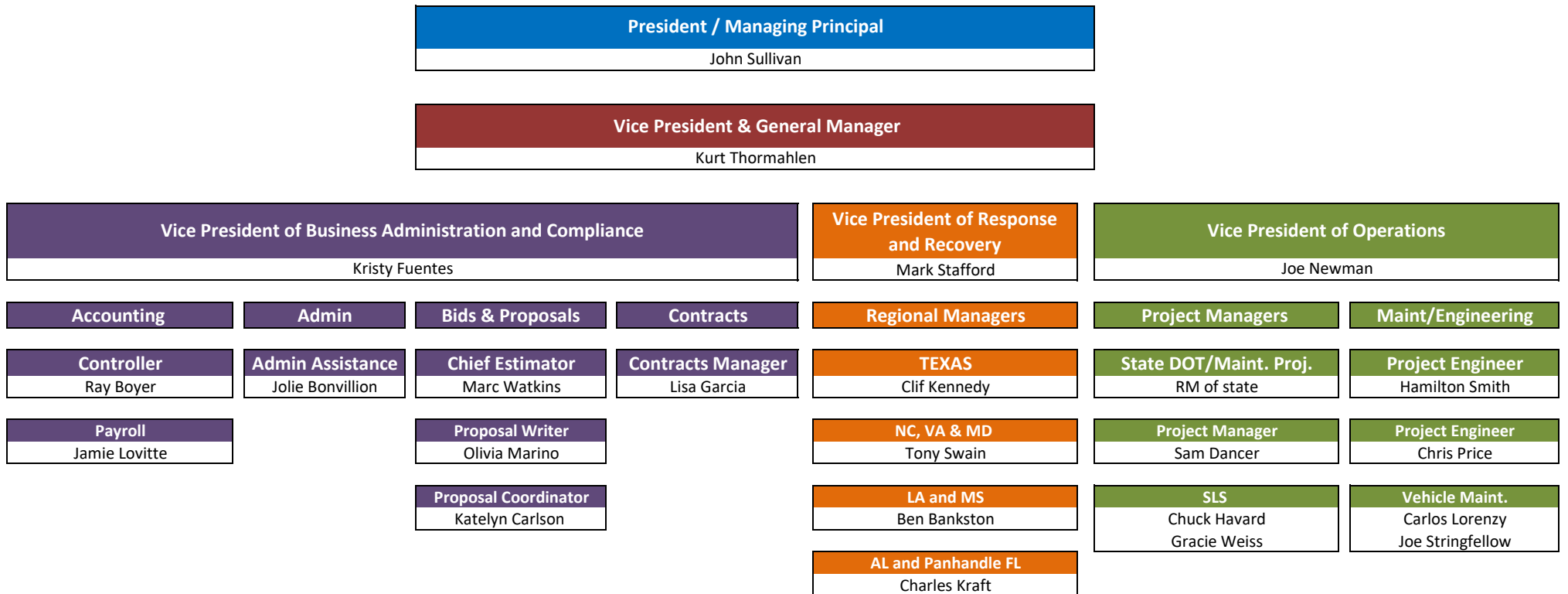
By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

DRC Emergency Services, LLC

Organizational Chart



TECHNICAL APPROACH

THE PRIMARY MISSION OF DRC EMERGENCY SERVICES, LLC IS TO PROVIDE A PROFESSIONAL, HONEST AND IMMEDIATE RESPONSE TO NATURAL AND MAN-MADE DISASTERS.

EVENT TYPE 1: SPOT JOBS

LOCALIZED DEBRIS REMOVAL

This scenario best describes “the emergency push.” This operation has a duration of not more than 70 hours and is the only debris work that qualifies for hourly pay and reimbursement under FEMA guidelines. The operational aspects of this work is relatively simple and requires very little special training. The most important aspects of this type of operation require advanced identification of priority routes to be cleared (Hospitals, Major Routes, and Fire Stations etc.) and coordination with the Power Company and Public Works. DRC would rely upon its own special equipment and the equipment of its local subcontractors for immediate response within the twelve hours following the event. DRC Emergency Services has performed hundreds of these responses in its 29 year history throughout the Southeast.

EVENT TYPE 2: SMALL EVENT

WIDESPREAD OR CITY WIDE EVENT INCLUDING THE REMOVAL, REDUCTION, AND HAULING OF ALL TYPES OF DEBRIS

EVENT TYPE 3: SIGNIFICANT EVENT (WOODY DEBRIS)

WIDESPREAD OR CITY WIDE EVENT INCLUDING THE REMOVAL, REDUCTION, AND HAULING OF WOODY DEBRIS ONLY

The operating plan detailed in this tab of the proposal more closely pertains to events of 250,000 cubic yards or greater (Event Types 4 and 5). Events as small as 2 and 3, (roughly 20,000 cubic yards) would simply involve a scaled down version of the elements described within. Typically, a project as small as this would require only a single TDSRS site of 15 or more acres and a single project manager and supervisor. Using five 100 cubic yard self-loaders, the first collection pass should only take 9-10 days with a total project completion accomplished in 15 to 20 days. Scheduling would be prioritized through daily meetings with Parish Staff member(s). The small amounts of HHW and white goods would be collected and processed separately within the same time frame. The operational elements of such a project are basically the same as will be described for events 5 and 6, however adjusted for scale.

EVENT TYPE 4: SIGNIFICANT EVENT (MIXED DEBRIS)

WIDESPREAD OR CITY WIDE EVENT INCLUDING THE REMOVAL, REDUCTION, HAULING, AND SEPARATING OF MIXED DEBRIS

EVENT TYPE 5: CATASTROPHIC EVENT

CITY WIDE EVENT INCLUDING THE REMOVAL, REDUCTION, HAULING AND SEPARATING OF MIXED DEBRIS AND SITE MANAGEMENT

In DRC Emergency Services twenty seven years history, we have established several industry benchmarks while responding to events such as this type (generally events producing greater than one million cubic yards). For instance, in our performance in the City of Houston, Texas in 2008, DRC collected 5.6 million cubic yards of woody debris, operated eight TDSRS sites in the City alone, while recycling 100% of the processed debris. Additionally, we established a FEMA record that continues to stand, by collecting 440,000 cubic yards in a single operating day.

Simultaneously, in Galveston Texas, DRC responded to a different type of event. The combination of wind and tidal surge produced over 1.5 million cubic yards of mixed debris. DRC operated several TDSRS sites in the City that called for the separation, processing and recycling of this debris.

The specifics of such operations are described below.

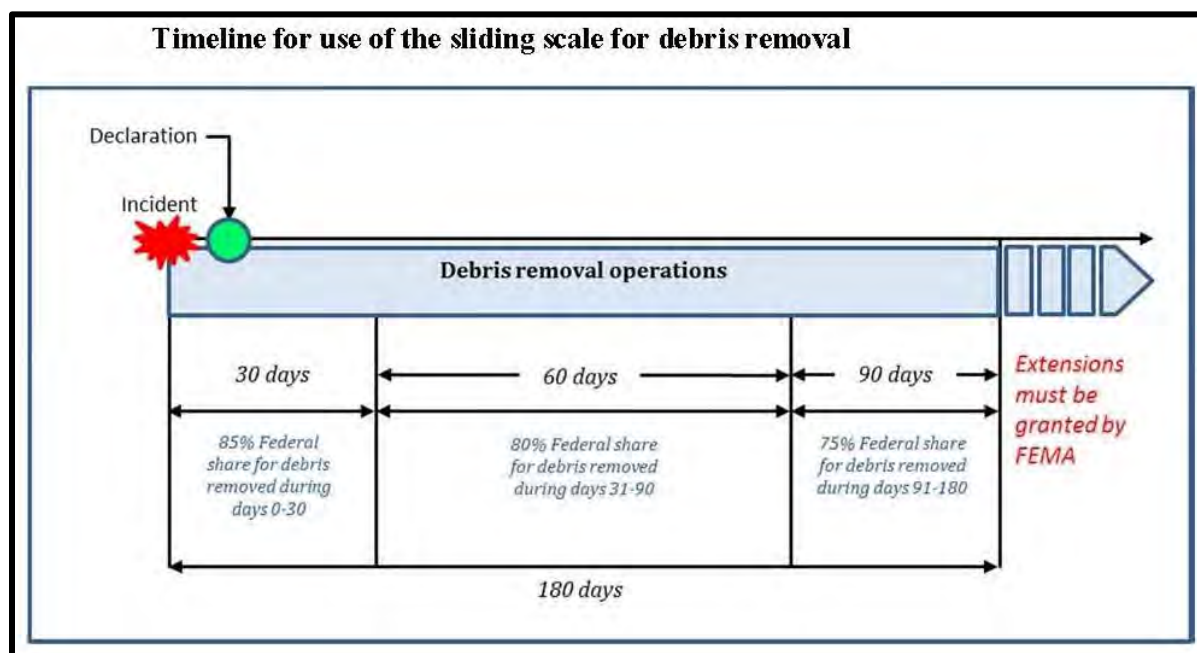
EXPERIENCE WITH FEMA REIMBURSEMENT

For the past 29 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44 C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's

reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 29-year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC, we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

PROJECT WORKSHEET AND APPLICATION PROCESS

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project
- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

INITIAL DAMAGE ESTIMATE

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

IMMEDIATE NEEDS FUNDING

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or

projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 29-year history, obtain INF.

FEMA TECHNICAL MANAGEMENT TRAINING

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the City. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

PREPARE

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.

ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with The City of Friendswood to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential TDSRS (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full system check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

COMPLIANCE MEASURES

DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish The City of Friendswood with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The City of Friendswood complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, TDSRS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

RESPOND

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

DEBRIS OPERATIONS PLAN

RESPONSE TIME

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC will have management personnel within the Emergency Services Center 24 - 48 hours prior to the arrival of a disaster. If the disaster could not be predicted, DRC will have management personnel

within the Emergency Services Center within 24 hours after the event. DRC will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of The City of Friendswood.

- **WITHIN 24 HOURS:** DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity.
- **WITHIN 48 HOURS:** When the initial assessment phase is complete DRC submits the required information such as site-specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of TDSRS, final disposal sites and all applicable licenses, permits, organizational structure etc.
- **WITHIN 72 HOURS:** 50% Mobilization - Emergency Road Clearance is complete, TDSRS construction is underway, and DRC's projected management staff, including subcontractors and consultants, will be operational.
- **WITHIN FIVE DAYS: 100% FULL MOBILIZATION** - At full mobilization, the average daily production rate for load and haul will be approximately 10-20,000 cubic yards (again depending upon the severity of the event). The hauling activity normally last approximately 60 days and an additional 30 days for reduction; site closure and project close out.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

PROJECT MOBILIZATION TEAM

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will then conduct an immediate disaster assessment in coordination with The City of Friendswood staff to begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.

RAPID DEPLOYMENT CREWS

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet The City of Friendswood production rate targets.

OPERATIONS MANAGER

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to The City of Friendswood. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to City via cell phone, satellite phone, internet, and/or two-way radios.

OPERATIONAL PLANS

Within 3 days of Task Order, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors.

MEASUREMENT

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by The City of Friendswood or representative thereof. DRC will provide appropriate measurement forms as specified by The City of Friendswood.

MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)

This operation is accomplished when time is of the essence, normally within the first 70 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by The City of Friendswood, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of The City of Friendswood, DRC crews will work independently or in conjunction with The City of Friendswood crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period. The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

OPERATIONS

- Clear debris from roads in the order of and number of lanes as tasked by The City of Friendswood.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The City of Friendswood
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site-Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY

Within 24 hours of Task Order, DRC will commence debris removal operations with pre-staged equipment and local Subcontractors.

MULTIPLE SCHEDULED PASSES

In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES recommends multiple, scheduled passes of each site, location, or area impacted by the disaster. Typically, three or four passes over a multiple month period are performed to ensure a quality and complete performance of the work required. DRC and the City of Friendswood will reach an agreement as to the number and schedule of passes will be reached as per FEMA concurrence and according to the volume of debris.

Each location where debris collection is done shall be under the direction of a qualified supervisor. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee

shall consider: Trees and the surrounding area for anything that may cause trouble when the trees are loaded; Shape of the tree, the lean of the tree, and decayed or weak spots; Wind force; Location of people; Electrical hazards; Traffic control devices/personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side.

LOADING AND HAULING OPERATIONS

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated TDSRS and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property: Vegetative debris (stumps, logs and limbs); Construction and demolition (C&D) debris; Metallic debris; White goods (refrigerators, air conditioners, washers and dryers, etc.); Electronics; Household Garbage; Hazardous and toxic wastes (HTW) (industrial, commercial and household); Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

DRC will cover loads with tarpaulins to contain debris.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the DRC by the City Debris Manager or his authorized representative.

PRIVATE PROPERTY DEBRIS REMOVAL

When requested, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard.

- Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of The Agency's citizens.
- DRC will not enter onto private property during the performance of this the contract unless specifically authorized by The Agency Debris Manager or his authorized representative in writing.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the City of Friendswood.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

REMOVAL OF HAZARDOUS STUMPS

DRC will remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground
- Located on improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.

HAZARDOUS TREE AND LIMB REMOVAL

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

A tree is considered "hazardous" if:

- Its condition was caused by the disaster
- Poses an immediate threat to lives, public health and safety, or improved property

If a tree is six inches in diameter or greater, when measured two feet from the ground; a tree is considered hazardous if:

- More than 50 percent of the crown damaged or destroyed.
- A split trunk or broken branches that expose the heartwood
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers) Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

- Limb greater than 2" in diameter

- Limbs still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Limbs located on improved public property

Operations will be as follows:

- Downed trees will be removed utilizing a combination of ground crews and equipment
- Eligible trees off the ROW will be pulled towards the roadway with heavy equipment
- Standing or leaning damaged trees will be felled to the ground
- After being removed, all trees are then reduced to an appropriate size and placed in trucks
- All vegetative debris caused by the reduction of trees will be cleared by trucks

LAND BASED VEHICLE AND VESSEL REMOVAL

Vehicles and Vessels that are abandoned or blocking access to public roads often need to be removed post disaster. DRC and its subcontractors will have all recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels.

Operations will be as follows:

- Vehicles and vessels will be identified and towed to a secure site
- At this site, their identification information will be documented
- Each vehicle and vessel will be tracked by a ticket with an identifying number that will also be placed on the vehicle/vessel
- Vehicles and vessels will be stored in a manner that allows ample access to the Agency and access to the owner for reclamation of a vehicle/vessel
- Vehicles will be discharged to the appropriate entities for disposal, recycling, or other appropriation as directed by the Agency

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

VEGETATIVE DEBRIS

Trees, stumps, hangers, leaners, tree trunks, logs, plants and other woody material.

CONSTRUCTION AND DEMOLITION (C & D) DEBRIS

Building materials, drywall, furniture, plumbing, carpet and other damaged components of buildings

METALLIC DEBRIS AND WHITE GOODS

Refrigerators, freezers, water heaters, ovens, washing machines and any other discarded household appliances

- If a white good contained Freon, each Freon containing piece of white goods will be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon
- Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel

HOUSEHOLD HAZARDOUS WASTE AND HAZARDOUS TOXIC WASTE

Paints, varnishes, solvents, pesticides, and any product or material containing volatile or toxic chemicals

- Hazardous and toxic waste will be collected, handled by specially trained HAZMAT technicians
- These specialized subcontractors then store the hazardous materials in a lined containment area at the TDSRS or location designated by the Agency

ASBESTOS CONTAINING MATERIALS

Any materials containing asbestos

- Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE OPERATIONS

- Within 24 hours of Task Order, personnel and equipment will be deployed to establish a TDSRS at locations identified in conjunction with The Agency
- DRC personnel will stage the site, which includes, but is not limited to, the building of roads, erecting of fences, if necessary, construction of containment areas, and placement of inspection towers
- DRC shall provide all specified equipment, operators, and laborers for TDSRS management, debris reduction operations, and provision of an Automated Debris Management System
- Typically, within 48-72 hours, TDSRS location(s) will be fully operational
- Third party monitors will track each truck load of debris for documentation purposes and FEMA compliance
- Debris will be reduced before recycling and final disposal

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The Agency complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

SITE SAFETY PLAN

The following information will be utilized to create a location specific site management plan and site safety plan.

Site Access - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by The City of Friendswood. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.

Inspection Towers - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower shall be manned by at least a representative of DRC.

Traffic Controls - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

Clearing and Grading - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from The City of Friendswood.

Environmental Protection - DRC's "Environmental Protection Plan" will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan outlines procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control and is available for review upon request.

PROPOSED TDSRS

Near the corner of Friendswood-Hastings Rd and I-45

Near the corner of Friendswood Rd and Hwy 35

DEBRIS STORAGE AREA

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

- **Vegetative debris** - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.
- **Construction and Demolition (C&D) Debris** - C&D debris will be dampened prior to dumping and periodically as needed, to comply with Local, State and Federal EPA standards
- **Recyclable/salvage** - Recyclable/salvageable materials will be stock piled in accordance with Government task order.
- **White goods** - White goods will be stock piled in accordance with Government task order.
- **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

DEBRIS REDUCTION METHODS

GRINDING AND/OR CHIPPING OPERATIONS

- Vegetative debris will be placed into two piles and continuously reduced until reduction is complete
- This is DRC's preferred debris reduction method, as it encourages resource conservation through the salvage of wood chips for renewable energy.

OPEN AIR BURNING

- Vegetative debris and/or clean woody debris can be reduced via open air burning
- At the end of each burning cycle, the ash residue will be removed from the burning area and placed in an Ash Disposal Area temporarily before final disposal
- Burn piles will be very closely monitored in accordance with all local, state and federal regulations
- All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan

AIR CURTAIN BURNING

This method of burning will be used for reduction on vegetative debris and clean woody debris only. This method of reduction is accomplished by doing the following:

- A trench is dug into the ground and an industrial fan is placed on ground level facing the opening of the hole
- Debris is put into the trench and set on fire
- The fan blows air above it allowing the fire to continue reducing the debris
- At the end of each burning cycle, the ash residue will be removed from the burning area and placed in an Ash Disposal Area temporarily before final disposal
- All personnel involved in the air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan

Alternatively, DRC has an Air Curtain Pit Incinerator which is self-contained machine that accomplishes the same reduction as above.

FINAL DEBRIS DISPOSAL

- Identification and acquiring of the final disposal locations will be at the direction of the contracting officials
- DRC and the government's inspectors assigned to the final disposal site will maintain disposal records and documentation during the entire disposal process

FINAL DISPOSAL SITE

Hill Sand Company Inc.

Dixie Farm Road Landfill
4649 Dixie Farm Road
Pearland, TX 77581

Due to Page Limitations, information of recycling strategies is available upon request.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE CLOSEOUT

Restoration is conducted during the closing of each TDSRS. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

Due to page limitations, further information on Documentation, inspection, Closeout Procedures and Restoration Operations can be provided upon request.

DRC will meet all program standards as provided for in the City of Friendswood's Debris Management Plan

CORPORATE EXPERIENCE AND CAPACITY

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

OFFICE LOCATIONS

DRC is headquartered in Galveston, Texas, which is located less than one hour from the City of Friendswood. Should we be activated, the services are to be performed from our Headquarters in Galveston, TX. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Friendswood should any location be compromised during a disaster. DRC currently employs 30 full time employees and 2 part time employees. DRC has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Friendswood, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

SERVICE PHILOSOPHY

For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters. Due to the unexpected nature of natural disasters, DRC cannot know how large or small a project may be. DRC services many different clients, all with their own unique needs. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 11 million cubic yards during 39 simultaneous activations. DRC takes pride in our versatility and commitment to provide a professional, honest, and immediate response to jurisdictions of all sizes.

QUALIFICATIONS

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

Kurt Thormahlen, General Manager

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900

Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson,

Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper

Joe Newman, Vice President of Operations

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

Sam Dancer, Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

Other Certifications: ADEM – QCI Certification, Hazwoper, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, and the EM Site

Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper Please see Résumés attached in Appendix A

REFERENCES

REFERENCES				
OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Bellaire, TX September 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	Estimated \$1,100,000.00	Estimated 62,000	Michael Leech, <i>Director of Public Works</i> Phone: (713) 662-8154 Pw@bellairetx.gov 4337 Edith Bellaire, TX 77401
Miami, FL September 2017 – Present	Debris Removal Hurricane Irma (DR-4337)	Estimated \$7,700,000.00	Estimated 314,000	Mario Nunez, <i>Director</i> Mfnunez@miamigov.com Phone: (305) 960-2804 Fax: (305) 960-2850 1290 NW 20 th Street Miami, FL 33142
Harris County, TX August 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	Estimated \$33,500,000.00	Estimated 1,200,000.00	Nick Russo, <i>Manager</i> Phone: (713) 274-3667 Nick.russo@hcpid.org 101 Preston, Suite 800 Houston, TX 77002
City of Texas City, TX August 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	\$217,981.17	22,403	Tom Munoz, <i>Emergency Manager</i> Phone: (409) 739-4799 Tmunoz@texas-city-tx.org 1801 9 th Avenue North Texas City, TX 77592
Jefferson County, TX August 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	Estimated \$4,500,000.00	170,000	Deborah Clark, <i>Purchasing Agent</i> Phone: (409) 835-8599 Syphrett@co.jefferson.tx.us 1149 Pearl Street Beaumont, TX 77701
City of Port Aransas, TX August 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	Work in Progress	Work in Progress	David Parsons, <i>City Manager</i> Phone: (361) 749-4111 Davidparsons@cityofportaransas.org 710 West Avenue A Port Aransas, TX 78373

PRICING

DRC prices projects individually based upon the dynamics of the individual jurisdiction (population, travel conditions, economies of scale etc.). As such the enclosed pricing pertains only to the City of Friendswood and DRC cannot unilaterally agree to offer another jurisdictions pricing without mutual consent

Please see Pricing Sheets attached

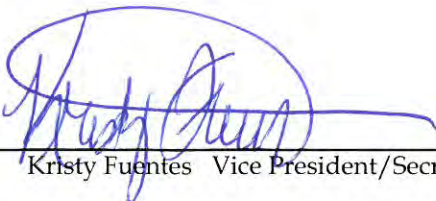
\$ PER CUBIC YARD

1. **ROW VEGETATIVE DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility. \$ 9.45
2. **ROW C&D DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible C&D debris on the TOW to an approved TDSRS or other designated disposal facility. \$ 10.98
3. **DEMOLITION, REMOVAL AND TRANSPORT OF ELIGIBLE STRUCTURES**
Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. \$ 24.30
4. **TSDR MANAGEMENT AND OPERATIONS**
Work consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris. \$ 1.10
5. **REDUCTION OF STORM GENERATED DEBRIS THROUGH GRINDING**
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding. \$ 2.85
6. **REDUCTION OF STORM GENERATED DEBRIS THROUGH AIR CURTAIN INCINERATION**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration. \$ 1.00
7. **REDUCTION OF STORM GENERATED DEBRIS THROUGH CONTROLLED OPEN BURNING**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning. \$.50
8. **HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE**
Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility. \$ 4.10
9. **REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS**
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.

\$ Per Tree

6 inch to 12 inch diameter	\$ <u>45.00</u>
13 inch to 24 inch diameter	\$ <u>90.00</u>
25 inch to 36 inch diameter	\$ <u>155.00</u>
37 inch to 48 inch diameter	\$ <u>265.00</u>
49 inch and larger diameter	\$ <u>365.00</u>
Hanger Removal (per tree)	\$ <u>90.00</u>

Signature of Proposer


Kristy Fuentes Vice President/Secretary/Treasurer

10. REMOVAL OF ELIGIBLE HAZARDOUS STUMPS

\$ PER STUMP

Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.

25 inch to 36 inch diameter

\$ 185.00

37 inch to 48 inch diameter

\$ 325.00

49 inch and larger diameter

\$ 425.00

11. ABANDONED ELIGIBLE VEHICLE REMOVAL

\$ PER UNIT

Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 330.00

12. ABANDONED ELIGIBLE VESSEL REMOVAL

\$ PER LINEAR FOOT

Work consists of the removal of abandoned vessels **on land** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 85.00

Work consists of the recovery of abandoned vessels **in water** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 170.00

13. ELIGIBLE ANIMAL CARCASS REMOVAL AND DISPOSAL

\$ PER POUND

Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 4.95

14. ROW WHITE GOODS DEBRIS REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.

\$ 45.00

15. FREON REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.

\$ 45.00

16. FILL DIRT

\$ PER CUBIC YARD

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.

\$ 20.00

17. E-WASTE REMOVAL

\$ PER UNIT

Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.

\$ 35.00

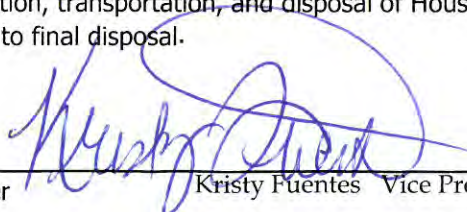
18. HOUSEHOLD HAZARDOUS WASTE REMOVAL

\$ PER LB.

Work consist of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.

\$ 9.95

Signature of Proposer



Kristy Fuentes Vice President/Secretary/Treasurer

CONFLICT OF INTEREST

Please see Conflict of Interest Form attached.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

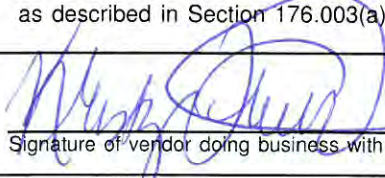
☐

No

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

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

7



Kristy Fuentes
VP/Secretary/Treasurer

Signature of vendor doing business with the governmental entity

3/13/2018

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION

Please see Bidder Certification and Addenda Acknowledgement attached.



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

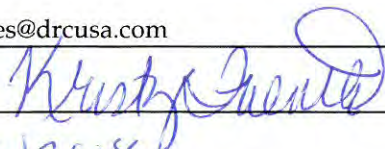
Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

BIDDER MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED IN ORDER TO VERIFY RECEIPT

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

BIDDER MUST FILL IN AND SIGN

Name of Firm/Company	<u>DRC Emergency Services, LLC</u>
Representative's Name	<u>Kristy Fuentes</u>
Representative's Title	<u>Vice President/Secretary/Treasurer</u>
Mailing Address	<u>110 Veterans Boulevard, Suite 515</u>
City, State, Zip	<u>Metairie, LA 70005</u>
Phone & Fax Numbers	<u>Phone: (888) 721-4372 Fax: (504) 482-2852</u>
E-Mail Address	<u>Kfuentes@drcusa.com</u>
Authorized Signature	<u></u>
Date	<u>3/13/2018</u>

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

APPENDIX

TEXAS SECRETARY OF STATE LICENSE
RESUMES
ATTACHMENT A FORMS
FORM 1295



Office of the Secretary of State

CERTIFICATE OF AUTHORITY
OF

DRC Emergency Services, LLC
Filing Number: 800551038

The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to 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 Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005



A handwritten signature in cursive script, reading "Roger Williams".

Roger Williams
Secretary of State



JOHN SULLIVAN

PRESIDENT

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005
(888) 721-4372 • jsullivan@sullivaninterests.com

INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science – Construction Science

OTHER CERTIFICATIONS

OSHA Safety Certification

USACE Contractor Quality Management

NOTABLE PROJECTS

Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood -2015

EXPERIENCE

NYC Build It Back Program – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program – New York, NY

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

FEMA Galveston County Emergency Housing – Galveston County, TX

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging – Harlingen, TX

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging – Harlingen, TX

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

Port of Galveston Maintenance Dredging – Galveston, TX

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

Port of Houston Maintenance Dredging – Houston, TX

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

Galveston Pilots Association Dredging – Galveston, TX

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

LBC Terminals Levee Construction & Dredging – Houston, TX

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.



KURT THORMAHLEN

GENERAL MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005
(888) 721-4372 • Kthormahlen@drcusa.com

INTRODUCTION

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

EDUCATION

United States Marine Corps Expeditionary Warfare School – Quantico, Virginia
2012

Naval Postgraduate School of Aviation Safety – Pensacola, Florida
2009

Texas A&M University – College Station, Texas
Bachelor of Business Administration/Management – 2003
Corps of Cadets, Company E-1 – 1998-2002

PROMINENT CERTIFICATIONS

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command Systems (ICS 100) for Public Works
FEMA IS-00632.a	Introduction to Debris Operations
FEMA IS-700.a	National Incident Management System (NIMS) An Introduction

OTHER CERTIFICATIONS

FEMA IS-33.17	FEMA IS -200.b
FEMA IS-35.17	FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017	Louisiana Severe Storms and Flooding (DR-4277) – 2016
Hurricane Irma – 2017	Winter Storm Jonas – 2015
Hurricane Harvey – 2017	Houston, TX Flood -2015
Hurricane Matthew -2016	

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana
Senior Vice President, General Manager – January 2016 – Present

SLSCO, Ltd. – Galveston, Texas
Division Manager/Response-January 2015-Current

- Responsible for seeking out, and managing the business development efforts for SLS Response related to immediate and opportunistic disaster response and recovery projects.
- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.

DYNCORP INTERNATIONAL – Kabul, Afghanistan

Helicopter Pilot in Command/ Air Mission Commander- December 2013-December 2014

- In charge of cross agency planning and the safe operation of the CH-46E helicopter in support of the United States Department of State, the U.S. Embassy Kabul, Afghanistan, and International Narcotics and Law Enforcement.
- Planned, briefed, and executed large scale helicopter missions in Afghanistan while coordinating with U.S. Dept. of State, U.S. Drug Enforcement Agency, U.S. Dept. of Defense, Afghan National Army, Afghan National Police, and other government agencies.
- Managed the training and currency of 20 pilots in Kabul, Kandahar, and Herat, Afghanistan
- Led the aviation mission for the deactivation of the U.S. Consulate in Herat, Afghanistan.

UNITED STATES MARINE CORPS

Major/Pilot

Marine Helicopter Squadron One (HMX-1) – May 2012-November 2013

- Served as the executive lift helicopter pilot for the President of the United States (Marine-1), The Vice President, Congressmen, and other VIP's worldwide while maintaining a Top Secret Sensitive Compartmented Information Clearance (TS/SCI)
- Operations Manager- Scheduled and tracked over 2000 flight hours with four different Type/Model/Series aircraft in support of the White House Military Office worldwide and in conjunction with the President of the United States travel. Operations liaison between squadron and the White House Military Office.
- Aviation Safety Manager- Managed and led a team of 8 Marines that were the Commanding Officer's safety representative. Trained in mishap investigations and prevention. Commanding Officers sole point of contact for all issues involving aviation safety.

Heavy Marine Helicopter Squadron 363 (HMH-363)-June 2003-June 2011.

- Operations Manager- Scheduled and tracked squadron flight operations while serving in Hawaii, Iraq, and Afghanistan.
- CH-53 helicopter instructor pilot. Led logistics and direct-action operations in Afghanistan under strict timelines and intense pressure. Managed the maintenance, material condition, and mission readiness of 16 helicopters valued over \$800M and over \$2M of tools and support equipment. Led 250+ employees encompassing 10 occupational fields and 8 work centers. Managed 40 aviation maintenance programs, including training, safety, and quality assurance.
- Implemented Lean and process improvement to maximize efficiency and productivity. Achieved a 20% increase in mission readiness despite a decrease in resources.
- Implemented a training plan that delivered an 83% increase in key personnel qualifications.
- Led a department that accomplished 100% of assigned objectives in Afghanistan.
- Decorated with the Air Medal for flight in combat and for superior performance in combat.
- Planned, supervised, and executed movement of 11 helicopters and 280 Marines from Hawaii to Iraq for Operation Iraqi Freedom 08.2.
- Aviation Safety Manager- Managed and led a team of 5 Marines that were the Commanding Officer's safety representative during a combat deployment to Iraq. Trained squadron members in accident prevention and investigation. Zero squadron accidents while serving as the Aviation Safety Manager.
- Trained and developed 20+ pilots for operations in Iraq. Managed 12 ground and aviation safety programs. Ensured unit operations complied with Marine, Navy, FAA, OSHA, and state of Hawaii regulations.
- Achieved a 100% success rate for all programs during a Commanding General's readiness inspection, with one "model" program identified.



MARK STAFFORD

VICE PRESIDENT OF RESPONSE AND RECOVERY

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • Mstafford@drcusa.com

INTRODUCTION

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities. Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

EDUCATION

University of Southwest Louisiana – Lafayette, Louisiana

Bachelor of Science in Business Administration – 1980

Media Training School – Dallas, Texas

Advanced Management Program

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-200.b ICS for Single Resources and Initial Action Incident, ICS-200

FEMA IS-700.a National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-315

FEMA IS-706

FEMA IS-803

FEMA IS-11.a

FEMA IS-317

FEMA IS-775

FEMA IS-806

FEMA IS-33.17

FEMA IS-546.a

FEMA IS-800.b

FEMA IS-906

FEMA IS-35.17

FEMA IS-547.a

FEMA IS-801

FEMA IS-907

FEMA IS-106.17

FEMIA IS-660

FEMA IS-802

FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017

Hurricane Irma – 2017

Hurricane Harvey – 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Winter Storm Jonas – 2015

Houston, TX Flood -2015

Winter Storm Pax – 2014

Midwestern Tornado Outbreak – 2013

Hurricane Isaac – 2012

Hurricane Irene – 2011

BP Oil Spill – 2010

Hurricane Gustav – 2008

Hurricane Ike – 2008

Hurricane Wilma – 2006

Hurricane Rita – 2005

Hurricane Ophelia – 2005

Hurricane Katrina – 2005

Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana

Vice President of Response and Recovery – January 2016 – Present

Chief Executive Officer – December 2013 – January 2016

Director-Business Development – January 2013 – December 2013

Partner and Chief Operating Officer – September 2005 – January 2013

Allied Waste Systems, Baton Rouge Louisiana

District Manager – April 2002 – September 2005

DRC, INC. – Mobile, Alabama/New Orleans, Louisiana

Regional Manager – April 2000 – April 2002

- Negotiated and managed local/FEMA-funded government contracts; developed and produced RFPs. Provided technical assistance to government entities. Advised government on 44CFR issues. Represented local government in handling FEMA issues.
- Managed construction contracts in the Southern United States and Honduras.
- Managed marketing and operations for disaster recovery work. Conducted negotiations and hired subcontractors. Provided volume and cost estimates.
- Developed/managed incinerator projects, working closely with various political bodies.
- Provided environmental consulting services for government and private industry.
- Responsible for business development. Produced business models.
- Negotiated with USAID relating to multiple construction contracts in Honduras to resolve contract disputes.
- Gained the aid of U.S. embassy on behalf of company.
- Designed company's marketing program.

Waste Management, Inc. – New Orleans, Louisiana

Division President/General Manager – August 1996-February 2000

Waste Management, Inc. - Baton Rouge and South Louisiana Division – Baton Rouge, Louisiana

District Manager – July 1995-August 1996

- In final (New Orleans) assignment, held responsibility for commercial, residential, South Louisiana, and transfer divisions, with five satellite operations and a total of 500 personnel and 200+ vehicles serving 470,000 residences and 5000+ commercial and industrial accounts.
- Directed a \$70 million operation, with responsibility for profitability as well as administrative and financial structure and accountability; allocation of assets; financial projections and results; and other financial matters detailed previously for an operation providing a full array of environmental services, from industrial waste transportation and disposal to hospital and commercial waste collection and transportation to street sweeping services and disposal of municipal waste to leasing of modular offshore buildings.
- Structured five-year profit enhancement plan establishing goals for commercial revenue growth, price increases, incentive-based productivity improvement (focus on target marketing and productivity increases), long-term fixed vendor pricing, and requirements for R.O.I. analysis on capital purchases, minimum return requirements, and conversion to incentive-based compensation to limit annual wage increases.
- Oversaw sales and marketing efforts as well as daily operations and equipment maintenance; approved marketing plans; formulated and approved major bids/requests for proposals. Formulated and approved contract operating plans, acquisitions and mergers. Hired and worked closely with department managers to develop budgets and identify areas of potential cost savings. Purchased capital equipment. Negotiated favorable vendor pricing, maintenance labor agreements and contracts.
- Taught seminars; conducted workout team training and Effective Supervision training (beginning and advanced) for supervisors and managers in two states. Served as facilitator for company-wide leadership development training.
- Participated in grievance hearings and occasional arbitration hearings.

- Established and maintained strong and lasting community, political, media and Teamster relationships. Initiated and authorized political activities and contributions. Lobbied state legislature on transportation and environmental issues; state and local officials to obtain municipal contracts. Participated in numerous public hearings statewide. Represented company before other public bodies and at political functions.

Waste Management, Inc. - Commercial/Residential, New Orleans & St. Tammany Divisions – New Orleans, Louisiana

General Manager – February 1989-July 1995

Assistant General Manager – March 1988-February 1989

Waste Management, Inc. – Acadiana – Lafayette, Louisiana

Manager of Special Projects – January 1987-March 1988

Sales Manager – September 1985-January 1987

Camel Industries – Lafayette, Louisiana

Co-founder/Manager – December 1980-September 1985

- Co-founded this commercial environmental services company. Built operation from its inception to \$3 million in annual sales volume before its 1985 sale to Waste Management.



KRISTY FUENTES

VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

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(888) 721-4372 • Kfuentes@drcusa.com

INTRODUCTION

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance. Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels. Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

EDUCATION

University of New Orleans – New Orleans, Louisiana

Marketing – 1993

Southeastern Louisiana University – Hammond, Louisiana

Marketing – 1992-1993

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA’s Public Assistance Program

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

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-200.b

FEMA IS-453

FEMA IS-802

FEMA IS-10.a

FEMA IS-201

FEMA IS-546.a

FEMA IS-803

FEMA IS-11.a

FEMA IS-241.b

FEMA IS-547.a

FEMA IS-804

FEMA IS-29

FEMA IS-244.b

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-315

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-317

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-324.a

FEMA IS-801

FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017	Hurricane Isaac – 2012
Hurricane Irma – 2017	Hurricane Irene – 2011
Hurricane Harvey – 2017	BP Oil Spill – 2010
Hurricane Matthew -2016	Hurricane Gustav – 2008
Louisiana Severe Storms and Flooding (DR-4277) – 2016	Hurricane Ike – 2008
Winter Storm Jonas – 2015	Hurricane Wilma – 2006
Houston, TX Flood -2015	Hurricane Rita – 2005
Winter Storm Pax – 2014	Hurricane Ophelia – 2005
Midwestern Tornado Outbreak – 2013	Hurricane Katrina – 2005
Super Storm Sandy – 2012	Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Chief Executive Compliance Officer – October 2014–present

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs (“Programs”). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

Vice President of Business Development – 2013–present

- Management of DRC’s marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Regional Manager – 2005–2013

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including “Katrina Vehicle and Vessel” recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina
- Coordination of multi-million-dollar shipment of all necessary materials and supplies to Haiti to erect a 350-man workforce housing facility in support of a US State Department work camp

Lash Homes, Inc. – Chalmette, Louisiana

Project Management – 1998–2004

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

Casey, Babin and Casey – New Orleans, Louisiana

Real Estate Closing Coordinator – 1998–2004

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily



JOE NEWMAN

VICE PRESIDENT OF OPERATIONS

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(888) 721-4372 • jnewman@drcusa.com

INTRODUCTION

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts. In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations

EDUCATION

Highschool Diploma

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
FEMA IS-100.b Introduction to Incident Command System, ICS-100
FEMA IS-00632.a Introduction to Debris Operations
FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-33.17 FEMA IS-100.pwb
FEMA IS-35.17 FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017	Tornado Outbreak – 2011
Hurricane Irma – 2017	Hurricane Gustav – 2008
Hurricane Harvey – 2017	Missouri Ice Storm – 2007
Hurricane Matthew -2016	New York Ice Storm – 2006
Louisiana Severe Storms and Flooding (DR-4277) – 2016	Hurricane Katrina – 2005
Houston, TX Flood -2015	Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana
Vice President of Operations – March 2017 – Present
Program Manager – 2003 – March 2017

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization

- Qualify/safety and regulatory compliance

United States Army

Army Ranger – 1995-2000

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



SAM DANCER

PROJECT MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • Sdancer@drcusa.com

INTRODUCTION

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake. Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

EDUCATION

Southeastern Louisiana University – Hammond, LA

Computer Science – Fall 1980, Fall 1981, Spring 1982

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

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

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-3	FEMA IS-100.fwa	FEMA IS-317	FEMA IS-706	FEMA IS-812
FEMA IS-5.a	FEMA IS-100.hcb	FEMA IS-324.a	FEMA IS-775	FEMA IS-813
FEMA IS-10.a	FEMA IS-100.he	FEMA IS-325	FEMA IS-800.b	FEMA IS-906
FEMA IS-11.a	FEMA IS-100.leb	FEMA IS-394.a	FEMA IS-801	FEMA IS-907
FEMA IS-29	FEMA IS-106.17	FEMA IS-405	FEMA IS-802	FEMA IS-909
FEMA IS-33.17	FEMA IS-200.b	FEMA IS-420	FEMA IS-803	FEMA IS-912
FEMA IS-36	FEMA IS-200.hca	FEMA IS-421	FEMA IS-804	FEMA IS-914
FEMA IS-37.17	FEMA IS-201	FEMA IS-453	FEMA IS-807	FEMA IS-1150
FEMA IS-42	FEMA IS-230.d	FEMA IS-546.a	FEMA IS-807	FEMA IS-2900
FEMA IS-60.b	FEMA IS-241.b	FEMA IS-547.a	FEMA IS-809	
FEMA IS-75	FEMA IS-244.b	FEMA IS-660	FEMA IS-810	
FEMA IS-100.fda	FEMA IS-315	FEMA IS-703.a	FEMA IS-811	

NOTABLE PROJECTS

Hurricane Irma – 2017

Hurricane Harvey – 2017

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Houston, TX Flood -2015

Winter Storm Pax – 2014

Midwestern Tornado Outbreak – 2013

Super Storm Sandy – 2012
Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010

Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Rita – 2005
Hurricane Katrina – 2005

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana

Project Manager – 2013 – Present

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

The Country Club – New Orleans, Louisiana

Security Supervisor – 2013

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

Defcon 1–Pearl River, Louisiana

Owner/Operator – 2012-2013

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama

Project Manager – 2008-2012

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and Port au Prince, Haiti earthquake

Bourbon Blues Company – New Orleans, Louisiana

Security – 2008

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

Omni-Pinnacle Emergency Response – Slidell, Louisiana

Field Supervisor – 2005-2008

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

Target Corporation (Mervyn's and Target) – Multiple Locations

Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection – 1994-2005

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

LAW ENFORCEMENT EXPERIENCE:

Pearl River Police Department (Reserve Division) – Pearl River, Louisiana

Officer – 1990-1996

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

MILITARY EXPERIENCE:

Louisiana Army National Guard (Infantry) – Houma, Louisiana

Squad Leader – 1989-1991

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

United States Army (Infantry) – Multiple Locations

Senior Custodial Agent, Fire Team Leader/Track Commander – 1983-1986

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



LISA GARCIA WALSH

CONTRACTS MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • Lgarcia@drcusa.com

INTRODUCTION

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol.

EDUCATION

Our Lady of Holy Cross College – New Orleans, Louisiana

Bachelor's Degree in Accounting – May 2015

Nunez Community College – Chalmette, Louisiana

Associates Degree in Business Technology – 2010

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

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

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-201

FEMA IS-547.a

FEMA IS-803

FEMA IS-10.a

FEMA IS-244.b

FEMA IS-660

FEMA IS-806

FEMA IS-11.a

FEMA IS-315

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-317

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-324.a

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-453

FEMA IS-801

FEMA IS-2900

FEMA IS-200.b

FEMA IS-546.a

FEMA IS-802

NOTABLE PROJECTS

Hurricane Maria – 2017

Hurricane Irma – 2017

Hurricane Harvey – 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Winter Storm Jonas – 2015

Houston, TX Flood -2015

Winter Storm Pax – 2014

Midwestern Tornado Outbreak – 2013

Super Storm Sandy – 2012

Hurricane Isaac – 2012

Hurricane Irene – 2011

BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Wilma – 2006

Hurricane Rita – 2005
Hurricane Ophelia – 2005
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Contracts Manager – November 2013-present

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator – July 2010-November 2013

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
 - MC52 BP Oil Spill Clean Up
 - St. Bernard Road Project
 - Orleans Parish Sheriff's Office
 - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana

Paralegal/Office Manager – September 2006-January 2009

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
 - Client relations
 - Accounts payable/receivable
 - Administrative support to ten attorneys in the New Orleans office location
 - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California

Administrative Manager – October 2005-May 2006

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

Kristy Fuentes 3/13/2018
Signature and Date

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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

Kristy Fuentes 3/13/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

Kristy Fuentes 3/13/2018

Signature and Date

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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."

Kristy Fuentes Vice President/Secretary/Treasurer
Printed Name of Signatory


Signature and Date 3/13/2018

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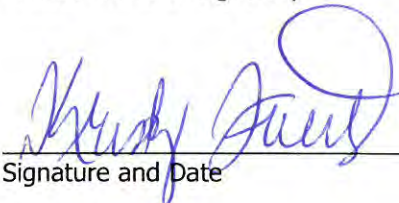


5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

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.

Kristy Fuentes Vice President/Secretary/Treasurer
Printed Name of Signatory

 3/13/2018
Signature and Date

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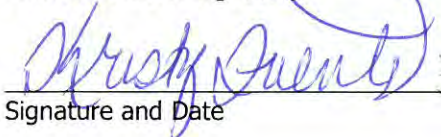
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed name of Signatory

 3/13/2018

Signature and Date

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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)

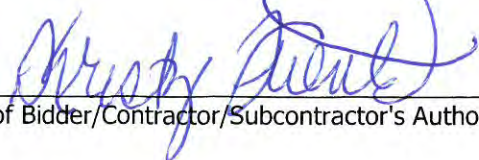
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, DRC Emergency Services, LLC, 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 13TH day of MARCH, 2018

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

Kristy Fuentes
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Vice President/Secretary/Treasurer
Title of Authorized Official

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8. CLEAN AIR

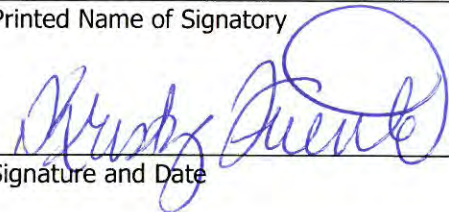
42 U.S.C. § 7401 et seq.

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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

Signature and Date

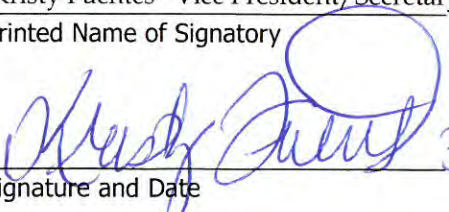
9. CLEAN WATER REQUIREMENTS

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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

Signature and Date

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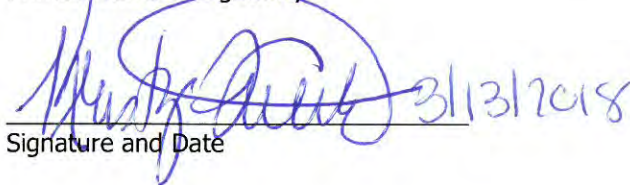
10. PROCUREMENT OF RECOVERED MATERIALS

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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

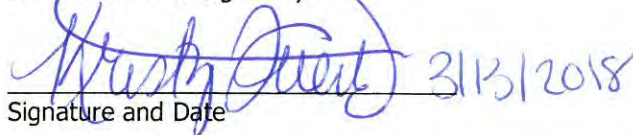
Signature and Date

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.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

Signature and Date

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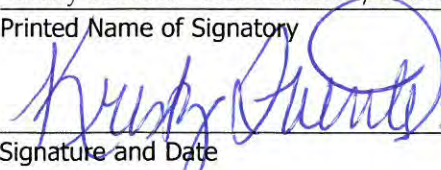


12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

Signature and Date

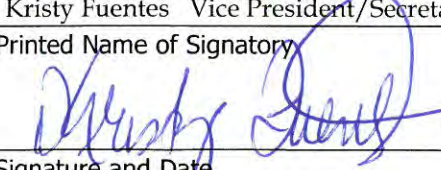
13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Kristy Fuentes Vice President/Secretary/Treasurer

Printed Name of Signatory

 3/13/2018

Signature and Date

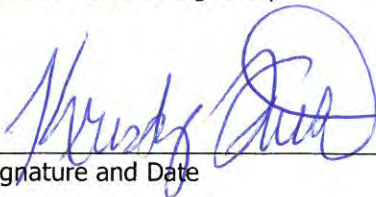
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14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Kristy Fuentes Vice President/Secretary/Treasurer
Printed Name of Signatory

 3/13/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



**City of Friendswood
House Bill 89 Verification**

I, Kristy Fuentes (Person name), the undersigned representative

of (Company or Business name) DRC Emergency Services, LLC
(hereafter 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:

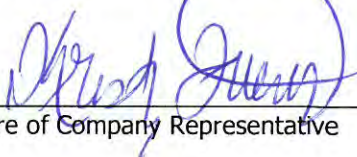
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

3/13/2018

Date



Signature of Company Representative

On this the 13th day of March, 2018, personally appeared

Kristy Fuentes, the above-named person, who after by me being duly
sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Signature

March 13, 2018

Date

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



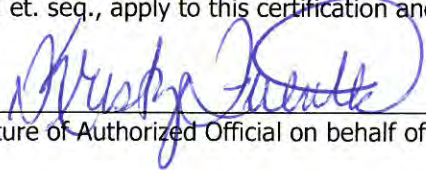
CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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



Signature of Authorized Official on behalf of Vendor

Kristy Fuentes Vice President/Secretary/Treasurer

Name and Title of Authorized Official on behalf of Vendor

DRC Emergency Services, LLC

Name of Vendor

MARCH 13, 2018

Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2018-325245

Date Filed:
03/13/2018

Date Acknowledged:

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

DRC Emergency Services, LLC
Galveston, 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 Friendswood

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.

2018-04
Debris Management 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.



6 UNSWORN DECLARATION

My name is Kristy Fuentes, and my date of birth is 5/31/1974.

My address is 110 VETERAN BLVD, SUITE 515, METairie, LA, 70005, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson Parish County, State of Louisiana, on the 13th day of March, 2018.
(month) (year)

CARY A. DES ROCHES
NOTARY PUBLIC

Kristy Fuentes
Signature of authorized agent of contracting business entity
(Declarant)



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 5/7/2018

Date Submitted: 4/20/2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Debris Monitoring Services

Originating Department: FMO

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: *

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Following Hurricane Harvey, all executed contracts had to be rebid to meet the new Federal Procurement requirements. The following is for the pre-event contract that provides debris monitoring and damage assessments in the event of an unforeseen declared emergency/disaster.

Requests for Proposals for Debris Monitoring Services were published in the Friendswood Reporter News on February 7th and 14th of this year. Four sealed proposals were received from Witt O'Brien's, Rosten Solutions, Tetra Tech, and TLC Engineering and opened on Tuesday, March 20, 2018.

After review of the proposals received, the selection committee recommends awarding pre-event contracts for monitoring services for debris removal to Tetra Tech and TLC Engineering.

It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There is no upfront cost for this contract to be in place. (*) Funds would be appropriated only if contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Federal Emergency Management Agency (FEMA) requires one debris monitor for every crew working, as well as debris monitors at the debris disposal site. There are no up-front costs associated with this contract, and if the contract is activated following a disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends Council to authorize the Mayor to execute pre-event contracts for monitoring services for debris removal to both Tetra Tech and TLC Engineering.

ATTACHMENTS

[RFP 2018-05 – Debris Monitoring Services](#)

[Tetra Tech Proposal](#)

[TLC Engineering Proposal](#)

CITY OF FRIENDSWOOD FRIENDSWOOD, TEXAS



REQUEST FOR PROPOSALS DEBRIS MONITORING SERVICE

RFP: #2018-05

SUBMISSION DEADLINE DATE	March 20, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335



**CITY OF FRIENDSWOOD
FRIENDSWOOD, TEXAS**



**REQUEST FOR PROPOSALS
DEBRIS MONITORING SERVICE**

RFP: #2018-05

The City of Friendswood is now accepting sealed proposals for Debris Monitoring Service.

DEADLINE

Sealed qualification submittals must be received by **2:00 p.m., CST, Tuesday, March 20, 2018**. Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-05 – Debris Monitoring Services

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to Jeff Spears, Purchasing Coordinator, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.



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**CITY OF FRIENDSWOOD
REQUEST FOR PROPOSAL #2018-05
DEBRIS MONITORING SERVICES**

A. INTRODUCTION

The City of Friendswood is soliciting proposals from interested and qualified firms for services for disaster management, recovery and consulting services to support the city with the oversight and management of their debris recovery contractors on an “as needed” basis for either declared or non-declared events. It is the intent of the city to select a single firm to accomplish all services outlined in this RFP.

1. CLARIFICATION AND INTERPRETATION OF RFP

- a. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
- b. The city desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

2. PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the city may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the city's organization as defined in this document.

B. BACKGROUND INFORMATION

1. LOCATION

The city serves an area of approximately 21 square miles with a population of 40,000. The city is located in Galveston and Harris Counties.

2. CITY INFRASTRUCTURE

The City is organized into ten (10) departments and provides a full range of municipal services to its citizens including fire and emergency medical services (volunteer departments), police protection, animal control, municipal court facilities, water and sanitary sewer utilities, the construction of streets, drainage and other infrastructure, recreational activities, swimming pool, athletic fields, public library and other facilities used for various cultural and civic activities. The city utilizes the services of a contractor in order to provide solid waste collection services and residential recycling.

During a state of emergency, the Mayor works with the City Manager, Assistant City Manager, Emergency Management Coordinator, and all city department directors to coordinate the city's emergency response.

3. DEBRIS MANAGEMENT SERVICES

In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the city's contracted provider. The successful firm will need to be able to ensure that the debris management provider adheres to protocols that will enhance the city's ability to meet all Federal Emergency Management Agency (FEMA) Public Assistance policies and regulations.

C. SCOPE OF WORK

1. GENERAL

The city recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the city's emergency responders, city employees, various elected officials and appointed officials. Removing debris in a timely and efficient manner is crucial to the disaster recovery effort for not only the citizens, but the city employees and emergency responders.

The Debris Monitoring contract will encompass the entire City of Friendswood. The city's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster that encompasses the procedures for disposing of that material.

2. SCOPE

- a. Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Proposer may be utilized to monitor and document non-declared events as well.
- b. The city requires all proposers to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The city will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.
- c. Proposers must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the city and mixed debris, or could be a catastrophic event where the entire city is affected and there is multiple types of debris that will need to be removed.
- d. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize FEMA Public Assistance. The city reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.
- e. Proposers will need to be capable of providing a wide range of services including, but not limited to the following:
 - 1) Debris monitoring,
 - 2) Truck and trailer certification,
 - 3) Documentation,
 - 4) Communication with FEMA, FHWA (Federal Highway Administration), State of Texas, and other state and federal agencies.
- f. Proposers must be prepared to deploy debris monitoring within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, proposer shall be prepared to increase the number of debris monitors for the city.

3. SERVICES

- a. The awarded firm shall be responsible for monitoring debris and waste removal and disposal operations performed by the Debris Management provider relative to:
 - 1) City streets, roads and right-of-ways,
 - 2) Streets, roads and right-of-way's of all municipalities and communities, incorporated and unincorporated, and rural areas within the city, unless otherwise directed by the City of Friendswood,
 - 3) Canals, waterways, and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the city, unless otherwise directed by the City of Friendswood,
 - 4) Public property and facilities,
 - 5) Any other public site as may be directed by the City of Friendswood,
 - 6) Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the City of Friendswood Office of Emergency Management
- b. Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:
 - 1) Vegetative debris
 - 2) Hazardous waste
 - 3) Household hazardous waste
 - 4) Electronic waste
 - 5) White goods
 - 6) Soil, mud, and sand
 - 7) Vehicles and vessels
 - 5) Animal carcasses or other fleshy organic matter
 - 6) Infectious waste
 - 7) Chemical, biological, radiological and nuclear-contaminated debris
 - 8) Construction and demolition (C&D) debris
- c. Awarded firm shall be responsible for maintaining records, developing worksheets and other required documentation which will be required by FEMA, FHWA, and any other applicable agency for disaster recovery efforts. This shall include, but is not limited to, receiving a copy of all invoices from the disposal facility, supported by scale and/or load tickets issued by the disposal facility, and proof of payment by the Debris Management firm to the disposal facility.
- d. Awarded firm shall be responsible for verifying that only eligible debris is removed from initial sites (as described in 3.a., above), then transported to the debris disposal facility. Verification that hazardous wastes have not been mixed into loads will be required. Awarded firm shall be responsible for ensuring each load can be claimed based on established criteria, and mark load tickets ineligible if they do not meet FEMA Public Assistance policies and guidelines. Awarded firm shall also possess the ability to estimate in cubic yards (CY) debris to be removed for the disposal facility, and assist in measuring the debris in all debris hauling trucks and trailers, if needed.
- e. Awarded firm shall be responsible for overseeing all operations at the TDSRS sites, making sure that all local, state, and federal regulations are followed. All safety precautions are to be taken into account and followed as well.

4. MOST FAVORABLE PRICING

By submitting a response to this RFP, the contractor guarantees the city that the prices reflected in this proposal are no higher than those charged the contractor's most favored customer for the same or substantially similar service.

D. CONTRACT TERMS AND CONDITIONS

1. GENERAL

This contract is for a two (2) year initial term, with two (2) three-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

In compliance with 2 CFR 200.321(b)(3), the city will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 2 CFR 200.321(b)(4), the city will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises. If subcontracts are to be let, the prime contractor shall take the affirmative steps listed in 2 CFR 200.321 (b)(1-6).

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the city. Additionally, any "evergreen" renewal provisions contained in vendor-provided agreements to their proposal, beyond the six (6) year maximum term stated herein, will not be acceptable to the city. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

2. INDEMNIFICATION

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the city, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the city, any other party indemnified hereunder, the Firm, or any third party.

3. RELEASE

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the city, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the city, any other party released hereunder, the firm, or any third party.

E. INSTRUCTIONS TO BIDDERS

1. GENERAL

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions shall be disqualified without further consideration. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process.

The City of Friendswood requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. **IT IS REQUESTED THAT PROPOSALS BE LIMITED TO NO MORE THAN 25 PAGES, EXCLUDING RESUMES AND SAMPLE DOCUMENTS.** All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the City and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the City after the contract has been awarded, the City will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

2. STATEMENT OF COMPLIANCE

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

3. TAB A - QUALIFICATIONS

- a. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm.
- b. Provide a list of all management, supervision, labor, transportation and equipment necessary to provide debris monitoring services.
- c. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

4. TAB B - EXPERIENCE

- a. Number of debris monitoring contracts your firm currently has within a 250 mile radius of the City of Friendswood.
- b. Include your firm's success rate, percentage wise, with adhering to FEMA Public Assistance regulations.
- c. Describe the experience of the firm in the last sixty (60) months in performing monitoring services in similar size and scope.

Summary of past relevant experience should include the following for each response:

- 1) Type of disaster – hurricane, tropical storm, tornado, etc.
- 2) Type of jurisdiction – city, county, district, any combination
- 3) Collection of debris monitoring assignments

- 4) DMS debris monitoring assignments
- 5) Final disposal debris monitoring functions

5. TAB C - PROJECT METHODOLOGY

- a. Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with debris monitoring.
- b. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
- c. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

6. TAB D - PRICING AND FEES

- a. The proposals shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
- b. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

7. TAB E - REFERENCES

Include names and telephone numbers of persons whom the City of Friendswood can contact for references regarding the firm's past performance on similar projects.

8. TAB F – CONFLICT OF INTEREST

Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers. A copy of the form is attached and a complete text of the law is available at: City of Friendswood City Hall, Purchasing Department, 910 South Friendswood Drive, Friendswood, TX 77573 or at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Friendswood including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

ANY INFORMATION PROVIDED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATION PURPOSES ONLY. IF YOU HAVE CONCERNS ABOUT WHETHER CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE APPLIES TO YOU OR THE MANNER IN WHICH YOU MUST COMPLY, YOU SHOULD CONSULT AN ATTORNEY.

F. PROPOSAL EVALUATION PROCESS

- All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

- o The City's process is as follows:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

- **Qualifications – 25 pts**
 - **Experience – 25 pts**
 - **Project Methodology – 20 pts**
 - **Pricing and Fees– 20 pts**
 - **References – 10 pts**
- Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted.
 - This RFP does not commit the city to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

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

PROPOSER MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED IN ORDER TO VERIFY RECEIPT

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

PROPOSER MUST FILL IN AND SIGN

Name of Firm/Company _____
Representative's Name _____
Representative's Title _____
Mailing Address _____
City, State, Zip _____
Phone & Fax Numbers _____
E-Mail Address _____
Authorized Signature _____
Date _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS

The city reserves the right to make a single award or multiple awards, whichever are in the best interest of the city. In compliance with 20 CFR 200.321(b)(3), the city will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 20 CFR 200.321(b)(4), the city will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION

The city is not liable to respondent for any federal, state, or local taxes for which the city is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the respondent.

DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the city's understanding of submissions.

EVALUATION PROCESS

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Code 252.043 (h)** *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of Friendswood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

COSTS TO SUBMIT

The City of Friendswood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- A. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- B. **EMPLOYERS LIABILITY INSURANCE** protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- D. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- E. **PERFORMANCE BOND**
The city reserves the right to require a performance bond from any or all proposers awarded the contract related to this RFP. The performance bond requirement will be a point of discussion during contract negotiations.

ADDENDA

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Friendswood Purchasing Office. Any changes to specifications will be made in writing and posted on the city's website at: <http://friendswood.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS

Proposals received by the city after the submission deadline will be considered void and unacceptable. City of Friendswood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of Friendswood, City Hall, shall be the official time of receipt.

ALTERING PROPOSALS

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The city has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the city for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

CONFLICTING PROVISIONS

The contract consists only of the city prepared contract and any additional city or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city prepared contract and a document incorporated by reference, the city prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS

The city's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY

Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the city and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the city after the contract has been awarded, the city will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Friendswood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers.

By doing business or seeking to do business with the City of Friendswood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER

City of Friendswood may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Friendswood will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY

Any delivery and freight charges (FOB City of Friendswood designated location) are to be included in the proposal price.

INVOICES

Invoices submitted for payment shall be addressed to: City of Friendswood, Accounts Payable, 910 S. Friendswood Drive, Friendswood, TX 77546 and shall reference the City of Friendswood approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY

Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS

The successful respondent agrees to protect City of Friendswood from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT

The City of Friendswood reserves the right to terminate the contract immediately in the event the successful respondent:

- A.** Fails to complete project in a timely manner agreed upon by both parties;
- B.** Otherwise fails to perform in accordance with this contract;
- C.** Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Friendswood may have in law or equity. Respondent, in submitting this proposal, agrees that City of Friendswood shall not be liable to prosecution for damages in the event that the city declares the respondent in default.

TERMINATION FOR CONVENIENCE

The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE

Any notice provided by this RFP or required by law to be given to the successful respondent by City of Friendswood shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Friendswood, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT

The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Friendswood.

INTERLOCAL AGREEMENT

Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Friendswood.

CONTINGENCIES

Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.





CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Printed Name of Signatory

Signature and Date

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE





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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract.”

Printed Name of Signatory

Signature and Date

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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."

Printed Name of Signatory

Signature and Date

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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.

Printed Name of Signatory

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.

Printed name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, _____, 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 _____ day of _____, 20__

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

Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

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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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Printed Name of Signatory

Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, _____ (Person name), the undersigned representative

of (Company or Business name) _____
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

Date

Signature of Company Representative

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____
Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



HOURLY RATE SHEET

POSITIONS	HOURLY RATES
Senior Program Manager	
Project Manager	
Operations Manager	
Field Manager	
Field Supervisor	
Field Monitor	
Debris Site / Tower Monitor	
Load Ticket Data Entry Clerk	
Collection Monitor	
Citizen Drop-Off Monitor	
Billing / Invoice Manger	
Billing / Invoice Analyst	
Project Inspector	
Project Assistant	
Field Coordinator (Crew Monitor)	
Senior Project Inspector	
Waste Management Specialist	
Senior Public Assistance – Grant Management Consultant	
Principal In Charge	
Public Assistant Consultant	
Public Assistant Consultant Aide	
Project Coordinator	
Debris Site Security	
Safety Manager	
Data Manager	
Data Support Personnel	
Marine Debris Monitor	
Schedules / Expenditures (Logistics)	
Environmental Specialist	
Project Inspector	
Residential Monitor	
Automated Ticket Specialist	
Aerial Photographer	
FEMA Specialist	
Administration Assistant	
Call Center Staff	
Senior Technical Specialist	
Fire / HAZMAT Subject Matter Expert / Trainer	
OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.	



City of
Friendswood,
Texas



Debris Monitoring Services
RFP 2018-05

Proposal | Electronic Copy | March 2018

complex world | CLEAR SOLUTIONS™

March 20, 2018

Ms. Melinda Welsh, City Secretary
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

Subject: **Debris Monitoring Services - RFP No. 2018-05**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. is honored to submit the enclosed proposal for debris monitoring services for the City of Friendswood (City). With over \$2.8 billion in annual revenue, more than 16,000 employees, and extensive debris monitoring experience in Texas, Tetra Tech has both the financial and staffing resources to successfully provide disaster debris monitoring and consulting services to the City. Tetra Tech is a recognized leader in disaster debris monitoring nationwide and is well suited to assist the City for the following reasons:

- **Unmatched Texas Debris Management Experience and History of Assisting Friendswood.** Our firm has assisted more than 100 communities in Texas with response and recovery efforts after Hurricanes Ike, Dolly, and Rita; the 2011 Texas drought and wildfires; the 2015 flood, the October 2015 severe weather event, and Hurricane Harvey. Our team has monitored the collection, removal, and Federal Emergency Management Agency (FEMA) reimbursement of over **29 million cubic yards (CYs) of disaster-generated debris in Texas**. Tetra Tech has assisted the City of Friendswood on multiple occasions, including after Hurricane Ike in 2008, and following the 2015 tornadoes that caused damages in the City. Additionally, Tetra Tech is currently assisting the City of Friendswood with disaster debris monitoring in the wake of Hurricane Harvey. As a result, we have an in-depth understanding of the challenges faced by the City of Friendswood communities.
- **Experienced Management Team.** We have assembled a team of nationally recognized experts in the field of response and recovery. This team includes **John Buri, who has been extensively involved in numerous emergency management and recovery missions in Texas since 2007**. Due to established working relationships throughout Texas with groups like Texas Division of Emergency Management (TDEM), FEMA Region VI, and Texas Commission on Environmental Quality (TCEQ), Mr. Buri will provide the City with unique knowledge and practical understanding of planning, reimbursement, and monitoring that will greatly assist the City in future responses. With seven offices throughout Texas, our team is able to respond to the City within minutes. These multidisciplinary offices support both public and private sector clients throughout Texas on an array of projects in the disaster and non-disaster space. Due to our local presence, Tetra Tech is available to the City before, during, and after a disaster.
- **Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ will give the City real-time debris collection tracking that provides accurate and timely reporting to City stakeholders. RecoveryTrac™ provides real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and street-level pass maps, which will meet the unique data needs of the City. **In addition, RecoveryTrac™ was approved by the United States Army Corps of Engineers (USACE) and meets their specifications for ADMS technology.** The specifications set forth by the USACE are designed to support the largest and most devastating disasters.
- **FEMA and TDEM Relationships Through Past Work History.** Tetra Tech's reimbursement experts have recovered millions of dollars of eligible FEMA Public Assistance reimbursement costs incurred by our clients. Key members of our team include **Mr. John Buri**, who has provided reimbursement and audit support to FEMA Region VI and TDEM since 2005, and **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. These individuals frequently meet with state officials and FEMA Region IV on matters related to reimbursement policies.

Tetra Tech would be honored to serve as the City's disaster debris monitoring and consulting services provider. We are fully prepared to provide the high-quality service that the City of Friendswood expects. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm.

Technical representative:

Mr. John Buri

2901 Wilcrest Drive, Suite 400, Houston, TX 77042

(832) 251-5197 | (713) 737-5763

john.buri@tetrattech.com

Contractual representative:

Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751

(407) 803-2551 | (321) 441-8501 (f)

betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.

A handwritten signature in blue ink that reads "Jonathan Burgiel". The signature is fluid and cursive, with the first name "Jonathan" and last name "Burgiel" clearly distinguishable.

Jonathan Burgiel, Vice President / Operations Manager

QUALIFICATIONS

DESCRIPTION AND HISTORY OF THE FIRM

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 16,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$6 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***103 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.***

Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in the City of Friendswood's (City) request proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Texas.
- We are committed to providing the City with skilled resources within the time frames specified by the City as evidenced by the depth of experience of our senior management team and project management team, their historical performance across Texas and within City and our commitment to the City to perform in a timely manner.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 23 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the City.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the City.
- We have the financial resources and cash flow for a large and long-term recovery effort.



EQUIPMENT

Tetra Tech understands the critical nature of asset management and logistics following a disaster. To that end, Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice. Exhibit A-1 lists available equipment and facilities readily available upon activation.

Exhibit A-1: Available Equipment

FIELD DOCUMENTS* CURRENTLY IN THE WAREHOUSE	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000
Haul Out Ticket Stubs	300,000
Placards	4,000
KITS	
Project Manager Kits (1 per 100 monitors)	40
Project Coordinator Kits (1 per 100 monitors)	40
Human Resources Kits (1 per 100 monitors)	40
Collection Monitor Kits (1 per 25 monitors)	90
Disposal Monitor Kits (1 kit per disposal site)	100
Leaner/Hanger/Stump Kits (1 per 50 monitors)	40
EQUIPMENT**	
Laptops	480
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To be obtained from pre-contracted vendor
Modular Work Locations	To be obtained from pre-contracted vendor
Generators	To be obtained from pre-contracted vendor
Portable Facilities	To be obtained from pre-contracted vendor

*All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to fulfill supply needs in 24 hours or less. ** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.

PROFESSIONAL CERTIFICATIONS, TRAINING, AND LICENSING

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts

Tab A: Qualifications

in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

Additionally, collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily tailgate safety sessions with field employees to alert them of potential work hazards and review safe work practices.

PROPOSED STAFF

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to FEMA, FHWA, U.S. Department of Housing and Urban Development (HUD), NRCS, and other federal agency reimbursement programs. ***Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal.*** Our team is available to the City 365 days per year.

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel**, has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to various communities following Hurricane Maria (Puerto Rico), Hurricane Irma (Florida and US Virgin Islands), Hurricane Harvey (Texas), Hurricane Matthew (Florida and Richland County), Historic 1,000 Flooding Event (South Carolina), Hurricane Sandy (New Jersey Department of Environmental Protection and State of Connecticut), Hurricane Isaac (State of Louisiana), Hurricane Katrina (Residential Demolition Program City of New Orleans, LA), Hurricane Ike (Harris County, TX), and Hurricanes Katrina and Wilma (Miami-Dade County, FL), to name a few.

- **Mr. Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 11-year career. This includes managing and documenting the removal of over 16 million CYs of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices. He has served as a debris specialist and grant consultant for state and local governments, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Ms. Anne Cabrera** has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005. She has served in a variety of roles focusing on reimbursement for more than \$2 billion from the FEMA. Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry. In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on their longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA PA program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for disaster-related activities, state appeals, and close out processes.
- **Mr. Jeff Dickerson, Automated Ticket Specialist** – Mr. Dickerson has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 900 field units to over 35 clients following Hurricane Matthew.
- **Mr. John Buri, Senior Public Assistance – Grant Management Consultant** – Mr. Buri is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 14 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over \$1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.
- **Mr. Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

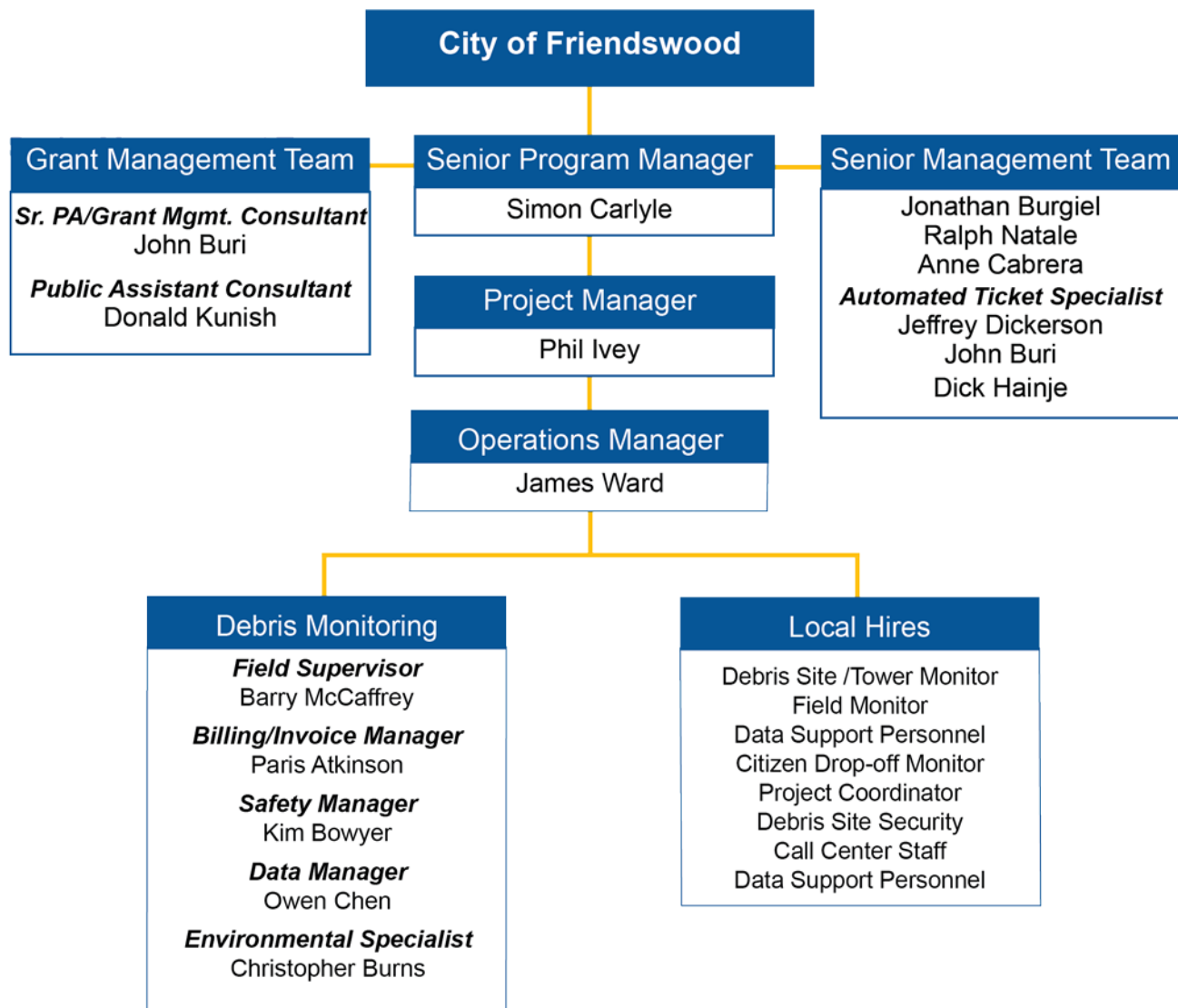
Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

- **Mr. Simon Carlyle, Senior Program Manager** – Mr. Carlyle has been directly involved in all phases of disaster recovery efforts, and has developed significant knowledge of federal, state, and local regulations, allowing him to provide program and project management in response to some of the largest debris-generating disasters in the nation, including Hurricanes Irma, Harvey, Matthew, Katrina, Rita, Wilma, Gustav, Ike, and Sandy as well as numerous ice storms, wildfires, flooding events, and other natural disasters. As a key member of Tetra Tech's response team, Mr. Carlyle is critical in the immediate coordination of debris removal activities for multiple clients.
- **Mr. Phil Ivey, Project Manager** - Mr. Phil Ivey has overseen recovery operations in response to some of the country's largest debris-generating disasters including Hurricane Irma and Harvey. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts.
- **Mr. James Ward, Operations Manager** - Mr. Ward is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has supported projects in the states of Texas, Louisiana, South Carolina, and South Dakota, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.
- **Mr. Barry McCaffery, Field Supervisor** - Mr. McCaffery is an experienced professional with Tetra Tech. His areas of expertise include training, monitor dispatch, and QA/QC, and field management. He has an in-depth understanding of FEMA eligibility and documentation requirements. Mr. McCaffery also has an in-depth understanding of our ADMS, including field implementation, troubleshooting, and reporting.
- **Ms. Paris Atkinson, Billing/Invoice Manager** - Ms. Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the FEMA, invoice reconciliation, and the use of our ADMS. She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.
- **Mr. Donald Kunish, Public Assistant Consultant** –Mr. Kunish is a Certified Emergency Manager with 19 years of experience and has worked on 47 disasters throughout his career. Currently he provides multiple communities with support to utilize U.S. Government grants to respond, recover and mitigate to natural and manmade disasters across the country. These programs include the management of applications and awarded funding to elevate and buy out residences, build back damaged infrastructure to be more disaster resilient, and work for reimbursement of local governments for response and recovery efforts.
- **Mr. Kim Bowyer, Safety Manager** - Mr. Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris project management support under the FEMA PA Grant Project. He has worked for numerous communities, from Connecticut to the southern tip of Texas to California, providing disaster recovery operations support.
- **Mr. Owen Chen, Data Manager** - is an experienced quality control and data manager for Tetra Tech. His areas of expertise include geographic information systems, documentation management, QA/QC, database management, and reporting. He also has an in-depth understanding of FEMA eligibility, documentation requirements, and our ADMS.
- **Chris Burns, Environmental Specialist** – Mr. Burns has over 15 years of experience in the environmental field. He has overseen and participated in numerous tank removals and cleanups. His experience includes responses to small releases from above ground home heating oil tanks to larger releases from underground storage tanks and pipelines that have affected surface water, groundwater, and soil. Mr. Burns' responsibilities during these activities have included management of personnel and equipment as well as support during a wide variety of emergency responses.

Exhibit A-2 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit A-2: Project Team Organizational Chart



Resumes

EXPERIENCE SUMMARY

As Vice President, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Principal-in-Charge (October 2015–November 2015)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30+ years

provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Principal-in-Charge (May 2015–October 2015)

Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

Senior Management (September 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2005-October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 11 year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices.

FEATURED EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has served as a senior consultant and subject matter expert on the following projects:

- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, ,may 2015 floods (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

YEARS OF EXPERIENCE

11 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects, including:

Mr. Natale has provides senior management on the following projects:

- California | Valley and Butte Fire (October 2015–Present)
- State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
- State of Connecticut | Hurricane Sandy Statewide Debris Monitoring Operations (October–December 2012)
- State of Connecticut | Winter Strom Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)
- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Cedar Rapids, Iowa | Severe Flooding (May 2010–June 2011)
- University of Iowa | 2008 Severe Flooding (March 2012–Present)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)
- Terrebonne Parish, Louisiana | Hurricane Ike (July 2010–February 2011)
- State of Connecticut Hurricane Irene (September 2011–November 2011)

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

Mr. Natale has served as a project manager or operations manager on the following projects:

- City of Houston, Texas | Memorial Day Floods (May–August 2015)
- New Jersey Department of Environmental Protection (NJDEP) | Hurricane Sandy Waterway Debris Removal Project (February 2013–January 2014)
- Connecticut Department of Transportation | Winter Storm Alfred Statewide Response (October 2011–April 2012)
- City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)
- Winter Storm Pax | Augusta-Richmond County 2014
- Hurricane Gustav | Iberville Parish, Louisiana, 2008
- Hurricane Gustav | City of Central, Louisiana, 2008
- Hurricane Dolly | Hidalgo County, Texas, 2008
- Winter Storms | Town of North Tonawanda, New York, 2007
- Hurricane Wilma | Collier County, Florida, 2006
- Hurricane Wilma | Naples Airport, Florida, 2005
- Hurricane Wilma | City of Naples, Florida, 2005

EXPERIENCE SUMMARY

Ms. Cabrera has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than \$2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry.

In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA Public Assistance (PA) Program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA Project Worksheets (PWs) for disaster related activities, state appeals, and closeout processes.

In addition, Ms. Cabrera has developed valuable partnerships with various clients, helping them to plan for and prepare for potential disasters. This work has included providing training sessions and participating in exercises with communities across the Country, including helping many cities and counties create or update disaster debris management plans and develop ongoing staff training programs.

FEATURED EXPERIENCE

Senior Program Manager/Subject Matter Expert (October 2016–Present)

Various Projects | Hurricane Matthew

When Hurricane Matthew impacted over 30 Tetra Tech standby debris monitoring contracts across four states, Ms. Cabrera mobilized with the rest of the Tetra Tech management team to serve as senior management and project oversight on multiple projects, including Brevard County, FL; City of Cocoa Beach, FL; and City of Port Orange, FL. As projects transitioned from field operations to reimbursement Ms. Cabrera stepped into a role with several additional clients, including St. Johns County, FL and the Town of Hilton Head, SC working with them to package their documentation for FEMA and State review and providing expertise and advice on reimbursement for debris management activities.

Debris Program Manager (January 2016–February 2016)

Collier County, Florida | 2016 Straight-Line Winds

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. After a long history of helping Collier County to plan for such disasters, including annual trainings and a 2015 update of their Disaster Debris Management Plan, Ms. Cabrera assisted with the rapid ramp-up to monitor

YEARS OF EXPERIENCE

11 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Disaster Debris Management
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems
- Project Staffing
- Multiagency Coordination

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4241 SC Flooding
- 4240 CA Wildfires
- 4223 TX Severe Storms
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1679 FL Tornados
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

EDUCATION

Florida Atlantic University
Master of Business
Administration, International
Business, 2011

Bachelor of Arts, Liberal
Arts, 1999

disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief time-frame.

QA/QC Manager (November 2007–November 2013)

City of New Orleans, Louisiana | Hurricanes Katrina, Gustav, and Isaac Disaster Recovery Services

Ms. Cabrera has supported the City of New Orleans following Hurricanes Katrina (2005), Gustav (2008) and Isaac (2012) as part of the data management and invoice reconciliation team for the City's numerous debris removal programs. She has worked closely with parish, debris contractor, and FEMA staff to provide regular updates on the quantities and types of debris collected to the City of New Orleans.

Data Manager (August 2012–March 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Recovery Services

Following Hurricane Isaac, Ms. Cabrera was part of the data management team for the Parish's debris removal project. She worked closely with parish, debris contractor, and FEMA staff to provide regular updates on the quantities and types of debris collected.

Public Assistance Grant Administrator (January 2010–September 2012)

Port of Galveston, Texas | Hurricane Ike Financial Recovery Services

Ms. Cabrera assisted with the PA Grant Administration for the Port of Galveston, Texas following Hurricane Ike. Ms. Cabrera's tasks included reviewing and reconciling PWs for State and FEMA closeout for Hurricane Ike. In the course of the initial review, damages not captured in the initial PWs were identified including storm induced erosion damages that did not become evident until many months after the initial disaster. Ms. Cabrera was involved in the process of writing new PWs for the previously undocumented damage which included the formulation, review and management of damage descriptions, bid specifications, scope of work, contractors specifications, force account labor and equipment, logistics of project commencement and completion, invoicing, tracking of funds, site visits and photos, State and FEMA communication, and monitoring the obligation and closeout process.

Data Manager (October 2005–September 2008)

City of Plantation, Florida | Hurricane Wilma Disaster Recovery Operations

Ms. Cabrera performed data management activities for the City of Plantation, FL following Hurricane Wilma. This included designing and implementing quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices to ensure accurate invoice reconciliation. Ms. Cabrera worked closely with the City Grant Administrator to support the execution of the Stafford Act PA Grant Program and participated in the project closeout along with the Florida State PA Coordinator and FEMA, where she represented the interests of the City of Plantation.

Hurricane Ike, Hurricane Irene, and Winter Storm Alfred Disaster Recovery Assistance

Ms. Cabrera was heavily involved in our team's disaster recovery efforts during the 2008 and 2011 hurricane seasons as well as projects related to the Texas severe drought and wildfires where she primarily provided data management activities associated with the debris collection effort for over 40 clients and communities across five states.

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a 20+ year military veteran with skills in leadership, training, and personnel development. Mr. Dickerson is very experienced in disaster response field and data operations along with the application of advance technology to improve efficiency. He recently spoke at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

Mr. Dickerson has led the development and support of our automated debris management system (ADMS), RecoveryTrac™. RecoveryTrac™ is a certified U.S. Army Corp of Engineers (USACE)-compliant suite of applications and mobile tools designed to simplify the collection of field documentation and increase the overall efficiency of monitoring debris removal efforts. *He designed and developed the industry- leading RecoveryTrac™ GIS*, which provides best in class reporting and analysis tools along with GIS web service based data feeds enabling direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

Project Manager (August 2016–Present)

Miami Dade County, FL | Zika Mosquito Inspection and Remediation Monitoring and Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to document and manage a Door to Door Mosquito inspection and remediation program. RecoveryTrac technology was implemented by providing Contractor Crews with handheld smart phone devices loaded with the RecoveryTrac software to capture and report the inspection and remediation activity data in real time. The data collected was critical to the County in directing resources in response to changing health concern areas and mosquito counts.

GIS/ADMS Applications Manager (October 2015–August 2016)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures

YEARS OF EXPERIENCE

20 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science,
Nuclear Engineering
Technology, 1997

were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)

City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (October 2013–December 2013)

State of New Jersey Department Environmental Protection | Hurricane Sandy Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 45 handheld devices for waterway debris and sediment removal for two-thirds of New Jersey's coastline. The RecoveyTrac™ work documentation module was heavily used to document the step-by-step progress. Over 58,000 photos documenting the collection and disposal of the debris and sediment were recorded.

ADMS Application Manager (August 2012–July 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

ADMS Application Manager (September 2011–June 2013)

City of Houston, Texas | Drought & Wildfires Debris Removal Monitoring

Mr. Dickerson managed the multi-year logistics and deployment of ADMS technology, including over 25 handheld devices in a multi-phased removal of thousands of trees following a severe drought documenting over 260,000 cubic yards of debris. His responsibilities include the deployment, support, and staff training of the ADMS mobile system and development of custom mapping and reports.

Logistics and Network Operations Manager (August 2011–June 2012)

States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring

Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **\$3 billion:** His work has represented over \$3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **\$142 million:** Served as program manager for \$142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients:** Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), and Tax Day flood in 2016 (DR-4269)
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials,

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados

EDUCATION

Texas State University
Master of Arts, Public
Administration, 2002

The University of Texas
Bachelor of Arts, Government,
2000

congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Hazard Mitigation Grant Program Support

Various Clients – US

- Overall responsibility for the management and performance of task orders supporting \$90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions

Disaster Grant Management Consulting – 2013 Front Range Flood

Boulder County, Colorado, Program Manager

- Overall responsibility for the management and performance of our task order for \$8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of \$300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives

Multi-year Emergency Management & Disaster Recovery Services

Montgomery County, Texas

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015-Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Program Manager (July 2010-September 2012)

Port of Galveston, Texas | Hurricane Ike Federal Grant Administration

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Management Oversight (September 2008–Ongoing)

Galveston County, Texas | FEMA HMGP, Severe Repetitive Loss (SRL), and CDBG Application, Administration, and Implementation

Following Hurricane Ike, Galveston County faced the daunting task of maintaining critical operations. Galveston County engaged our team to assist with its overall recovery process. This included consulting services for the FEMA PA program and evaluating the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP. Within 48 hours, our team deployed a team of experts to Galveston County to manage all aspects of these processes. Beginning with public outreach and program setup, our staff began collecting applications from property owners and compiling an HMGP application for the buyout of up to 1,000 properties and the elevation of 12 others through a \$102 million HMGP grant, which our team secured, implemented, and is in the process of closing out. In addition, Galveston County also engaged our team to assist with its extensive PA process and to act as a standby PA consultant for future disasters. Finally, on behalf of Galveston County, our team applied for a FEMA SRL grant to elevate many more flood-prone homes throughout Galveston County. The resulting \$31 million SRL grant award will be used to elevate as many eligible homes as possible and is being implemented by our team to closeout.

EXPERIENCE SUMMARY

Mr. Hainje has spent his entire career in emergency management and has been involved in the deployment of almost every disaster over the last 30 years, including hurricanes, tornados, snow storms, and floods. He maintains strong relationships with state and federal partners, serves in a very critical role where he is involved in every stage of the disaster recovery process with every client, and has a deep passion for working with and assisting government entities with Federal Emergency Management Agency (FEMA) guidelines and federal funding. As a member of Tetra Tech's Incident Management Team (IMT), Mr. Hainje is dedicated to responding to our stand-by clients as part of the team deployed to the impacted region and focuses on providing senior management oversight to clients prior to or immediately after a disaster. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations.

As former regional administrator of FEMA Region VII for eight years, Mr. Hainje was responsible for the preparedness, response, recovery, and mitigation of all disasters in Kansas, Iowa, Nebraska, and Missouri, and led the region through 60 presidentially declared disasters. Over the last 10 years, Mr. Hainje has supervised major emergency operations in Connecticut, Florida, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to Delaware. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event. At the peak, Mr. Hainje was in charge of over 1,000 FEMA employees deployed to this event, briefed the Midwest governors and the president of the United States, as well as many U.S. senators and congresspersons.

Mr. Hainje is an essential member of Tetra Tech's senior management team and is actively involved in the interaction with every client following every activation, including being present in Joint Field Office (JFO) and engaging with officers to understand the nature of every disaster.

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

YEARS OF EXPERIENCE

30 years

RELEVANT EXPERIENCE

Senior Technical Advisor (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Hainje is currently serving as senior technical advisor to Boulder County, Colorado, following the devastating floods that occurred in September 2013.

Principal in Charge (August 2010 – March 2013)

State of South Dakota | FEMA PA Closeout Services

As principal in charge, Mr. Hainje oversaw the PA closeout contract, which involved closing out over 200 project worksheets related to public utilities.

Principal in Charge (July 2010 – September 2013)

Port of Galveston, Texas | Federal Grant Administration

Mr. Hainje is assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Hainje's assistance, the Port of Galveston has received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Advisor (January – September 2011)

Texas Department of Transportation | Comprehensive FEMA PA and Federal Highway Administration

Mr. Hainje worked with the Texas Department of Transportation (TxDOT) and FEMA to resolve a number of outstanding projects, allowing TxDOT to receive millions in eligible funding.

Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Hainje was a member of the our staff's IMT for the New Jersey Department of Environmental Protection following Hurricane Sandy, where he met with FEMA officials and state coordinating officers.

Senior Debris Consultant and Advisor (October 2012-December 2012)

State of Connecticut | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management

Mr. Hainje has assisted the State of Connecticut with debris management as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Hurricane Irene, Winter Storm Alfred, and Hurricane Sandy. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms. Mr. Hainje was in the EOC working with the IDMTF prior to landfall for Hurricane Irene and Hurricane Sandy.

Senior Debris Consultant and Advisor (October 2012-December 2012)

Multiple Cities and Towns in Connecticut, including the City of Hartford | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management

After Hurricane Irene, Hurricane Sandy, and Winter Storm Alfred, Mr. Hainje worked directly with Hartford, West Hartford, Manchester, Enfield, Danbury, Greenwich, Fairfield, New London, and several more communities on their debris management activities. Mr. Hainje traveled the state extensively during these operations, working with and advising public officials in more than 25 communities.

EXPERIENCE SUMMARY

Mr. Simon Carlyle has been directly involved in all phases of disaster recovery efforts, and has developed significant knowledge of federal, state, and local regulations, allowing him to provide program and project management in response to some of the largest debris-generating disasters in the nation, including Hurricanes Irma, Harvey, Matthew, Katrina, Rita, Wilma, Gustav, Ike, and Sandy as well as numerous ice storms, wildfires, flooding events, and other natural disasters.

FEATURED EXPERIENCE

Project Manager (October 2016 – Ongoing)

Beaufort County, SC

Mr. Carlyle's relationship with Beaufort County staff dates back nearly a decade. Thorough annual training meetings, constant communications at times of potential storm impact, and working with County staff review and provide consultation to County staff during development of the County's FEMA approved Disaster Debris Management Plan Mr. Carlyle has developed a unique understanding of the County's post-disaster needs. Prior to Hurricane Matthews impact on the County in October of 2016, Mr. Carlyle worked with County staff to devise a project specific mobilization plan. Throughout the storm's impact, Mr. Carlyle was in regular contact with County staff throughout the storm's impact and was in the County's operation center 12 hours after Storm conditions had surpassed. Mr. Carlyle was embedded in Beaufort County throughout the entirety of the County's recovery operations, serving as project manager for Tetra Tech's entire engagement there. Mr. Carlyle oversaw the removal of over 1.7million cubic yards of debris, the removal of 62,000 hanging limbs and dangerous trees, the execution of 83 Right-of entry agreements, and a waterway debris and vessel removal program.

Project Manager (August-September 2016)

Pasco County, Florida

Mr. Carlyle served as project manager for Tetra Tech's response to Pasco County, Florida following the effects of Hurricane Hermine. Mr. Carlyle responded within 2 hours of the County's initial request for assistance and immediately began developing an operational plan for a County-wide debris estimating survey. Subsequently, Mr. Carlyle coordinated with County staff to schedule debris removal, respond to residential requests, train field staff, direct debris removal crews, establish protocols for collection and reporting, and develop a public information campaign to assist residents with debris collection.

Regional Program Manager (March- August 2016)

Counties of Harris, Montgomery, Waller and Brazoria, Texas

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement
- Debris Site Permitting
- Public Information Campaigns
- Project Staffing
- Contract Management
- Public Information

GRANT EXPERIENCE

- FEMA PA
- FHWA ER Program

DISASTERS

- 4280 Hurricane Hermine
- 4272 TX Severe Flooding
- 4269 TX Severe Flooding
- 4166 SC Winter Storm
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1609 Hurricane Wilma
- 1606 Hurricane Rita
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety

EDUCATION

Onondaga Community College
Associate of Arts, Radio and
Television Production, 1996

In the spring of 2016, much of Eastern Texas was inundated with two devastating flooding events that inundated the region. As a key member of Tetra Tech's response team, Mr. Carlyle was critical in the immediate coordination of debris removal activities for multiple clients. Mr. Carlyle's main responsibilities included training project staff, coordinating with debris haulers to schedule debris removal, working with the Texas Commission on Environmental Quality to permit temporary debris management sites, establishing reporting protocols and assisting with the development of several unique public information campaigns.

Public Outreach Manager (November 2015 – Ongoing)

Lake County, California

As part of Tetra Tech's ongoing recovery program management engagement with Lake County, California, following the devastating wildfires that claimed as many as 1,500 homes. Mr. Carlyle worked closely with County officials to develop and execute a public information campaign designed to attract, inform, and assist residents who wished to apply for a Federal Emergency Management Agency (FEMA)-approved right-of-entry program. Mr. Carlyle was instrumental in coordinating the communication outreach program to over 12,000 residents on multiple occasions.

Public Information Campaign, Producer (May 2015)

Houston-Galveston Area Council

The Houston-Galveston Area Council (H-GAC) tasked Tetra Tech with the development of a post-event debris segregation public information campaign. Mr. Carlyle worked closely with H-GAC staff to develop informational and instructional graphics in both English and Spanish to be posted on public websites and printed for distribution following a debris-generating event. In addition, Mr. Carlyle produced four separate videos in both English and Spanish to be broadcast on social media and local networks immediately following an event. The coordinated efforts between Tetra Tech, H-GAC, and local governments have been successful in educating the general public post-disaster, thus leading to debris collection efficiencies.

Client Manager (August 2012–November 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

In anticipation of Hurricane Isaac making landfall in Louisiana, Mr. Carlyle mobilized and immediately responded to the Parish post landfall. Mr. Carlyle helped the Parish address and identify primary areas of concern, identify temporary disposal site locations, and establish protocols for a FEMA-approved modified property debris removal. Mr. Carlyle worked closely with the Parish's public information officer to develop daily press briefings and assisted with the Parish's overall public information campaign. Mr. Carlyle also facilitated initial coordination meetings with FEMA officials, state representatives, and the Parish's hauler. Mr. Carlyle followed through on our team's promise to the Parish and staffed entirely local Parish residents for the disaster recovery monitoring program.

Project Manager (September 2011–May 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Following the largest and most damaging wildfire in Texas history, Mr. Carlyle led our team of experts in initializing Bastrop County's recovery effort. Mr. Carlyle was integral in obtaining expedited project worksheets, coordinating with FEMA to develop disaster-specific documentation protocols, initiating a private property debris removal program, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Oversight (August–October 2011)

State of North Carolina | Hurricane Irene Disaster Debris Program Management

Mr. Carlyle helped our clients prepare for Hurricane Irene days prior to impact. After the storm's impact, Mr. Carlyle provided senior oversight for all 16 of our team's North Carolina clients that were affected by Hurricane Irene. Mr. Carlyle oversaw a variety of projects, including right-of-way debris removal and disposal, removal of dangerous hanging limbs and leaning trees, residential debris disposal, FHWA debris segregation, and FEMA reimbursement for the aforementioned projects.

Project Manager (September 2008–October 2009)**City of Galveston, Texas | Hurricane Ike Program Management of Debris Removal from Subsurface Stormwater Management System**

Following the initial right-of-way debris removal program in the City of Galveston, Mr. Carlyle was mobilized to set up protocols and manage Hurricane Ike-related debris removal from subsurface storm drains and the removal of trees that had been rendered lifeless due to saltwater intrusion. Mr. Carlyle worked closely with the City's public works and engineering departments as well as FEMA to establish documentation protocols that would satisfy FEMA requirements and minimize paperwork and costs to the City of Galveston.

Project Manager (November 2009–December 2009)**Arkansas Game and Wildlife Commission | Ice Storm Disaster Debris Program Management**

As a result of an ice storm, our team was retained to provide disaster debris program management services. FEMA, for the first time in the agency's history, reimbursed for hazardous debris removal from hunting trails in a wildlife management area. Mr. Carlyle established protocols unique to this historic project and managed the safe removal of hundreds of thousands of hazardous trees and limbs blocking public hunting trails. Mr. Carlyle also trained and managed over 100 local employees, all hired within 96 hours of receiving a notice to proceed.

Quality Assurance/Quality Control (November 2007–November 2008)**City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program**

As part of the project team for the demolition program, Mr. Carlyle was responsible for ensuring all utilities were shut off and all required paperwork was complete prior to demolition.

Project Manager (February 2006–August 2006)**City of Waveland, Mississippi | Hurricane Katrina Public and Private Property Debris Removal Program Management**

The City of Waveland is considered by many to be "ground zero" of Hurricane Katrina, which made landfall on August 29, 2005, as a Category 4 hurricane with sustained winds of 145 miles per hour. Mr. Carlyle helped to initiate the City of Waveland's right-of-way debris removal operation and right-of-way leaner and hanger removal program and to coordinate debris removal from City parks.

Project Manager (October 2005–February 2006)**City of Miramar, Florida | Hurricane Wilma Disaster Recovery Services**

Mr. Carlyle deployed an immediate response team to provide storm debris cleanup and recovery planning in response to Hurricane Wilma. Mr. Carlyle also successfully managed multiple debris-hauling contractors within the City of Miramar, ensuring that there was no duplication of effort.

EXPERIENCE SUMMARY

Mr. Phil Ivey has overseen recovery operations in response to some of the country's largest debris-generating disasters, including Hurricanes Irma, Harvey, Sandy, Irene, Ike, Katrina, Wilma, Dennis, and Ivan; the 2013 Boulder County, Colorado floods; the 2006 ice storms in Buffalo, New York; and the Groundhog Day tornadoes that swept through Central Florida in February 2007. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

FEATURED RELEVANT EXPERIENCE

Deputy Project Manager (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Ivey was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Ivey's responsibilities included program execution and management of over 200 zones within the fourth largest city in the country. He was responsible for recruiting and training of 120 monitors, health and safety program implementation, reimbursement documentation, and overall oversight of the program. Mr. Ivey worked closely with grant managers, FEMA field specialists, and the State of Texas to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Deputy Project Manager (March 2014–July 2014)

Boulder County, Colorado | Flooding Disaster Debris Program Management

Mr. Ivey served as deputy project manager for Boulder County, Colorado, following the September 2013 flooding. As deputy project manager, he oversaw the recovery of nearly 10,000 tons of debris. Also unique to this project was the fact that Tetra Tech was contracted by the County to take over monitoring operations from another firm mid-project. Mr. Ivey also assisted in identifying eligible debris in the streams for reimbursement and administering the program management for the County's demolition project, including filling out all paperwork.

Operations Manager (February 2013–January 2014)

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- 4245 Texas severe storms
- 4155 SD Winter Storm
- 4145 Colorado Floods
- 4086 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1780 Hurricane Dolly
- 1735 OK Winter Storms
- 1679 FL Tornadoes
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1551 Hurricane Ivan

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety
- NIMS IS-00700

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management

Mr. Ivey served as operations manager for the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, where he managed the NJDEP's vessel recovery operations throughout the state as well as water debris removal for the northern part of the state.

Project Manager (October 2013–December 2013)**City of Rapid City, South Dakota | Winter Storm Atlas Debris Program Management**

Mr. Ivey served as project manager during our team's response to the City of Rapid City, South Dakota, following the severe winter storm that crippled the entire western half of the state for nearly two weeks. Mr. Ivey managed the monitoring of the removal of over 100,000 cubic yards of debris and the mitigation of hazards caused by 8,020 hanging limbs or leaning trees.

Operations Manager (November 2007–November 2013)**City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program**

Mr. Ivey's responsibilities included documenting legal authority to demolish properties, which included surveying each structure, securing the legal ownership of nearly 2,000 properties, advising the legal owners of the impending demolition, and documenting the entire process from survey to demolition.

The unique demolition project required the identification and tracking of items with archeological significance to the surrounding area. Mr. Ivey's eye for detail for all aspects of the fast-paced demolition project ensured maximum reimbursement from FEMA for the City of New Orleans.

Project Manager (August 2012–November 2012)**St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Following Hurricane Isaac, Mr. Ivey served as the project manager and implemented our automated debris management system (ADMS) for the debris removal project. Mr. Ivey was responsible for oversight of household hazardous waste and supervised the private property debris removal program. This project resulted in the monitoring and removal of approximately 225,000 cubic yards of debris for the Parish.

Project Manager (August 2011–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management**

Following Hurricane Irene, Mr. Ivey was responsible for supervising the debris and tower monitors, verifying truck certification, creating schedules for supervisors, and meeting with clients daily for updates on the progress of the debris management program.

Quality Assurance (June 2011–July 2011)**City of Tuscaloosa, Alabama | United States Army Corps of Engineers (USACE) Debris Removal Mission**

In 2011, Alabama was impacted by an unprecedented amount of tornadoes during the incident period of April 15, 2011 to May 31, 2011. The historic number of tornadoes and resulting damage resulted in FEMA tasking the USACE with debris removal for 61 local governments within Alabama. Mr. Ivey served on the USACE mission as a Quality Assurance Roving Monitor assigned to the City of Tuscaloosa. His responsibilities included providing quality assurance by inspecting debris loading activities, monitoring site safety, and verifying ineligible debris was not collected.

Deputy Project Manager (September 2008–September 2011)**City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Ivey was instrumental in helping the firm to quickly establish debris removal protocols, assign and direct debris haulers to zones, and keep city residents informed of the progress of the debris effort. The debris removal operation was a monumental effort involving approximately 1,000 personnel and the daily removal of 250,000 cubic yards of debris from the city.

Project Manager (April 2011–June 2011)**City of Raleigh, North Carolina | Tornado Disaster Program Management**

Following the tornadoes in 2011, Mr. Ivey trained City of Raleigh staff members on debris removal, leaners and hangers, and truck certification. Mr. Ivey also tracked the work completed for FEMA eligibility and updated the client daily on training progress.

Project Manager (December 2007–May 2008, May 2010–July 2010)**City of Norman, Oklahoma | Winter Storm Disaster Debris Program Management and Tornado Disaster Debris Program Management**

Following severe winter storms in December 2007, Mr. Ivey assisted with debris contractor procurement, overall program management, and overseeing the debris removal monitoring for the collection and disposal of approximately 750,000 cubic yards of debris. He was responsible for training nearly 120 monitors and supervisory personnel as well as holding daily safety and operational meetings with them. Mr. Ivey was able to add FEMA reimbursable projects for the city, which included the removal of hazardous trees, branches, and stumps from the right-of-way and the removal of hazardous trees, stumps, and debris from over 40 city parks.

Following the tornadoes in 2010, Mr. Ivey provided training on debris removal, leaners and hangers, and tower and truck certification. He also monitored hazardous waste removal and right-of-way debris removal from parks in the City of Norman.

Project Manager (March 2010–May 2010)**Comanche Nation, Oklahoma | Winter Storm Disaster Debris Program Management**

Mr. Ivey trained Comanche Nation tribal members on debris removal, leaners and hangers, and tower and truck certification. Mr. Ivey also reported daily to the chief of the tribe on the progress of the project.

Project Manager (November 2009–December 2009)**Arkansas Game and Fish Commission | Ice Storm Disaster Debris Program Management**

Mr. Ivey was responsible for the removal of hazardous leaners and hangers over two mountains (totaling 63 miles). Mr. Ivey mapped every tree over this 63-mile span and informed the Arkansas Game and Fish Commission about future replanting.

Project Manager (June–October 2009)**Towns of Spencer and Sterling, Massachusetts | Winter Storm Disaster Debris Program Management**

Following the snowstorms in 2009, Mr. Ivey monitored right-of-way debris removal and trained staff members on debris removal, leaners and hangers, and tower and truck certification.

Project Manager (July–November 2008)**Hidalgo County, Texas | Hurricane Dolly Debris and Grant Management Services**

Mr. Ivey oversaw all project-related activities for Hidalgo County and its 16 cities and maintained a high level of communication between the various county, city, and FEMA officials. Through those relationships and diligent oversight, Mr. Ivey was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks. Mr. Ivey was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.

Data Manager and Collection and Disposal Supervisor (September 2005–September 2008)**City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management**

Following Hurricane Ivan, Mr. Ivey oversaw disaster recovery efforts for the City of Pensacola, including the proper collection and disposal of over 1.3 million cubic yards of debris. He was responsible for the database management of load tickets, approval of debris contractor invoices, and assisting the City of Pensacola with preparing project worksheets for FEMA reimbursement.

Project Manager (June 2008–September 2008)

City of Cedar Rapids, Iowa | Sinclair Property Flood Demolition Monitoring Management

Following the flooding in 2008, Mr. Ivey was responsible for monitoring the daily operations of removing hazardous material from the Sinclair Plant.

Collection and Disposal Operations Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Ivey was responsible for truck certification, hanger/leaner identification, tracking and monitoring debris removal, data entry, contractor invoice reconciliation, and appeals support. He was also responsible for training field debris monitoring crews.

Project Manager (February 2007–April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Mr. Ivey was responsible for overseeing the teams monitoring the collection and disposal of approximately 135,000 cubic yards of debris. Mr. Ivey also coordinated the data management process to ensure maximum reimbursement from FEMA.

Operations Manager (October 2006–January 2007)

Genesee County, New York | Winter Storm Disaster Debris Program Management

Mr. Ivey provided logistics support, truck certifications, training for collection and disposal monitoring crews, and data entry and management services. He worked closely with Genesee County to identify critical debris removal areas and mark hazardous trees and hanging limbs for removal.

Project Manager (October 2006–January 2007)

Town of North Tonawanda, New York | Winter Storm Disaster Debris Program Management

Mr. Ivey was a member of the first response team and was deployed to the western portion of upstate New York following a devastating early season snowstorm that buried the Town of North Tonawanda under nearly two feet of snow. Mr. Ivey was responsible for truck certification, collection and disposal monitoring, and preparation of project worksheets to document eligible debris estimates for approximately 80,000 cubic yards of debris. He also provided fleet management services to ensure operations ran efficiently and effectively.

Project Manager (March 2006–May 2006)

Collier County, Florida | Hurricane Wilma Disaster Debris Program Management

Mr. Ivey and other key members of the project team provided Collier County with daily progress reports, including maps showing beginning global positioning system (GPS) coordinates with pre-photos, daily progress, ending GPS coordinates, and post-event photos. The daily reports included documentation supporting daily debris removal quantities and documentation of the proper disposal of that debris. These reports were discussed at a weekly meeting with representatives from the Natural Resources Conservation Service (NRCS) and Collier County. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.

EXPERIENCE SUMMARY

Mr. James Ward is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has supported projects in the states of Texas, Louisiana, South Carolina, and South Dakota, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.

FEATURED RELEVANT EXPERIENCE

Project Manager (October 2016–January 2017)

City of Port Orange, Florida | Hurricane Matthew Debris Removal Program

Mr. Ward served as project manager for the City of Port Orange's debris removal program following Hurricane Matthew. He oversaw coordination with the debris removal contractors, field monitor oversight, FEMA reimbursement documentation, and field monitor health and safety. Mr. Ward oversaw the collection of over 428,000 cubic yards of eligible disaster debris that was a result of Hurricane Matthew. He also managed a hazardous tree and hanger removal program that addressed over 6,000 trees in the City.

Operations Manager (August 2016 – September 2016)

Ascension Parish, Louisiana | Severe Storms and Flooding Disaster

Mr. Ward was deployed as an operations manager for Ascension Parish, Louisiana following severe storms and flooding that resulted in concentrated volumes of disaster debris in the Parish. Mr. Ward's responsibilities included field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Operations Manager (May 2016 – July 2016)

Harris County, Texas | Severe Storms and Flooding Disaster Debris

Mr. Ward was deployed as an operations manager for the Harris County, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the County. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Senior Field Supervisor (May 2015 – August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris

YEARS OF EXPERIENCE

5 years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

DISASTERS

- 4283 FL Hurricane Matthew
- 4277 LA Severe Storms and Flooding
- 4269 TX Severe Storms and Flooding
- 4223 TX Severe Storms and Flooding
- 4166 SC Winter Storm
- 4115 SD Winter Storm
- 4029 TX Wildfires

Mr. Ward was deployed as a senior field supervisor for the City of Houston, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. Mr. Ward's responsibilities include field monitor supervisor, health and safety, reimbursement documentation, and truck certifications.

Field Supervisor (February 2014–May 2014)

Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Ward served as field supervisor for Dorchester County, South Carolina following Winter Storm Pax, where he oversaw field monitors and support reimbursement documentation for the County. Mr. Ward was also instrumental in the identification, hiring, and training of field staff to support the project.

Field Supervisor (April 2013–September 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management

Following an ice storm in April 2013, Mr. Ward served as field supervisor for the City of Sioux Falls, South Dakota. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations.

Field Supervisor (September 2011–August 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Ward served as a field supervisor, where he worked on right-of-entry properties to identify qualified trees for removal after more than 1,600 homes were destroyed following the largest and most damaging wildfire in Texas history.

EXPERIENCE SUMMARY

Mr. Barry McCaffery is an experienced operations manager with Tetra Tech, Inc. His areas of expertise include training, monitor dispatch, and quality assurance/quality control (QA/QC), and field management. He has an in-depth understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements. Mr. McCaffery also has an in-depth understanding of our automated debris management system (ADMS), including field implementation, troubleshooting, and reporting.

Mr. McCaffery's experience assisting the City of New Orleans with program management and demolition monitoring services has made him a leading expert in FEMA public assistance eligible demolitions. He has a keen understanding of FEMA requirements to perform private property debris removal and demolition activities. Additionally, he is experienced in capturing and managing the supporting documentation needed for federal reimbursement.

RELEVANT EXPERIENCE

Project Manager (October 2016–January 2017)

Liberty County, Georgia | Hurricane Matthew Debris Removal Program

Mr. McCaffery served as project manager for the Liberty County Hurricane Matthew debris removal program. He oversaw coordination with the debris removal contractors, field monitor oversight, FEMA reimbursement documentation, and field monitor health and safety. The County also approved debris removal from four of the municipalities within the County which required additional coordination efforts. Mr. McCaffery oversaw the collection of 182,000 cubic yards of eligible disaster debris that was a result of Hurricane Matthew.

Quality Control Manager (May 2015–October 2016)

City of New Orleans, Louisiana | Hurricane Katrina Demolition Program

Mr. McCaffery is currently serving as a quality control manager for the City of New Orleans's demolition program. His responsibilities include quality assurance and quality control (QA/QC) of field demolition monitoring and documentation. As such, Mr. McCaffery has an understanding of City and FEMA requirements related to demolition activities, including packet management, working closely with the City of New Orleans project representatives, QA/QC of project documentation, and contractor invoice reconciliation.

Operations Manager (April 2014)

Hampton County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Upon a notice to proceed from Hampton County, South Carolina, Mr. McCaffery, who had already been mobilized to the area, supported efforts to

YEARS OF EXPERIENCE

4 years

AREAS OF EXPERTISE

- Disaster Debris Management
- Monitor Training
- Monitor Dispatch
- Right-of-Way Debris Removal
- Disposal Operations
- Hazardous Tree Removal
- Field Operations
- Quality Assurance/Quality Control
- FEMA Documentation and Requirements
- Health and Safety
- Demolition Operations

TRAINING & CERTIFICATIONS

- IS-0023.a – FEMA Environmental Preservation
- IS-00559 – Damage Assessment
- IS-00632.a – Debris Ops.
- IS-00700 – NIMS

DISASTERS

- 4166 Winter Storm SC
- 4165 Winter Storm GA
- 4086 Hurricane Sandy
- 1603 Hurricane Katrina

EDUCATION

Bucks County Community College
Associate of Arts, Hospitality and Tourism Management

identify and train local staff, establish project infrastructure, survey county roads (many of which were unpaved), and set up disposal operations. Mr. McCaffery was instrumental in monitor dispatching and cost tracking and reporting. He also served as the on-site ADMS expert.

Senior Field Supervisor (March 2014)

Colleton County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. McCaffery was an integral part of our team's rapid mobilization immediately following Winter Storm Pax for Colleton County, South Carolina. Mr. McCaffery was responsible for assisting with initial damage assessments, debris site surveys, and helped establish project infrastructure. He also provided ADMS field support and supervision.

Operations Manager (February 2014)

City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Mr. McCaffery was responsible for assisting with initial damage assessments, debris site surveys, and helped establish project infrastructure. He also served as project staff recruiter and trainer, field operations manager, and ADMS specialist for one of the largest debris generating events in recent state history.

Field Supervisor (January 2013–December 2013)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management – North Region

Mr. McCaffery supported the implementation of our ADMS system through all phases of operations, including truck certifications, load collection, load disposal, and unit rate collections. Mr. McCaffery also assisted in the quality assurance and quality control checks to ensure that the client received the proper documentation to satisfy all FEMA requirements. This program covered a large portion of the New Jersey Northeastern Coast and waterways and includes the removal of storm debris and vessels from New Jersey waterways.

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

As billing/invoice analyst for the City of Friendswood, Ms. Atkinson will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.

FEATURED RELEVANT EXPERIENCE

Billing/Invoice Analyst (May 2015 - 2016)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Ms. Atkinson served as billing/invoice analyst for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yards of disaster debris in the City. Ms. Atkinson worked alongside the data manager of the FEMA funded destruction relief program for the City, and also assisted with the daily input of collection logs and data documentation.

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Project Manager (December 2015–Ongoing)

YEARS OF EXPERIENCE

11 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Vessel Removal
- Leaner and Hanger Removal
- Invoice Reconciliation

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- Collier County FL Severe Storms
- 4240 CA Valley Fire
- 4225 TX Flooding
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science,
Psychology, 2005

State of Connecticut | Financial Recovery Services, FEMA Public Assistance

The State of Connecticut has retained Tetra Tech to perform a secondary review of FEMA PA and FHWA-ER related funding that was obligated as a result of Winter Storm Alfred (FEMA-DR-4046). Due to a recent decision on the FEMA eligibility of reduction, final hauling, and final disposal costs, each town/city that applied for and received FEMA PA funding as well as FHWA ER funding must be reviewed to determine if appropriate funding has been obligated. Ms. Atkinson is responsible for reviewing the FEMA PA and FHWA grant documentation; ensuring reduction, final hauling, and final disposal costs have been reimbursed; and identifying any additional charges not captured by FEMA.

Senior Data Manager (October 2015–Ongoing)**Lake County, California | Valley Fire Disaster Debris Program Management**

Lake County, California was one of the counties severely impacted by the Valley Fire, which burned over 76,000 acres across Lake, Napa, and Sonoma Counties prior to being fully contained. Tetra Tech was retained by the County to provide program management and debris monitoring services. In addition to a right-of-way debris and hazardous tree removal program, the County also initiated a selective private property debris removal (PPDR) program. One of the unique aspects of the County is the enormous trees along the right-of-ways. Thousands of fire hazard trees were identified throughout the County that, though located on private property, could pose a threat to County maintained roads. As a result, the County initiated a selected PPDR program to address standing dead trees on private property that could impact County roads. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.

Senior Data Manager (May 2015–Ongoing)**Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management**

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Ms. Atkinson served as the senior data manager for the Texas projects. She supported the projects by managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members. Hays County has an ongoing PPDR program for which Ms. Atkinson continues to provide data management support.

Debris Subject Matter Expert (March 2014– September 2014)**Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP**

Ms. Atkinson served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Ms. Atkinson and the project team developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Ms. Atkinson also assisted in the development of multiple debris forecast models to estimate the resulting debris volumes following a disaster as well as the County's capacity to address debris using internal equipment and resources.

Data Manager and Debris Management Consultant (March 2014–Ongoing)**Boulder County, Colorado | Severe Flooding Disaster Debris Program Management**

Ms. Atkinson is currently serving as data manager for Boulder County, Colorado following the severe flooding that affected the state in September 2013. Ms. Atkinson is responsible for managing invoice reconciliation with the debris contractor; creating custom reports for Boulder County; managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provides ADMS and database support for all staff members. Additionally, Ms. Atkinson assists with management of the FHWA-ER program for the County.

Data Manager (May 2014–August 2014)**Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management**

Ms. Atkinson served as data manager for two counties in Alabama following severe storms and tornadoes that affected the area in May. Ms. Atkinson was responsible for managing invoice reconciliation with the debris contractor; managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal.

Data Manager (February 2014–July 2014)**Barnwell County; Colleton County; Dorchester County; Sumter County, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management**

Ms. Atkinson served as data manager for six municipalities in the states of South Carolina and Georgia following Winter Storm Pax. Ms. Atkinson was responsible for managing invoice reconciliation with the debris contractor; managing the data team in the field; providing FEMA compliance management, including QA/ QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members.

Data Manager (February 2013–April 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Ms. Atkinson served as data manager following Hurricane Sandy, where she was responsible for the management and data creation of vessel removal tracking in New Jersey waterways, photo management of vessel removals, data management and tabulation, monitoring document compliance, monitoring the removal of vessels in accordance with legal requirements established, and database support for staff.

Data Manager (August 2012–February 2014)**St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Management Program**

Ms. Atkinson served as data manager, where she provided invoice reconciliation, data export creation, data center management, document compliance monitoring, management of hazardous tree and hanger photo documentation, and database support for staff. Ms. Atkinson also monitored data to ensure FEMA compliance in the field and the managed us of our ADMS.

Data Manager (January 2013–March 2013)**Borough of Sayreville and the Township of Ocean, New Jersey | Hurricane Sandy Disaster Debris Management Program**

As data manager, Ms. Atkinson was responsible for managing hazardous tree and hanger photo documentation, invoice reconciliation, data export creation, data management and tabulation, monitoring document compliance, and database support for staff. She was also responsible for reimbursement support and training on our ADMS.

Data Manager (November 2012–January 2013)

State of Connecticut; Cities of Greenwich, Milford, New London, Woodbridge, Connecticut; and the Towns of Bethany, Fairfield, Weston, Connecticut | Hurricane Sandy Disaster Debris Management Program

Ms. Atkinson provided invoice reconciliation, data export creation, data management and tabulation, document compliance monitoring, and database support for staff.

Data Manager (December 2012)

Jersey City Housing Authority, New Jersey | Hurricane Sandy Disaster Debris Management Program

Ms. Atkinson managed invoice reconciliation, data export creation, data management and tabulation, monitoring document compliance, database support for staff, and reimbursement support.

Data Manager (September–November 2012)

Jefferson Parish and the City of New Orleans, Louisiana | Hurricane Isaac Disaster Debris Management Program

Ms. Atkinson served as data manager following Hurricane Isaac, where she was responsible for call center management, data center management, document compliance monitoring, management of hazardous tree and hanger photo documentation, database support for staff, and data monitoring to ensure FEMA compliance in field.

Project Manager (July 2012–September 2012)

Lake County, Florida | FEMA-Compliant Disaster Debris Management Plan

In August 2012, she assisted Lake County, Florida, with the development of a FEMA-compliant disaster debris management plan. In addition, she assisted the County in developing a scope of services for their request for proposal for debris contracting, where a large focus was on helping complete the debris hauling request for proposal and guiding the County through the bid process.

Data Manager (July 2012–August 2012)

Clay County, Florida | Tropical Storm Debby Disaster Debris Management Program

Ms. Atkinson was responsible for data entry, tabulation, data management of compliance documentation, and the organization of collection and disposal data.

Operations Manager and Data Manager (October 2006–January 2007)

City of North Tonawanda and Tonawanda, NY | New York Severe Winter Storm Debris Management Program

Ms. Atkinson served as operations manager and data manager following the New York Severe Winter Storm, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; management of hazardous tree and hanger photo documentation; and validation of FEMA compliance in the field.

Operations Manager and Data Manager (February 2006–August 2006)

Collier County, Florida | Hurricane Wilma Disaster Waterways Debris Removal Program Management

Ms. Atkinson served as operations manager and data manager for Collier County, Florida, following Hurricane Wilma, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; and ensuring waterway debris removal was compliant with Natural Resources Conservation Service contract specifications. Ms. Atkinson also developed standard operating procedures specific to the waterway debris removal project.

Operations Manager (October 2005–February 2006)

City of Naples and Naples Airport Authority, Florida | Hurricane Wilma Disaster Debris Management Program

Ms. Atkinson served as operations manager following Hurricane Wilma, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; management of hazardous tree and hanger photo documentation; and ensuring FEMA compliance in the field.

EXPERIENCE SUMMARY

Mr. Kunish is a Certified Emergency Manager with 19 years of experience and has worked on 47 disasters throughout his career. Currently he provides multiple communities with support to utilize U.S. Government grants to respond, recover and mitigate to natural and manmade disasters across the country. These programs include the management of applications and awarded funding to elevate and buy out residences, build back damaged infrastructure to be more disaster resilient, and work for reimbursement of local governments for response and recovery efforts. In addition to his disaster grant management and response work, Mr. Kunish has been a project manager on numerous disaster debris removal and debris removal monitoring projects and supports communities as they evaluate flooded properties to make substantial damage estimations under the National Flood Insurance Program. He began his career with the State of Florida Division of Emergency Management and worked there for thirteen years serving as the State's Planning Section Chief, Incident Management Team Commander, and Hazardous Material Auditor. Over the past nineteen years Mr. Kunish has responded to disasters from the private and public sector emergency management perspective including hurricanes, floods, ice storms, fires, emergency repatriations, tornadoes, public health epidemics, hazardous material releases and earthquakes.

RELEVANT EXPERIENCE

Project Manager (October 2015–Ongoing)

Richland County, South Carolina | Post Flood Disaster Flood Assistance

Following the flood disaster that impacted Richland County in October 2015, Mr. Kunish supported the management of the county's claims development and administration. Mr. Kunish is currently providing programmatic and implementation support for the FEMA Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Project Manager (June 2016–December 2016)

Principle-In-Charge (August 2017 – Ongoing)

Fort Bend County, Texas | Substantial Damage Estimation and HMGP Application

In 2016, Fort Bend County experienced flooding of over 1,500 homes as a result of an historic rain event. Mr. Kunish supported the County's efforts to identify, inspect and issue notices for Substantial Damage Estimation (SDE) determination as required to maintain compliance with the National Flood Insurance Program. He also assisted with the County's application process to elevate or buyout 76 properties that were damaged during the flooding event. In 2017, Hurricane Harvey causes another historic flood where many homes that flooded in 2016 were also damaged where Mr. Kunish once again provided support to the County's SDE efforts.

Project Manager (April 2016–June 2016)

Project Manager (August 2017-Ongoing)

EDUCATION

University of Florida
Bachelor of Arts, Sociology,
Minor in Education

AREA OF EXPERTISE

- Project Management
- Disaster Response
- Disaster Recovery
- Hazard Mitigation
- Emergency Operations
- Hazardous Material Planning
- Duplication of Benefits Recovery

TRAINING/CERTIFICATIONS

- Certified Emergency Manager
- FEMA Professional Development Series
- OSHA 40 Hour Construction Safety
- O-400 Incident Commander
- ICS-100 through ICS-400 Incident Command System
- G-202 Debris Management
- G-137 Exercise Program Manager
- Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Evaluation
- Construction Quality Management (CQM)

YEARS OF EXPERIENCE

19 years

Harris County, Texas | Disaster Debris Removal

Following a record breaking rain event in 2016, Harris County experienced significant residential flooding in which over a 1,000 flooded homes generated over 40,000 cubic yards of debris. The following year the County experience a historical flood caused by Hurricane Harvey where over 30,000 homes were flooded and over 1,500,000 cubic yards of debris removed by the County's contractors, mutual aid and force account forces. In both events Mr. Kunish and his team (50 personnel in 2016 and over 300 personnel in 2017) assisted Harris County to monitor and manage the removal of disaster debris. The County's efforts included the removal of construction and demolition debris, vegetative debris, e-waste, household hazardous waste and white goods. Mr. Kunish also ensured that all activities were done in compliance with Federal and State regulations and documented removal from debris from cradle to grave for invoicing and auditing efforts.

Project/Readiness Manager (October 2016 – January 2017)**Flagler County, Florida | Hurricane Mathew Debris Removal**

Mr. Kunish rapidly deployed over 50 personnel to consisting of fulltime Tetra Tech staff, subcontractors and local hires to monitor the County's debris removal operations. Mr. Kunish provided extensive debris planning and programmatic support as the County initiated their operations. Coordination with FEMA and the State environmental agency on debris disposal sites became a significant part of the operational planning Mr. Kunish provided.

Project Manager (December 2013–Ongoing)**Galveston County, Texas | HMGP and SRL Assistance**

Mr. Kunish assisted Galveston County with its HMGP and Severe Repetitive Loss (SRL) programs following Hurricanes Ike and Gustav, which devastated the county with storm surge. Mr. Kunish served as the project manager in the implementation of the SRL Program, where 121 houses were elevated to mitigate their risk to future flooding. Mr. Kunish also managed the closeout of 150 properties that were bought with funding under the HMGP.

Project Control Specialist (October 2013–August 2016)**Boulder County, CO | Public Assistance Consulting**

Following the flood disaster that impacted Boulder County in September 2013, our team was selected to manage the county's claims development and administration of \$100 Million. Mr. Kunish is currently providing programmatic and application support for the FEMA Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Senior PA Specialist (September 2014 – September 2015)**Napa County, California | South Napa Earthquake (FEMA-4193-DR-CA)**

As the deputy director of post disaster programs, Mr. Kunish directly supports project operations on the Napa County public assistance (PA) project. Of particular importance is his implementation of Tetra Tech's RecoveryTrac™ system, which provides real-time information regarding project worksheet (PW) formulation, development, and obligation, and serves as the data backbone of Tetra Tech's PA projects.

Project Manager (December 2013–September 2014)**Terrebonne Parrish, LA | Hurricane Katrina CDBG Buyout and Demolition**

The Parrish utilized CDBG-DR funding to buyout and demolish 30 homes in order to redeveloped neighborhoods and eliminate blight that they were experiencing, Mr. Kunish was involved in ensuring compliance CDGB regulations, supporting participant outreach and monitored reporting requirements.

Project Manager (August–September 2012)**Livingston Parish, Louisiana | Hurricane Isaac Debris Removal**

Mr. Kunish served as project manager, where he oversaw and managed the debris collection, segregation, and final disposal to include management of burn pits and coordination with recycling and landfill disposal options.

Project Manager (August–September 2011)**City of Minot, North Dakota | Souris River Flooding - Emergency Levee Removal**

The Souris River flooding displaced over 2,100 households in the City of Minot, North Dakota. To combat the flood waters, emergency levees were placed in strategic locations throughout Ward County. Mr. Kunish oversaw this project, which consisted of removing the emergency levees and returning the material used to borrow locations for future use. This was completed with over 150 trucks and multiple loading and cleanup crews.

Project Manager (April–July 2011)**Lamar and Limestone Counties, Alabama | Tornadoes Private Property Debris Removal Program Management**

The devastation of the 2011 Alabama tornadoes required the activation of the private property debris removal program in Lamar and Limestone Counties. Mr. Kunish served as project manager, where he managed and oversaw the verification of the amount and type of debris to be removed from private property, assigned and managed debris removal crews, and managed final disposal of debris.

Deputy Bureau Chief and various other positions (February 1998 – February 2011)**State of Florida – Division of Emergency Management | Day to Day Emergency Management Operations**

Over the span of 13 year, Mr. Kunish's career with the Division covered many emergency management practice areas. Prominent experience during his State of Florida tenure included; administration of the Florida Hazardous Materials Program, administration of the State's Mitigation Bureau that encompassed the hazard mitigation planning program, the State's Hazard Mitigation Plan, the Hazard Mitigation Grant Program and the Hazard Mitigation Assistance (formerly RL, SRL and PDM) Program. Mr. Kunish also worked with the State's growth management programs (including CDBG) to represent the emergency management perspective. This interaction help support Mr. Kunish's involvement in the production of Florida's Regional Evacuation Studies.

Plans Section Chief (April–August 2010)**State of Florida – State Emergency Response Team | Deepwater Horizon Oil Spill**

The State Emergency Response Team was activated for a record of 120 days in response to the Deepwater Horizon Oil Spill. Mr. Kunish was instrumental in ensuring Florida maintained a current common operating picture, planned for future operations, and instituted the battle rhythm of the State Emergency Operations Center. At the height of the response, Florida's reconnaissance mission utilized 2 fixed wing aircraft, 5 helicopters, 35 ground teams, and 30 water teams to identify the impacts of the spill.

Plans Section Chief (May–December 2009)**State of Florida – State Emergency Response Team | H1N1 Pandemic**

The H1N1 pandemic presented the emergency management community with significant challenges and required contingency planning to prepare for the effects of a pandemic flu event. The Plans Section provided multiple platforms for sharing information with the public and the emergency management community. As one of the platforms, Mr. Kunish coordinated a weekly conference call and webinar that included hundreds of local emergency managers, health officials, and the State Surgeon General to facilitate information sharing across all levels of government.

Incident Management Team Commander (April–August 2008)**State of Florida – State Emergency Response Team | Tropical Storm Fay**

The Incident Management Team was responsible for all emergency management-specific field operations for Tropical Storm Fay that resulted in over \$100,000,000 in PA funding. This included organizing, scheduling, conducting, and reporting results to the SERT from all preliminary damage assessments; managing and coordinating all State Emergency Response County Liaisons; managing all Florida Division of Emergency Management Regional Coordinators; and providing public information services.

Incident Management Team Commander (February 2007)

State of Florida – State Emergency Response Team | Lake County, FL Groundhog Day Tornadoes

The 2007 Groundhog Day Tornadoes killed 21 people and damaged over 1,100 homes. Mr. Kunish commanded Florida's Incident Management Team that was responsible coordinating the initial state-level response, implementation of recovery programs, and the coordination between Lake County and the State Emergency Operations Center.

EXPERIENCE SUMMARY

Mr. Kim Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris project management support under the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Project. He has worked for numerous communities, from Connecticut to the southern tip of Texas to California, providing disaster recovery operations support. Mr. Bowyer is also experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris management site locations, public information, call center operations, private property right-of-entry administration, waterway cleanup, and residential/commercial demolition.

FEATURED RELEVANT EXPERIENCE

Regional Lead (September 2017 – Ongoing)

Florida Keys | Hurricane Irma

Mr. Bowyer was tasked with the management and oversight of Monroe County Florida, Islamorada Florida, Marathon Florida and Key West Florida.

Regional Lead (August 2017 – Ongoing)

Various Clients in Texas | Hurricane Harvey

Following Hurricane Harvey and the record rainfall in Texas, Mr. Bowyer headed up debris removal operations in the City of Victoria and Victoria County. He was also tasked with the oversight of several other projects in the Houston area.

Project Manager

Calaveras County | Butte Fire

Following catastrophic fires that impacted Calaveras County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Bowyer was tasked with project management of 12,000 ROW and private property trees that were located on 86 miles of County ROW and 500 private properties.

Project Manager (November 2015–August 2017)

Lake County, California | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Bowyer was tasked with project

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- Disaster Debris Management
- Field Monitoring
- Project Staffing
- Truck Certification
- Multiagency Coordination
- FEMA Reimbursement

DISASTERS

- 4240 Valley & Butte Fire
- 4245 Severe Storms Texas
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1676 MO Winter Storms
- 1606 Hurricane Rita
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- NIMS Certified
- 40- Hour HAZWOPER
- Supervisor Certification – HAZWOPER
- IS-235.b Emergency Planning

EDUCATION

Thomas Edison State College
Bachelor of Science, Marketing, 2005

Crowder College
Associate of Arts, General

management of 20,000 ROW and private property trees that were located on 130 miles of County ROW and 2500 private properties.

Project Manager (May 2015–September 2015)

Hays County, Texas | Flood Debris Removal Project Management

Mr. Bowyer served as project manager for Hays County's debris removal project on County public ROW following the May 2015 flooding along the Blanco River. To date, our team has removed close to 45,000 yards of debris. Mr. Bowyer is also assisting in managing the identification of eligible debris for reimbursement and administering the project management for the County's private property debris removal project.

Project Manager (March 2014–April 2015)

Boulder County, Colorado | Flood Debris Removal Project Management

Mr. Bowyer served as project manager for Boulder County's private property debris removal project and public ROW debris removal following the September 2013 flooding. Our team removed close to 10,000 tons of debris. Mr. Bowyer assisted in managing the identification of eligible debris for reimbursement and administering the project management for the County's demolition project.

Regional Project Manager (February 2014–March 2014)

City of Augusta, Georgia; City of Sumter, South Carolina; Counties of Colleton, Dorchester, Sumter County, South Carolina | Winter Storm Pax Debris Removal Project Management

Mr. Bowyer was a critical component of our response to Winter Storm Pax in South Carolina and Georgia. Mr. Bowyer was tasked with leading our team of recruiters to staff projects that spanned nearly 4,000 square miles of South Carolina and Georgia. Mr. Bowyer's team identified, hired, and trained over 150 monitors within the first few days of operations. Mr. Bowyer also oversaw debris site openings, project initiation, and data management.

Regional Operations Manager (February 2013–January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Project Management

Following Hurricane Sandy, Mr. Bowyer served as regional operations manager for the New Jersey Department of Environmental Protection, which included the removal of debris, vessels, and silt along two-thirds of New Jersey's coastline.

Deputy Project Manager (October 2012–December 2012)

State of Connecticut | Hurricane Sandy Disaster Debris Project Management

Following Hurricane Sandy, Mr. Bowyer managed the debris removal project for the State of Connecticut Department of Transportation, Connecticut Department of Energy and Environmental Protection, and eight separate municipalities. Mr. Bowyer trained monitors for duties as tower monitors and ROW vegetative and construction and demolition debris collection monitors, organized the staffing of monitor positions, and tracked the progress of the debris collection.

Project Manager (August 2012–November 2012)

Jefferson Parish, Louisiana | Hurricane Isaac Disaster Debris Project Management

Following Hurricane Isaac, Mr. Bowyer served as the project manager for Jefferson Parish. He managed the debris removal, leaners and hangers, and parks projects. He met with city officials regularly to report progress and plan operations. He worked with city officials, contractor management, and disposal site operators to plan disposal site operations, traffic flow through the site, and debris staging strategies.

Deputy Project Manager (October 2011–April 2012)**Connecticut Department of Transportation | Winter Storm Alfred Disaster Management Support Services**

Following Winter Storm Alfred, Mr. Bowyer managed debris and hazardous tree removal operations involving 160 monitors and field staff. His territory totaled 1,800 miles of state routes and several interstate highways. Mr. Bowyer also maintained separate records for FEMA and Federal Highway Administration-Emergency Relief (FHWA-ER) routes to facilitate reimbursement for the State of Connecticut.

Project Manager (August–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Project Management**

Following Hurricane Irene, Mr. Bowyer oversaw the removal of debris and hazardous trees from County-maintained roads. He also expanded the debris management project to include the removal of hazardous trees and branches from County parks.

Operations Manager (July 2008–November 2008)**Hidalgo County, Texas | Hurricane Dolly Disaster Debris Project Management**

Mr. Bowyer served as operations manager following Hurricane Dolly for Hidalgo County, where he managed the debris removal and time and materials operations. Mr. Bowyer properly allocated personnel to match the demands of the contractor, while maintaining the proper staffing levels. He was responsible for truck certifications and properly staffing personnel at all debris management site towers. Mr. Bowyer also served as project manager for the City of Alamo, Texas, which is located in Hidalgo County.

Project Manager (December 2010–November 2011)**Terrebonne Parish, Louisiana | Hurricane Ike Residential Demolition Project**

Following Hurricane Ike, Mr. Bowyer was responsible for managing and identifying submitted storm-damaged structures to FEMA for reimbursement. Mr. Bowyer walked all properties through the condemnation process that led to the ultimate demolition of 360 properties.

Operations Manager (May 2010–June 2010)**City of Norman, Oklahoma | Tornado Disaster Debris Project Management**

Following the tornadoes in 2010, Mr. Bowyer served as the operations manager and provided oversight on debris removal, leaners and hangers, and tower and truck certification. He also monitored hazardous waste removal and ROW debris removal from parks in the City of Norman.

Operations Manager (March–May 2010)**Comanche Nation, Oklahoma | Winter Storm Disaster Debris Project Management**

Mr. Bowyer trained Comanche Nation tribal members on debris removal, leaners and hangers, and tower and truck certification. Mr. Bowyer assisted with identifying and assessing the properties owned by the Comanche Nation.

Operations Manager (November–December 2009)**Arkansas Game and Fish Commission | Ice Storm Disaster Debris Project Management**

Following the ice storms in 2009, Mr. Bowyer was responsible for training monitors and certifying over 40 crew members for a fast-paced urgent hazardous tree removal in two wildlife management areas. He also assisted in FEMA validations for proper reimbursement.

Project Manager (September 2008–August 2009)**Iberville Parish, Louisiana | Hurricane Gustav Disaster Debris Project Management**

Following Hurricane Gustav, Mr. Bowyer managed ROW debris removal and the removal of hazardous branches and leaning trees on Parish ROWs. He also managed the Parish-wide private property debris removal project and the removal of storm-generated debris from several Parish waterways and bayous.

Project Manager (July 2009)**City of Lynn, Arkansas | Shirey Bay Wildlife Management**

Mr. Bowyer served as the project manager for the leaner and hanger removal from ROW and boat lanes after the severe ice storm of 2009. He was responsible for the quick onboarding and training of monitors to ensure staffing levels matched the contractor levels.

Operations Manager (December 2007–May 2008)**City of Norman, Oklahoma | Winter Storm Disaster Debris Project Management**

Following severe winter storms in 2007, Mr. Bowyer supervised and provided quality assurance for monitors involved in ROW debris removal and the removal of hazardous branches and leaning trees. He also scheduled and reported on the progress made in 15 city parks within the City of Norman.

Operations Manager (January–July 2007)**Greene County, Missouri | Winter Storm Disaster Debris Project Management**

Following severe ice storms in the Midwest in 2007, Mr. Bowyer supervised and provided quality assurance checks for up to 60 monitors doing debris and tree removal.

EMPLOYMENT HISTORY

- **Tetra Tech, Inc.**, Senior Project Manager (January 2009 - Current)
- **R.W. Beck Engineering and Consulting**, Project Manager (January 2007–January 2009)
- **Kolpin Outdoors**, Assistant Plant Manager (August 1999–October 2005)
- **Joe Paulk Company**, Sales Manager (July 1998–August 1999)
- **Capital Enterprise**, Director of Marketing (November 1988–June 1998)

ADDITIONAL TRAINING/CERTIFICATIONS

- IS-00001.a Emergency Manager: An Orientation to the Position
- IS-00003 Radiological Emergency Management
- IS-00005.a An Introduction to Hazardous Materials
- IS-00029 Public Information Officer Awareness
- IS-00035.13 FEMA Safety Orientation 2013
- IS-00037.15 Managerial Safety and Health
- IS-00056 Hazardous Materials Contingency Planning
- IS-00100.b Introduction to Incident Command System ICS 100
- IS-00101.c Preparing for Federal Disaster Operations: FEMA
- IS-00111.a Livestock in Disasters
- IS-00120.a An Introduction to Exercises
- IS-00200.b ICS for Single Resources
- IS-00212.a Intro to Unified Hazard Mitigation Assistance
- IS-00230.d Fundamentals of Emergency Management
- IS-00235.b Emergency Planning
- IS-00240.b Leadership and Influence
- IS-00241.b Decision Making and Problem Solving
- IS-00242.b Effective Communication
- IS-00244.b Developing and Managing Volunteers

- IS-00253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities
- IS-00279 Retrofitting Flood Prone Residential Structures
- IS-00280 Overview of: Eng Prin and Prac for Retrofitting Flood-Prone Res Struc, FEMA Pub 259, 3rd Ed
- IS-00284 Using the Substantial Damage Estimator 2.0 Tool
- IS-00315 CERT Supplemental Training: The Incident Command System
- IS-00318 Mitigation Planning for Local and Tribal Communities
- IS-00319 Tornado Mitigation Basics for Mitigation Staff
- IS-00320 Wildfire Mitigation Basics for Mitigation Staff
- IS-00321 Hurricane Mitigation Basics for Mitigation Staff
- IS-00322 Flood Mitigation Basics for Mitigation Staff
- IS-00340 Hazardous Materials Prevention
- IS-00393.a Introduction to Hazard Mitigation
- IS-00403 Introduction to Individual Assistance (IA) (DF-10
- IS-00546.a Continuity of Operations (COOP) Awareness Course
- IS-00547.a Introduction to Continuity of Operations
- IS-00548 Continuity of Operations (COOP) Manager
- IS-00554 Emergency Planning for Public Works
- IS-00559 Local Damage Assessment
- IS-00632.a Introduction to Debris Operations
- IS-00634 Introduction to FEMA's Public Assistance Project
- IS-00700.a National Incident Management System (NIMS) An Introduction
- IS-00772 IA PDA Orientation Individual Assistance Pre Damage Assessment
- IS-00800.b National Response Framework, An Introduction
- IS-00909 Community Preparedness Implementing Simple Activities for Everyone
- Professional Development Certificate

EXPERIENCE SUMMARY

Mr. Chen is an experienced quality control and data manager for Tetra Tech, Inc. His areas of expertise include geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He also has an in-depth understanding of federal emergency management agency (FEMA) eligibility, documentation requirements, and our automated debris management system (ADMS).

FEATURED RELEVANT EXPERIENCE

Data Manager (October 2016–Current)

Beaufort County, South Carolina | Hurricane Matthew Debris Removal Program

Mr. Chen serves as data manager for Beaufort County, South Carolina as a result of Hurricane Matthew's devastating impact on the County. Mr. Chen supports the implementation of ADMS technology and provides technical support to the field team. He manages and provides dynamic real-time online mapping service with ArcGIS Online that is connected with the ADMS database. Mr. Chen supports QA/QC checks of right-of-way load collection and all hazardous tree and hanger removal. He manages the accuracy and organization for all project documents.

Data Manager (January 2016–September 2016)

Calaveras County, California | Catastrophic Fires

The catastrophic fires that impacted Calaveras County left severe destruction and damage. Sukut Construction was one of the contractors selected by Calrecycle to remove fire related debris and hazards from private property in the fire impacted areas of Calaveras County. Tetra Tech was contracted by Sukut Construction to provide data management and administrative functions to support debris removal efforts. Tetra Tech digitized source documentation and developed a custom Access database to provide reporting on the status of properties and debris removal operations. Mr. Chen was deployed as data manager, where he oversaw the custom Access database used for the program.

Data Manager (November 2015–January 2016)

Lake County, California | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that threatened to fall along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Chen was deployed as a data manager, where he supported documentation management, reporting, and tree surveying efforts.

YEARS OF EXPERIENCE

4 Years

AREA OF EXPERTISE

- QC GPS Data Collection/Disposal Monitoring
- Managing ROE Status Layers
- ROW/Parks Program Live Layers on ArcGIS Online Systems

DISASTERS

- 4286 Hurricane Matthew
- 4240 Valley & Butte Fire
- 4166 SC Winter Storm
- 4145 CO Severe Storms and Flooding
- 4086 Hurricane Sandy

EDUCATION

University of Pennsylvania
State University
Bachelor of Science,
Geography
Minor in GIS

Data Manager (May 2015–August 2015)**Hays County, Texas | Severe Flooding Disaster Debris Program Management**

Mr. Chen served as data manager for Hays County, Texas following the severe flooding that affected the County. Mr. Chen deployed ADMS technology and provided technical support. He provided FEMA compliance management, including QA/QC of ROW load collection and management of the documentation for hazardous tree and hanger removal. Mr. Chen provided dynamic real-time online mapping service through ESRI.

Data Manager (March 2014–August 2014)**Boulder County, Colorado | Severe Flooding Disaster Debris Program Management**

Mr. Chen served as data manager for Boulder County, Colorado following the severe flooding that affected the state in September 2013. Mr. Chen supported the implementation of our ADMS technology through all phases of operations and was responsible for troubleshooting with our field team. Mr. Chen's responsibilities also included completing custom reports for Boulder County, providing FEMA compliance management including quality assurance (QA)/quality control (QC) of ROW load collection, and managing the accuracy and organization for all project documents. Through GIS mapping services, Mr. Chen provided requested maps of project progression, which required customization for the County. Finally, Mr. Chen also provided financial recovery support in assisting with complete of FEMA-PA Project Worksheets.

Data Manager (February 2014–March 2014)**Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management**

Mr. Chen served as the data manager for the County of Dorchester, South Carolina following Winter Storm Pax. He was responsible for deploying and supporting field use of ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Mr. Chen also aided in FEMA compliance management, including QA/QC of ROW load collection, and managing the documentation for all hazardous tree and hanger removal resulting in the development of several resourceful maps for the County and project team members.

Data Manager (April 2013–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Chen was essential to the New Jersey Department of Environmental Protection (NJDEP) waterways debris removal program as a data manager. Mr. Chen implemented our ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Due to Mr. Chen's understanding of the project requirements, he also supported QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements.

EXPERIENCE SUMMARY

Mr. Burns has over 15 years of experience in the environmental field. While working for the Pennsylvania Department of Environmental Protection (PADEP), Mr. Burns served on the Palmerton Zinc Superfund Site Trustee Group (Natural Resource Damage Assessment Case) and the Aquatic Subcommittee Group. Mr. Burns was responsible for acting as the designated trustee from the PA DEP. While serving in this role, Mr. Burns was responsible for assisting with numerous assessments and document review. Mr. Burns assisted with the creation of the Pennsylvania Index of Biological Integrity to be used throughout the state of Pa. While with Tetra Tech, assisted with the Enbridge Line 6b release NRDA work. During this role, Mr. Burns assisted with the creation of numerous assessments, reviewed data from these assessments, participated in NRDA meetings, and developed the SCAT reconciliation process for the Enbridge release. Mr. Burns has also overseen and participated in numerous tank removals and cleanups.

Mr. Burns has responded to over 400 oil spills, conducting responses to oil spills, complaints, fish kills, and a multitude of site assessments. His experience includes responses to small releases from above ground home heating oil tanks to larger releases from underground storage tanks and pipelines that have affected surface water, groundwater, and soil. Mr. Burns' responsibilities during these activities have included management of personnel and equipment as well as support during a wide variety of emergency responses such as the Kalamazoo Enbridge Line 6B Pipeline Release, Allied Terminal Ammonium Nitrate Release, Buckeye Pipeline Release, Ivy Industrial Park Case, Church Road TCE Case, and Ashland Uni-Mart Vapor release.

Mr. Burns is currently the Emergency Response Coordinator and Deputy Program Manager for the US EPA Region 5 START Contract. He is trained in the operation and maintenance of field equipment for use in emergency response operations. Specific equipment used includes radiation detection meters, multi-media sampling equipment, and air monitoring equipment such as FIDs, PIDs, Drager colorimetric tubes and pumps, HAPSITE Portable GCMS and Headspace Sampler, and Summa Canisters. Mr. Burns is also experienced in the collection of asbestos samples and is versed in the 2009 asbestos framework for collection of asbestos samples, he currently manages 5 asbestos sites for Tetra Tech.

RELEVANT EXPERIENCE

Northern California (NONRCAL) Wildfire Response (November 2017-Present)

Environmental lead responsible for environmental portion of work associated with the cleanup of over 3000 homes. Responsible for hazard assessments on each parcel, background soil sampling and confirmation soil sampling, air

YEARS OF EXPERIENCE

15 years

AREA OF EXPERTISE

- Fire Assessment
- Emergency Response
- Asbestos
- Technical Report Preparation and Review
- Project Management
- Scientific Research
- Fisheries/Ichthyology

TRAINING/CERTIFICATIONS

- ICS Level 100, 200, 300, 400, 301 and NIMS 700 and 800
- 40-Hour OSHA 29 CFR 1910.120 HAZWOPER
- OSHA 8-Hour Refresher Training
- EPA Chemistry for Environmental Professionals
- EPA Air Monitoring for Hazardous Materials 165.4, 2007 and 2005 EPA RCRA Compliance and Enforcement Workshop
- EPA Sampling for Hazardous Materials 165.9
- EPA Introduction to Groundwater Investigations 165.7

EDUCATION

Penn State University,
Bachelor of Science in
Fisheries and Wildlife Science

sampling and monitoring, and OSHA personal air sampling. Mr. Burns is also responsible for overall coordination, staffing, and logistics for this four county response, overseeing over 75 staff in the field collecting data.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017-Present) California Fire Response

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During these responses Tetra Tech was responsible for assessing (hazard assessment) over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Clayton Valley Fire California Fire Response (October 2016-January 2017)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing (hazard assessment) over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

Lake Isabella California Fire Response (August 2016-November 2016)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing (hazard assessment) over 300 parcels of burned area in Southern California. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

Harbin California Fire Response (October 2015)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing over 250 parcels of burned area in Northern California. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

NPL-4 Radiation Site (Ottawa IL) (November 2014-present)

Field Team Lead responsible for overall work completed on site. Task included subcontractor oversight, project staff supervision, and overall completeness of a 35,000 tons of contaminated soil. Soil was contaminated with Radium-226 from fill operations. Task included segregation and excavation of contaminated material above the remedial action goal that was site specific. Mr. Burns was responsible for initial assessment of the site where trenches were employed to delineate the extent of contamination. Remediation of the site consisted of removal of impacted soil, segregation, water treatment, air sampling and monitoring, soil sampling and monitoring, and restoration operations.

Green Ribbon Trails (2010)

Project Manager, responsible for the work plan, multiple sampling and analysis plans, trip reports, and case study reports for the site. The site is a former asbestos facility. Sampling included activity-based sampling, bulk, soil, and ambient air sampling.

Former Keasby and Mattison Asbestos Facility (2010)

Project Manager, responsible for the work plan, multiple sampling and analysis plans and trip reports for the site. The site is a former asbestos facility. Sampling included activity-based sampling, bulk, soil, and ambient air sampling.

Liberty Radiation Exercise (2010)

Tier 3 United States EPA exercise in which a cesium explosive device was detonated in downtown Philadelphia. This multi-agency / multi-contractor exercise was a 5 day drill that incorporated all aspects of incident command and radiological forecasting devices. Specific duties included act as a member of the unified command overseeing all aspects of the exercise as in play.

Flood Response June 2006

Assisted in the response to a major flood that occurred over the northeast region of Pennsylvania. Assisted in basement release investigations, oversaw the removal of contaminated flood water from basements and underground tanks, home heating oil tank removals, and inspected over 40 underground and aboveground storage tank facilities for possible release / compliance issues due to flood conditions.

EXPERIENCE KNOWLEDGE AND EXPERTISE IN DEBRIS MANAGEMENT

The established working relationship shared by the City of Friendswood (City) and Tetra Tech provides our team with an in-depth understanding of the services the City will require following a disaster event. ***Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal.*** Our dedicated team is available to the City 365 days per year.

RECENT DEBRIS MONITORING EXPERIENCE

Exhibit B-1 is an abbreviated experience matrix for projects conducted since 2013. *Profiles and references from specific projects are featured in Tab E: References of this proposal. Tetra Tech can provide additional projects and information upon request.*

Exhibit B-1: Experience Matrix (2013–2018)

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
HURRICANE IRMA – 2017 ¹															
Total Cubic Yards of Debris – 18,773,000 (Estimated) Total Clients – 67 Representative clients listed below.															
Miami-Dade County, FL	2017	3,553,326	■	■	■	■	■					■	■	■	■
Polk County, FL	2017	2,226,976	■	■	■	■	■					■	■	■	■
Collier County, FL	2017	3,112,104	■	■	■	■	■					■	■	■	■
City of Miami, FL	2017	540,053	■	■	■	■	■					■	■	■	■
Seminole County, FL	2017	821,470	■	■	■	■	■					■	■	■	■
HURRICANE HARVEY – 2017 ¹ (Ongoing)															
Total Cubic Yards of Debris – 13,000,000 (Estimated) Total Clients – 38 Representative clients listed below.															
Harris County, TX	2017	1,129,653 ¹	■	■	■	■	■					■	■	■	■
City of Houston, TX	2017	1,144,031 ¹	■	■	■	■	■					■	■	■	■
Fort Bend County, TX	2017	453,985 ¹	■	■	■	■	■					■	■	■	■
City of Corpus Christi, TX	2017	536,181 ¹	■	■	■	■	■					■	■	■	■
City of Victoria, TX	2017	31,373 ¹	■	■	■	■	■					■	■	■	■
TEXAS TORNADOES – 2017															

¹ Ongoing debris collection operations

Tab B: Experience

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
Total Cubic Yards of Debris – 93,000 Total Clients – 1															
Texas Department of Transportation	2017	93,000	■	■	■		■					■	■	■	■
GEORGIA TORNADOES – 2017															
Total Cubic Yards of Debris – 920,000 Total Clients – 2															
Albany County, GA	2017	380,000	■	■	■							■	■	■	■
Dougherty County, GA	2017	540,000	■	■	■		■			■		■	■	■	■
HURRICANE MATTHEW – 2016²															
Total Cubic Yards of Debris – 8,739,550 (Estimated) Total Clients – 34 Representative clients listed below.															
Brevard County, FL	2016	820,779	■	■	■							■	■	■	■
City of Deltona, FL	2016	116,935	■	■	■		■					■	■	■	■
Flagler County, FL	2016	129,687	■	■	■		■					■	■	■	■
City of Holly Hill, FL	2016	137,094	■	■	■		■					■	■	■	■
Liberty County, GA	2016	182,468	■	■	■		■					■	■	■	■
City of New Smyrna Beach, FL	2016	203,981	■	■	■		■					■	■	■	■
City of Port Orange, FL	2016	428,244	■	■	■		■					■	■	■	■
St. Johns County, FL	2016	712,705	■	■	■							■	■	■	■
City of South Daytona, FL	2016	93,120	■	■	■		■					■	■	■	■
Volusia County, FL	2016	1,058,962	■	■	■		■					■	■	■	■
Beaufort County, SC	2016	1,609,243	■	■	■		■				■	■	■	■	■
Hilton Head Island, SC	2016	2,187,080	■	■	■		■					■	■	■	■
Horry County, SC	2016	187,395	■	■	■		■					■	■	■	■
City of Myrtle Beach, SC	2016	128,174	■	■	■		■					■	■	■	■
SEVERE STORMS AND FLOODING – 2016²															
Total Cubic Yards of Debris – 436,264 Total Clients – 2															
Ascension Parish, LA	2016	390,000	■	■	■							■	■	■	■
Iberville Parish, LA	2016	46,264	■	■	■							■	■	■	■

² Ongoing debris collection operations

Tab B: Experience

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
WILDFIRES – 2016²															
Total Cubic Yards of Debris – 2,875 Total Clients – 2															
Kern County, CA	2016	T&M ²	■	■	■	■	■	■		■		■	■	■	■
Monterey County, CA	2016	T&M ³	■					■				■	■	■	■
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 313,800 Total Clients – 6															
Brazoria County, TX	2016	19,000	■	■	■							■	■	■	■
City of Houston, TX	2016	193,951	■	■	■							■	■	■	■
Harris County, TX	2016	39,940	■	■	■							■	■	■	■
Montgomery County, TX	2016	53,208	■	■	■							■	■	■	■
Waller County, TX	2016	1,294	■	■	■							■	■	■	■
General Land Office, TX	2016	6,395	■	■	■							■	■	■	■
WILDFIRES – 2015¹															
Total Cubic Yards of Debris – 38,000 Total Clients – 2															
Lake County, CA	2015	38,000	■	■	■		■	■		■		■	■	■	■
Calaveras County, CA	2015	T&M ²	■	■	■		■	■		■		■	■	■	■
SEVERE STORMS – 2015¹															
Total Cubic Yards of Debris – 199,578 Total Clients – 3															
Friendswood, TX	2015	8,800	■	■	■							■	■	■	■
Hays County, TX	2015	132,100	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	58,678	■	■	■		■	■				■	■	■	■
FLOODING – 2015¹															
Total Cubic Yards of Debris – 293,750 Total Clients – 10 Representative clients listed below.															
City of Houston, TX	2015	240,725	■	■	■							■	■	■	■
Hays County, TX	2015	10,900	■	■	■		■	■				■	■	■	■
Town of Wimberley, TX	2015	18,922	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	1,320	■	■	■		■	■				■	■	■	■

³ Time and materials contract documentation

Tab B: Experience

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
City of San Marcos, TX	2015	5,590	■	■	■		■	■				■	■	■	■
FLOODING – 2014															
Total Cubic Yards of Debris – 10,000 Total Clients – 1															
Escambia County, FL	2014	10,000	■	■	■							■	■	■	■
TORNADO – 2014															
Total Cubic Yards of Debris – 179,851 Total Clients – 2															
Limestone County, AL	2014	104,256	■	■	■		■	■				■	■	■	■
Blount County, AL	2014	75,595	■	■	■		■	■				■	■	■	■
ICE STORM – 2014															
Total Cubic Yards of Debris – 1,041,047 Total Clients – 7															
Augusta-Richmond County, GA	2014	739,640	■	■	■		■	■				■	■	■	■
Sumter County, SC	2014	104,722	■	■	■		■	■				■	■	■	■
Dorchester County, SC	2014	91,850	■	■	■		■	■				■	■	■	■
Barnwell County, SC	2014	85,703	■	■	■		■	■				■	■	■	■
Colleton County, SC	2014	61,883	■	■	■		■	■				■	■	■	■
City of Sumter, SC	2014	35,424	■	■	■		■	■				■	■	■	■
Hampton County, SC	2014	15,495	■	■	■			■				■	■	■	■
FLOODING – 2013															
Total Cubic Yards of Debris – 140,000* Total Clients – 1															
Boulder County, CO	2013	140,000*	■	■	■		■	■		■		■	■	■	■
ICE STORM – 2013															
Total Cubic Yards of Debris – 100,664 Total Clients - 1															
City of Rapid City, SD	2013	100,664	■	■	■		■	■				■	■	■	■
ICE STORM – 2013															
Total Tons of Debris – 79,925 Total Clients – 1															
City of Sioux Falls, SD	2013	79,925*	■	■	■		■	■				■	■	■	■

* Cubic yardage volume converted from tons using FEMA conversion ratio

CURRENT DEBRIS CONTRACTS

The table below lists Tetra Tech's current contractual obligations for debris monitoring for counties within the State of Texas. The table below is confidential and cannot be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.

CONFIDENTIAL	Client Name	Client Name
	Brazoria County	Jefferson County
	Cameron County	Liberty County
	Fort Bend County	Montgomery County
	Galveston County	Nueces County
	Harris County	Wharton County
	Hidalgo County	

CONTRACT EXCEPTIONS

Tetra Tech has conducted a review of the City's RFP No. 2016-14 for Disaster Debris Monitoring and Consulting Services and would like the City to consider the following requests:

- *All indemnification clauses be limited only to acts and/or omissions caused by Contractor's negligent performance. Contractor shall not indemnify the City from the negligent acts or omission or willful misconduct of the City, their agents and employees.*

To the extent the above requests do not meet the City's requirements, Tetra Tech is prepared to negotiate mutually agreeable terms and conditions.

FEMA PUBLIC ASSISTANCE FIRM SUCCESS

Our team's record of success spans over 300 state and local government clients in response to over 55 declared presidential disasters, representing the recovery of more than \$6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.

EXPERIENCE COORDINATING WITH FEDERAL, STATE, AND LOCAL FUNDING SOURCES AND REIMBURSEMENT PROCESSES

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Moreover, Tetra Tech maintains a full-time staff to assist our clients in obtaining reimbursement. **Mr. Dick Hainje**, former regional administrator of FEMA Region VII, has been responsible for deploying and managing over 2,000 emergency management employees following disasters and created a long-term community recovery process for

FEMA Region VII. Mr. Hainje has assisted our clients with navigating the reimbursement process and obtaining clarification on FEMA policies. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event, where he was the regional administrator in charge of over 1,000 FEMA employees deployed to this event.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) program
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- Construction and demolition debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

PROJECT METHODOLOGY

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Tetra Tech has carefully reviewed the scope of work requested in the City of Friendswood's (City) request for proposal (RFP) and can assure the City that we have the extensive experience, understanding, and knowledge of the City to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to providing a consistent and coordinated team to perform these services upon activation. Our project team will continue to dedicate themselves to the City's needs throughout the year, not just during times of activation.

TIME AND MATERIALS

The emergency push period begins immediately following an event. Tetra Tech will work with the debris removal contractors, in coordination with City crews, to first clear the blocked roadways for emergency vehicle passage to critical facilities. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

ON-BOARDING/HIRING APPROACH

Immediately following the impact of a known event, Tetra Tech will establish Human Resources (HR) hiring centers in the field throughout the region in the affected areas. The hiring center provides efficient hiring and training processes that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The hiring center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The hiring center is typically staffed by three trained HR representatives and can process hiring of hundreds of staff per day. The hiring center can be quickly scaled to meet the most demanding needs for staff. The hiring center advertises locally and reaches out to local workforce centers to utilize persons seeking employment in the community.

VEHICLE CERTIFICATION

Tetra Tech has a proven vehicle certification procedure that complies with Federal Emergency Management Agency (FEMA) guidelines to maximize reimbursement for our clients. Tetra Tech will certify all trucks used in an activation via the mobile application included in our automated debris management system (ADMS) technology. Benefits of using the mobile truck certification application include **electronic volume calculations**, instant upload to the RecoveryTrac™ database to allow a QA/QC check to immediately verify the truck certification is calculated correctly, and automated photo matching of truck and driver photographs to the

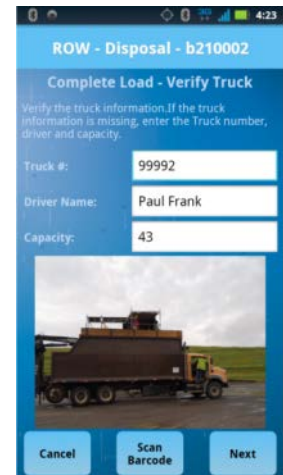
Exhibit C-1: Truck Audit Report

Contractor: ASHBRIE
Sub-Contractor 1: PAUL BUNYAN
Truck No. 700153
Date 02/06/2014 2:52 PM
Status ACTIVE
Vehicle Type PVT 2195 (DR)
Vehicle Type SELF-LOADING TRUCK
Primary Box (L x W x H): 254x10x115 = 298940.0 Cu Inches (=)
Type: Box (L x W x H): 54x10x108 = 74880.0 Cu Inches (=)
Total Volume: 339238.0 Cu Inches (46.656) = 72.71 Cu Yds
Driver/Placard View Side View Back Interior View
RecoveryTrac 73 700153

truck. The truck certification application allows us to complete truck certifications in **30 percent less time than with a paper-based system.**

Our disaster debris vehicle certification procedure includes the following:

- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification
- Visual inspections of motor vehicle compliance with support from a City staff member. This can be done at the time of inspection or through our QC in real-time from an office environment.



ROW - Disposal - b210002

Complete Load - Verify Truck

Verify the truck information. If the truck information is missing, enter the Truck number, driver and capacity.

Truck #: 99992

Driver Name: Paul Frank

Capacity: 43

Cancel Scan Barcode Next

MONITORING THE REMOVAL OF DEBRIS

Tetra Tech deploys loading site monitors to monitor the activities of each debris removal crew. Loading site monitors will document the initial step when tracking debris from collection to disposal. RecoveryTrac™ load tickets document where and when debris is collected along with other required information. Tetra Tech loading site monitors will also mark where every load of debris is collected using the RecoveryTrac™ waypoint system. This information can be used by multiple entities (the City, municipalities that may fall under the City's program, debris hauler, etc.) to verify completeness and maximize project schedule.

The bullets below highlight various aspects of Tetra Tech's debris removal monitoring program.

- **Operations.** Field collection monitors report to a staging location prior to the field operations beginning for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit.
- **Field Supervision.** Responsibilities of the field supervisor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. so that the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist in completing the project efficiently and within the time lines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's

control but will still need to be managed. Tetra Tech will assist with managing these goals, including the following:

- The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
- Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the City if deadlines are not being met.
- Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with officials to adjust the timeline appropriately to reflect the changing estimates.

DEBRIS MANAGEMENT SITE MONITORING

Debris management site (DMS) locations are approved areas where debris contractors can truck eligible debris so it can be further separated or processed before being hauled to a final disposal facility. Tetra Tech can assist the City in obtaining necessary permits or approval of designated DMS as requested by the City. Debris is quantified by volumetric load calls. Towers are set up, and ingress and egress patterns are established. Each site will be restricted to a maximum capacity that will need to be monitored. Tetra Tech will provide a minimum of two monitors per site, which may increase or decrease based on need. The Tetra Tech monitors will be prepared to work a 12–14 hour shift, 7 days per week. Construction and demolition debris may be directly hauled to a final disposal facility. Specific documentation kept by DMS monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation (and serves as a fail-safe if any documentation is missing).
- **Scale Manifest Tickets.** If the debris hauling contract payment method is weight-based, tickets generated by the existing scales at the City's DMS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** The incident report is used to document anything out of the ordinary while monitoring at the DMS, including property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently in order to create a visual timeline of the site.
- **QA/QC of Field Tickets.** DMS monitors must review and correct errors made by loading site monitors in the field.

Due to the critical nature of load calls and the impact they can have on a project, Tetra Tech has developed a thorough Disposal Monitor Training Program that will be reviewed by every disposal site monitor for consistency in load calls. After a load call has been made, the disposal site monitor will issue the truck driver a printed Tetra Tech ADMS ticket.

HAZARDOUS TREE REMOVAL

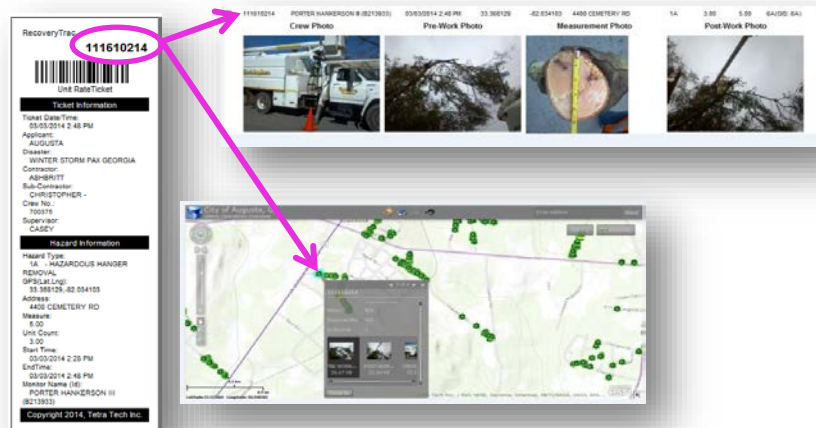
Established FEMA guidance requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize RecoveryTrac™ ADMS technology to document all hazardous tree and hanger removal operations. Additionally, Tetra Tech ADMS technology and software is designed to manage photo documentation by compressing and securely storing

Tab C: Project Methodology

photos for field validations and audits in real-time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the District's contractual agreement with the contractor.

Exhibit C-2: Real-Time Ticket Report



DAILY REPORTING METRICS

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or even smart phone. Our daily reporting metrics include but are not limited to the following:

- Daily operations cost accounting
- Debris contractor metrics and operations time by truck
- Daily load tickets and cumulative volumes
- Daily reporting of ongoing work and completed areas of debris removal activities
- Fiscal reports, including:
 - Cost of monitoring operations (weekly or monthly)
 - Hauling cost data (weekly or monthly)

Another key feature of the Tetra Tech ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real-time. These reports are then provided in real-time geospatially or exported into Excel sheets daily and are available to the City, local governments, and the debris contractor. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the reporting server.

Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damages before the completion of the program.

Exhibit C-3: Sample Custom Reports Developed

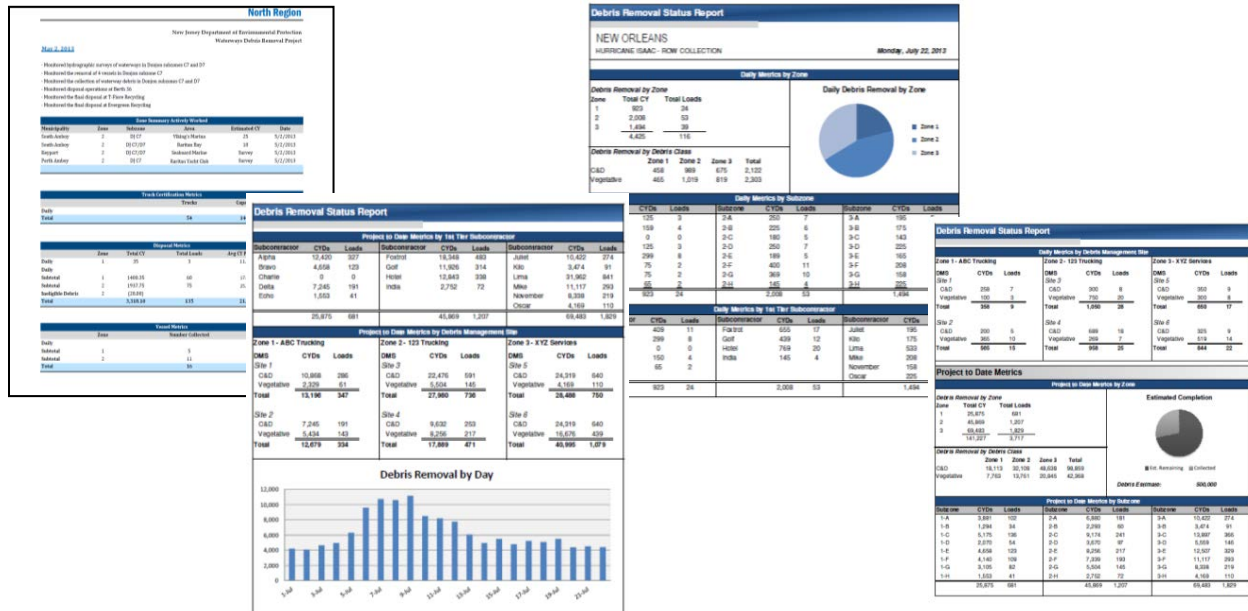


Exhibit C-4: Incident Reporting Tool

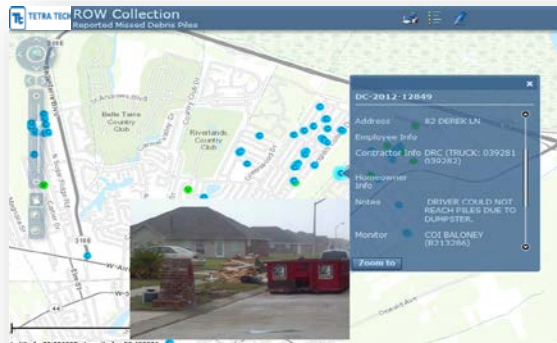
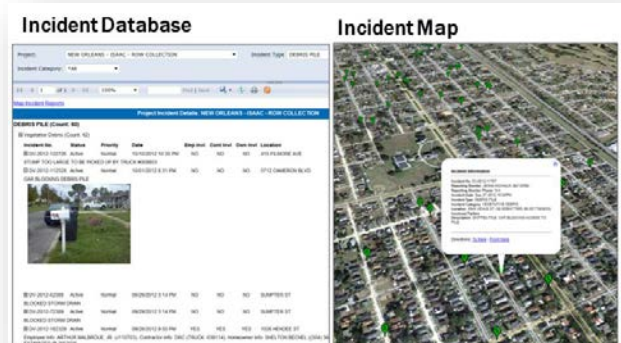


Exhibit C-5: Missed Piles Tracking



PROJECT MANAGER'S DAILY REPORT

In addition to the standard daily reports, Tetra Tech's project management team will also provide a daily project manager's report. The daily project manager's report will be submitted to the City Debris Manager or their authorized representative daily. The project manager's report will include the following:

- Volumes of debris category collected
- Debris monitor metrics
- Maps depicting geographic areas where debris has been removed
- Tetra Tech's overall progress in completing task orders and estimated completion date
- Coordination issues (if any) with the contractor
- Damage claims or incident reports

CONTRACTOR RECONCILIATION

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the City. After reviewing the contracts, Tetra Tech will set up the RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™ Mobile. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the City. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against RecoveryTrac™ database records.
 - If no discrepancies are identified, Tetra Tech notifies the debris contractor that there are no discrepancies in the dataset.
 - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the City's review.

PROJECT CLOSEOUT

Upon project completion, Tetra Tech will prepare both physical records as well as RecoveryTrac™ database digital documentation for submittal to the City. Physical documentation such as load tickets, truck certificates, and field logs are organized and packaged in a manner conducive to easy retrieval. In addition to the physical documentation, Tetra Tech provides a final data export of the RecoveryTrac™ database, which serves to hasten any forthcoming auditing efforts. The records extracted from the database contain a digital copy of the ticket given to the contractor and the corresponding supporting photographic and/or supplemental documentation, truck certificate images and corresponding photographic documentation, and digital copies of all invoice payment recommendation packages that have been issued for the project. The ticket line item data is conveniently hyperlinked so that a simple click will yield the desired images. The RecoveryTrac™ final export data may be provided either via DVD or external hard drive.

TETRA TECH			
Project Closeout Checklist			
CLIENT INFORMATION			
Client Name	Client Address	Program	☐ All Programs
Client Project Manager	Phone	Tetra Tech Project Manager	Phone
Client Finance Contact	Phone	Tetra Tech Program Manager	Phone
FIELD OPERATIONS			
☐ Field monitoring activities concluded ☐ Field equipment returned and inventoried ☐ Verify field monitor timestamps and logs are reviewed and submitted ☐ Coordinate with Logistics to demobilize staff and equipment			
INCIDENT DISPOSITION			
☐ Coordinate with contractors and vendors to resolve and complete damage reports ☐ Coordinate with Client to address and close any outstanding complaints ☐ Resolve identified Quality Management System deficiencies ☐ Prepare final incident report with supporting incident data report and submit for review approval			
FINANCIAL			
☐ Coordinate with contractors and vendors to resolve any remaining unbilled transactions ☐ Coordinate with contractors and vendors to reconcile and finalize outstanding invoices for monitored work ☐ Coordinate submission of Letter of Invoice Finalization to the Client ☐ Verify retainerage for contractor and vendor invoices are released ☐ Verify debris monitoring sub-contractor invoices are paid ☐ Verify reimbursable expenses have been submitted for tracking/project accounting			
CLIENT DELIVERABLES			
☐ Coordinate with Client to obtain desired electronic data export format(s) ☐ Collect and inventory required paper documentation and prepare transmittal for Client acceptance ☐ Perform data export(s) and prepare user documentation ☐ Organize and review project electronic documentation to project archive per Tetra Tech project archive policy ☐ Perform Program Manager review of project deliverables and correct noted deficiencies ☐ Present documentation package to Client for acceptance and approval			
COMMENTS/NOTES			

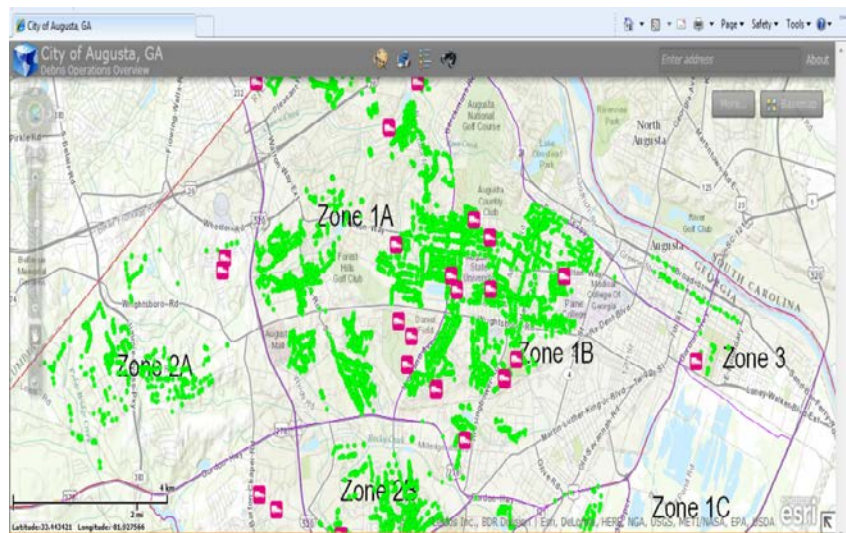
RECOVERYTRAC™ AUTOMATED DEBRIS MANAGEMENT SYSTEM

With a focus on the ability to accurately collect field information when the typical infrastructure is not available, Tetra Tech developed the mobile collection tool. We made this tool simple to use, reliable, and most importantly, able to collect and store information and photos offline until they can be uploaded. The “disconnected” capability provides the ability to operate anytime, anywhere with a minimal infrastructure support footprint. The end result is accurate, real-time debris removal **information made available minutes after completion instead of the next day as with paper-based systems.**

Real-Time Information and Visualization Increases Efficiency

Over the last several years, the cellular industry has invested heavily in the hardening of infrastructure in areas most susceptible to environmental disasters. We have taken advantage of these improvements by partnering with the Tier 1 providers to get the information from the field as quickly as possible, ideally in real-time. Field devices are constantly looking for connectivity to immediately upload collected information. Once the field data is uploaded, RecoveryTrac™ geospatial services provide rich information and visualization of the field data. Using the emergency operations center (EOC) operation board concept, users can visualize everything from damage concentrations to field debris equipment locations and more. The end result is better information, resulting in better decisions and less waste.

Exhibit C-6: Previous Collection and Current Truck Location



Coordinated Reporting and Quality Control

RecoveryTrac™ ADMS can provide the one-stop information in a consistent, easily consumed format that can provide a City-wide operations status picture. These data feeds are in real-time; there is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Some examples of data included:

- Road Clearance Status (Pass Map)
- Hazard Removal Locations
- Debris Pickup Locations
- Truck and Monitor Locations
- Reported Damage Locations
- Debris Removed

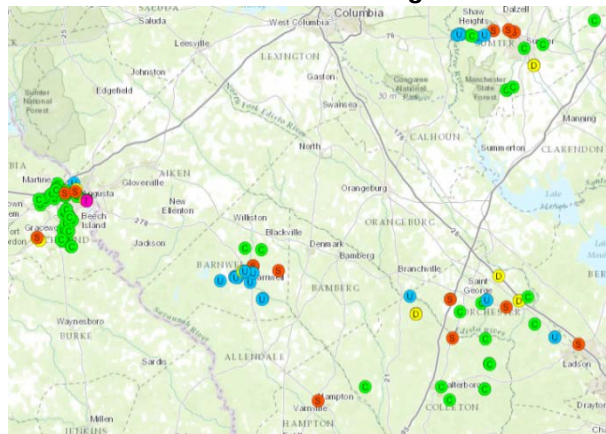
Data managers assigned to continuously monitor the information flowing into the system check for potential problems and dispatch supervisors to respond to the problem. The system monitoring panel shows real-time statistics and potential problems for operations based on exhaustive in-process quality checks that occur continually. The exhibit below details how we use RecoveryTrac™ ADMS to meet our quality standards using the direct monitoring and immediate feedback technique.

Debris Tracking

RecoveryTrac™ allows real-time access and visibility into field operations. At each debris collection point, the roadway monitor marks the “waypoint” or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real-time and can be filtered by date.

An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real-time, as demonstrated in Exhibit C-7.

Exhibit C-7: Monitoring Locations



UNDERSTANDING OF FEMA PROGRAMS, POLICIES, AND REQUIREMENTS

Our approach to debris monitoring has been tested on over 300 clients in over 15 states in the past 10 years. From our project management plan to data reporting, reconciliation, and final closeout, our staff is trained and ready to implement our approach with or without warning. As demonstrated throughout our approach, Tetra Tech ensures the City's compliance with FEMA Policies and Guidance including the most recent FEMA Public Assistance Program and Policy Guide (PAPPG), FHWA-ER including recent changes based on the Moving Ahead in the 21st Century (MAP-21) Act, and the Sandy Recovery Improvement Act.

PRICING AND FEES

As requested in the City's request for proposal, the pricing form is included at the end of this section. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up.

HOURLY RATE SHEET

POSITIONS	HOURLY RATES
Senior Program Manager	\$110.00
Project Manager	\$79.00
Operations Manager	\$68.00
Field Manager	Duplicate to Field Supervisor
Field Supervisor	\$42.00
Field Monitor	\$35.00
Debris Site / Tower Monitor	\$35.00
Load Ticket Data Entry Clerk	\$0.00
Collection Monitor	Duplicate to Field Monitor
Citizen Drop-Off Monitor	\$32.00
Billing / Invoice Manger	\$55.00
Billing / Invoice Analyst	\$55.00
Project Inspector	Duplicate to Field Monitor
Project Assistant	Duplicate to Project Coordinator
Field Coordinator (Crew Monitor)	Duplicate to Field Monitor
Senior Project Inspector	Duplicate to Field Supervisor
Waste Management Specialist	Duplicate to Project Manager
Senior Public Assistance – Grant Management Consultant	\$110.00
Principal In Charge	Duplicate to Senior Program Mgr
Public Assistant Consultant	\$85.00
Public Assistant Consultant Aide	\$65.00
Project Coordinator	\$36.00
Debris Site Security	\$30.00
Safety Manager	\$45.00
Data Manager	\$55.00
Data Support Personnel	\$40.00
Marine Debris Monitor	Duplicate to Field Monitor
Schedules / Expenditures (Logistics)	\$45.00
Environmental Specialist	\$89.00
Project Inspector	Duplicate to Field Monitor
Residential Monitor	Duplicate to Citizen Drop-Off Monitor
Automated Ticket Specialist	\$55.00
Aerial Photographer	\$50.00
FEMA Specialist	Duplicate to PA Consultant
Administration Assistant	Duplicate to Project Coordinator
Call Center Staff	\$29.00
Senior Technical Specialist	Duplicate to Senior Program Mgr
Fire / HAZMAT Subject Matter Expert / Trainer	\$95.00
OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.	

REFERENCES

The following projects are a representative sample of our experience and accomplishments in performing similar services. As requested in the RFP, we have selected projects that are similar in scope and magnitude to the City.

Disaster Debris Monitoring and Grant Management Fort Bend County, TX

We are proud of our long-term relationship with Fort Bend County (County), whom we have assisted since 2007 in a variety of capacities, including debris management after Hurricane Ike in 2008, plan writing, and exercises, debris management in response to the 2016 flood event, and most recently Hurricane Harvey. We continue to stand “at the ready” in the event the County needs our service in the future. The following summary describes our projects with the County during this period.

Hurricane Harvey - On August 26, 2017 Hurricane Harvey made landfall as a Category 4 storm near Rockport, TX. After making landfall, Harvey's winds rapidly weakened, but its speed also greatly slowed and the storm stalled just inland from coastal Texas, resulting in several days of very heavy rain and massive flooding. Many locations in the area saw anywhere from 30 to 60 inches of rain. Multiple flash flood warnings were issued and many areas were evacuated. More than 48,000 homes across the state had damage and an estimated 30,000 residents were displaced.

Tetra Tech staff were in close communication with County officials throughout the event and quickly mobilized resources once it was safe to enter the area. Tetra Tech helped the County to complete damage assessments and come up with debris estimates and then transitioned into complete program management of the debris removal mission. To date Tetra Tech has monitored the removal of over 13,500 loads totaling over 458,000 cubic yards of debris.

2016 Floods - On May 30, 2016, a devastating flood impacted the County, causing damage and debris across the area. Tetra Tech was tasked by the County to provide program management and monitoring services. The Tetra Tech field team certified 28 hauling units that removed over 48,000 cubic yards of flood debris within the County. RecoveryTrac™ automated debris management system (ADMS) was used to monitor and document debris removal activities within the County and three other municipalities that requested the County's assistance through an interlocal government agreement.

Additionally, with an estimated \$15 million in damage, the County requested that our team assist with applying for, administering, and managing FEMA Public Assistance (PA) funding for categories A-G. Tetra Tech deployed a team of financial recovery consultants to assist the County in preparing project worksheets and maximizing grant funding for disaster response and recovery efforts. Our assistance after the flood however, has gone beyond FEMA PA consulting to assisting the County with the Hazard Mitigation Grants Program (HMGP) applications, identification of substantially damaged properties, staff augmentation for permits departments, and Emergency Operations Center (EOC) staff support.

Hurricane Ike - On September 12, 2008, Hurricane Ike impacted Fort Bend County with hurricane force winds and heavy rain causing damage and debris across the County. Tetra Tech's pre-positioned contract with the County was activated and Tetra Tech mobilized a project management team to provide comprehensive disaster debris program management services.

Prior to Hurricane Ike, Tetra Tech worked with the County to develop a FEMA approved Disaster Debris Management Plan (DDMP). Over the next three months, our team worked closely with the County to executive



Reference/Project Information

Client Name: Fort Bend County, Texas
Contact: Mr. Jeff Braun, Emergency Management Coordinator, 307 Fort Street, Richmond, TX 77469
Phone: (281) 342-6185 **Fax:** (281) 238-3459
Email: Jeff.Braun@fortbendcountytexas.gov
Contract Term: Hurricane Harvey: September 2017 – Ongoing. 2016 Floods: May 2016 - August 2016. Hurricane Ike: September 2008 – March 2009
Dollar Value: \$830,000 (Ongoing) – Hurricane Harvey. \$263,121 – 2016 Flood Event. \$8,585,611 – Hurricane Ike \$872,394.

procedures and directives outlined in County's DDMP. Our team monitored and documented the removal of over 490,000 cubic yards of debris, 8,300 hazardous hangers, and 590 hazardous trees representing over \$8.5 million in reimbursable debris removal costs. In 2012, the County tasked our team with updating the County DDMP. The purpose of the 2012 DDMP update was to incorporate new guidance from FEMA, lessons learned from Hurricane Ike, and update other information as needed to help the County prepare for the next disaster event.

Disaster Debris Program Management/Monitoring Montgomery County, TX

Our relationship with Montgomery County has spanned over 10 years of support, multiple activations and ongoing audits. The following summary describes our projects with Montgomery County during this period.

Hurricane Harvey - Most recently, Tetra Tech responded when Hurricane Harvey impacted the greater Houston metropolitan area dropping unprecedented rainfall and resulting in severe and catastrophic flooding. Many of the Montgomery County residents impacted by the rising waters were the same who were devastated in the two 2016 floods. Montgomery County's long-term relationship with Tetra Tech allowed for a quick project start-up as senior staff were already familiar with the County's past projects, and were immediately available on the ground to help with ramp up.

The County relied on Tetra Tech for advice during their debris mission planning and assistance was provided with scheduling resources, permitting temporary debris management sites, planning for residential drop-off areas and making special requests to the State and FEMA.

Tetra tech performed debris monitoring and documentation services for the County resulting in nearly 4,000 load tickets written for over 130,000 cubic yards of debris.

Severe Storms and Flooding (DR-4272) - Just days after the clean-up of debris generated by the April 2016 flooding event (DR-4269) had been completed, Montgomery County, Texas was devastated by yet another severe weather event, crippling the ongoing recovery and rebuilding efforts from the April event and flooding additional homes and neighborhoods that had not seen the effects of a flood event for 60 years.

Once again, Montgomery County called upon Tetra Tech to provide damage assessments, debris collection monitoring and program management services. In a matter of hours, our team had mobilized and was in place with trained local monitoring staff. Through our previous work with the County, our team was immediately able to identify primary areas of concern and direct resources to the most heavily impacted areas. In total, our team monitored the removal and final disposal of 35,000 cubic yards of debris. Because of our ability to respond quickly, and without delay, we were able to position the County maximize incentives made available to them via the FEMA alternative procedures pilot program (Sliding Scale).

Hurricane Ike | Debris Management - Situated just 40 miles north of Houston and encompassing 1,047 square miles, Montgomery County is one of the fastest growing counties in the nation. The County was severely impacted when Hurricane Ike made landfall in September of 2008. The County activated Tetra Tech to provide program management and monitoring services.

The Tetra Tech team quickly mobilized an experienced debris management team and over the next three months Tetra Tech worked closely with County to monitor and document debris removal efforts for federal reimbursement. Tetra Tech successfully monitored and documented the removal of 3,782 hazardous hangers, 1,189 hazardous trees, and 684,252 cubic yards of disaster debris.



Reference/Project Information

Client Name: Montgomery County, Texas

Contact: Mr. Darren Hess, Deputy Emergency Management Coordinator, 9472 Airport Road Conroe, TX 77303

Phone: (936) 523-3910

Email: Darren.Hess@mctx.org

Contract Term: Hurricane Harvey: September 2017 – Ongoing. 2016 Floods: April 2016 - October 2016. Hurricane Ike: September 2008 - February 2009. Hurricane Rita: September 2005 - January 2006.

Dollar Value: \$902,000 (Ongoing) - Hurricane Harvey. \$93,138 – Hurricane Ike.

In the years following Hurricane Ike, Tetra Tech has worked with the County to plan for and prepare for future disasters. Most recently, our team was activated by the County to monitor and document debris removal activities following the April 2016 Texas floods. The current program is being documented using RecoveryTrac™ ADMS technology.

Hurricane Rita | Temporary Debris Storage and Reduction Site Identification - Situated just 40 miles north of Houston and encompassing 1,047 square miles, Montgomery County is one of the fastest growing counties in the nation. In September 2005, the County was devastated when Hurricane Rita made landfall, leaving its residents without their homes, electricity and even staples such as food and water. The process of cleaning up the storm debris cost the County nearly half a million dollars.

To prepare for the possibility of another Category 3 storm that could generate up to 3.5 million cubic yards of debris, the County asked Tetra Tech for assistance in identifying, selecting and planning for the use of a Temporary Debris Storage and Reduction Sites (TDSRS). In the first phase of the County's project, our project team collected and assessed all necessary data for the site selection process, including previously used TDSRS selection criteria, a detailed parcel map of properties within the County's borders, previous disaster debris estimates and comprehensive lists of all roadways and bodies of water inside the County.

A TDSRS needs assessment was then performed, followed by the creation of selection criteria to identify and select appropriate parcels of land for potential use. Using these criteria, a shortlist of feasible sites was developed and investigated further by Tetra Tech. This process resulted in an abridged list of five TDSRS locations that were presented to the County for further consideration and contract negotiations.

During the second and final phase of the project, our team addressed the County's limited availability of useable landfill capacity by investigating and identifying sites for the disposal of reduced vegetative and construction and demolition (C&D) debris. The deliverable of this phase was a list of potential end-markets that would serve as alternative sites for reduced debris in the event of a hurricane. These markets included recycling facilities for C&D debris and mulch/composting facilities for vegetative debris. Tetra Tech has had a long-term contract with the City of Doral (Doral) and worked on an annual basis to prepare for a potential disaster debris operation. Immediately following Hurricane Irma, Tetra Tech was given a notice to proceed by Doral to provide FEMA required disaster debris monitoring services.

Disaster Debris Monitoring

City of Katy, TX

Hurricane Harvey impacted the greater Houston metropolitan area, dropping unprecedented rainfall and resulting in severe and catastrophic flooding. The City of Katy was hit particularly hard by the sustained rains of Hurricane Harvey, which caused extensive flooding in the downtown area. In addition to serious damage to more than 80 local businesses, 685 residential structures were flooded, and key infrastructure was damaged.

Tetra Tech advised the City on debris mission planning and assisted with scheduling resources, permitting temporary debris management sites, and making special requests to the State and FEMA, including a request for debris removal from commercial properties. This request was approved, greatly assisting in the economic recovery of the community. Tetra Tech quickly mobilized to provide resources for debris monitoring and documentation services for the County, resulting in over 500 load tickets for over 24,000 cubic yards of debris.



Reference/Project Information

Client Name: City of Katy, TX
Contact: Jason Rivera, Asst. Public Works Director, 5454 Franz Road, Katy, Texas 77493
Phone: (281) 391-4796
Email: jrivera@cityofkaty.com
Contract Term: September 2017–November 2017

Debris Monitoring Services

City of Dickinson, TX

While much of the media attention was focused on the City of Houston following the crippling impact of Hurricane Harvey, the City of Dickinson, Texas, also experienced devastating flood damage comparable in magnitude to that of its neighbor to the north. An overwhelming majority (7000+) of the homes in the City experienced some form of damage with nearly half of those homes being substantially damaged or destroyed. Moreover, due to the nature of the slow-moving storm, many of the flooded properties did not experience relief from rising waters for several days, creating myriad problems and even greater public health risk.

Once search and rescue operations were completed, the City immediately sought the services of an experienced debris monitoring firm that could assess damages, identify priorities, monitor all debris-related activities, and navigate the challenges of FEMA reimbursement associated with debris removal. The City quickly engaged Tetra Tech to perform such services.

Our team responded within 24 hours and immediately began setting up project infrastructure, helping identify and permit temporary disposal locations, working with the City's debris hauler on collection and staging protocols (specifically for construction and demolition debris and white goods), and training and hiring local staff.

In total, our team monitored the eligible removal and disposal of over 4,000 loads of debris, and due in large part to the efficiency of our ADMS system, the City was able to complete debris removal activities in under 100 days.



Client Name: City of Dickinson, TX
Contact: Connie Nicholson, 4403 Highway 3
Dickinson, Texas 77539
Phone: (281) 337-2489 Ext. 224 / (979) 415-4000
Email: cnicholson@ci.dickinson.tx.us
Contract Term: September 2017-Ongoing
Dollar Value: \$678,086 (Ongoing)

Debris Monitoring Services

City of Corpus Christi, TX

In the days leading up to Hurricane Harvey making landfall along the Gulf Coast of Texas, Tetra Tech staff and City of Corpus Christi officials were actively planning a coordinated response to a potentially large-scale debris generating event. Tetra Tech, having authored the City's FEMA-approved Disaster Debris Management Plan, was in a unique position to immediately respond to the City's post-disaster needs without delay or learning curve.

Tetra Tech staff was on the ground within 12 hours of impact and engaged in the immediate tasks of assisting with temporary site permitting, coordinating primary clearance routes with the City's debris haulers, forecasting debris removal operations, and training new staff.

To date, Tetra Tech has monitoring the removal of nearly 10,000 loads of eligible debris totaling over half a million yards.



Client Name: City of Corpus Christi, TX
Contact: Gabriel Maldonado, 2525 Hygeia St.
Corpus Christi, TX 78415
Phone: (361) 826-3165
Email: gabrielm@cctexas.com
Contract Term: September 2017-Ongoing
Dollar Value: \$1,037,930 (Ongoing)

CONFLICT OF INTEREST

As requested in the City's request for proposal, we have provided a copy of the Conflict of Interest Questionnaire (Form CIQ) and Form 1295.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Tetra Tech, Inc.

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

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

NONE

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

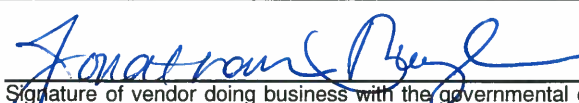
☐

No

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

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

7


Signature of vendor doing business with the governmental entity

March 19, 2018

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2018-327504

Date Filed:
03/19/2018

Date Acknowledged:

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

Tetra Tech, Inc.
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 Friendswood, 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.

RFP: #2018-05
Debris Monitoring 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.



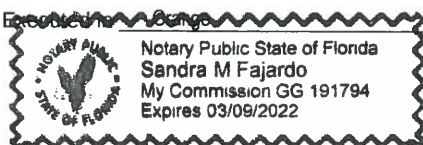
6 UNSWORN DECLARATION

My name is Jonathan Burgiel, Vice President/Operations Manager, and my date of birth is May 10.

My address is 2301 Lucien Way, Suite 120, Maitland, FL, 32751, USA.
(street) (city) (state) (zip code) (country)

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

Executed on March 19, 2018 at Florida County, State of Florida, on the 19th day of March, 2018.
(month) (year)



Jonathan Burgiel
Signature of authorized agent of contracting business entity
(Declarant)

REQUIRED FORMS

As requested in the City of Friendswood's request for proposal, we have provided the following required forms:

- Proposer Certification and Addenda Acknowledgement
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Access to Records and Reports
- Equal Employment Opportunity
- Government-wide Debarment and Suspension (Nonprocurement)
- Contract Work Hours and Safety Standards Act
- Lobbying
- Clean Air
- Clean Water
- Procurement of Recovered Materials
- Department of Homeland Security Logo, Seal, and Flags
- Compliance with Federal Law, Regulations, and Executive Orders
- Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area
Firms
- Energy Efficiency and Conservation
- House Bill 89 Verification
- Certification of Restrictions on Lobbying Form

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

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

PROPOSER MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED IN ORDER TO VERIFY RECEIPT

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

PROPOSER MUST FILL IN AND SIGN

Name of Firm/Company _____ Tetra Tech, Inc. _____
Representative's Name _____ Jonathan Burgiel _____
Representative's Title _____ Vice President / Operations Manager _____
Mailing Address _____ 2301 Lucien Way, Suite 102 _____
City, State, Zip _____ Maitland, FL 32751 _____
Phone & Fax Numbers _____ Tel. (407) 803-2551 _____
E-Mail Address _____ betty.kamara@tetrattech.com _____
Authorized Signature _____  _____
Date _____ 3/19/18 _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Jonathan Burgiel

Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

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.

Jonathan Burgiel

Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

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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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Jonathan Burgiel
Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

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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."

Jonathan Burgiel
Printed Name of Signatory

 3/19/18
Signature and Date

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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.

Jonathan Burgiel

Printed Name of Signatory

Jonathan Burgiel 3/19/18
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.

Jonathan Burgiel

Printed name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

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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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, Tetra Tech, Inc., 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, 2018

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

Jonathan Burgiel
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Vice President / Operations Manager
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Jonathan Burgiel

Printed Name of Signatory

 3/19/18
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.

Jonathan Burgiel

Printed Name of Signatory

 3/19/18
Signature and Date

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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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Jonathan Burgiel

Printed Name of Signatory

 3/19/18
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.

Jonathan Burgiel

Printed Name of Signatory

 3/19/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Jonathan Burgiel
Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Jonathan Burgiel
Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Jonathan Burgiel

Printed Name of Signatory

Jonathan Burgiel 3/19/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, Jonathan Burgiel (Person name), the undersigned representative
of (Company or Business name) Tetra Tech, Inc.
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

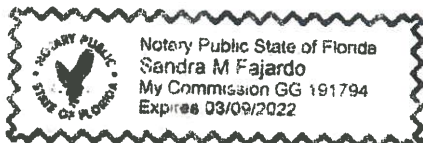
3/19/18
Date


Signature of Company Representative

On this the 19th day of March, 2018, personally appeared

Jonathan Burgiel, the above-named person, who after by me being duly
sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




Signature

3/19/18
Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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



Signature of Authorized Official on behalf of Vendor

Jonathan Burgiel, Vice President / Operations Manager

Name and Title of Authorized Official on behalf of Vendor

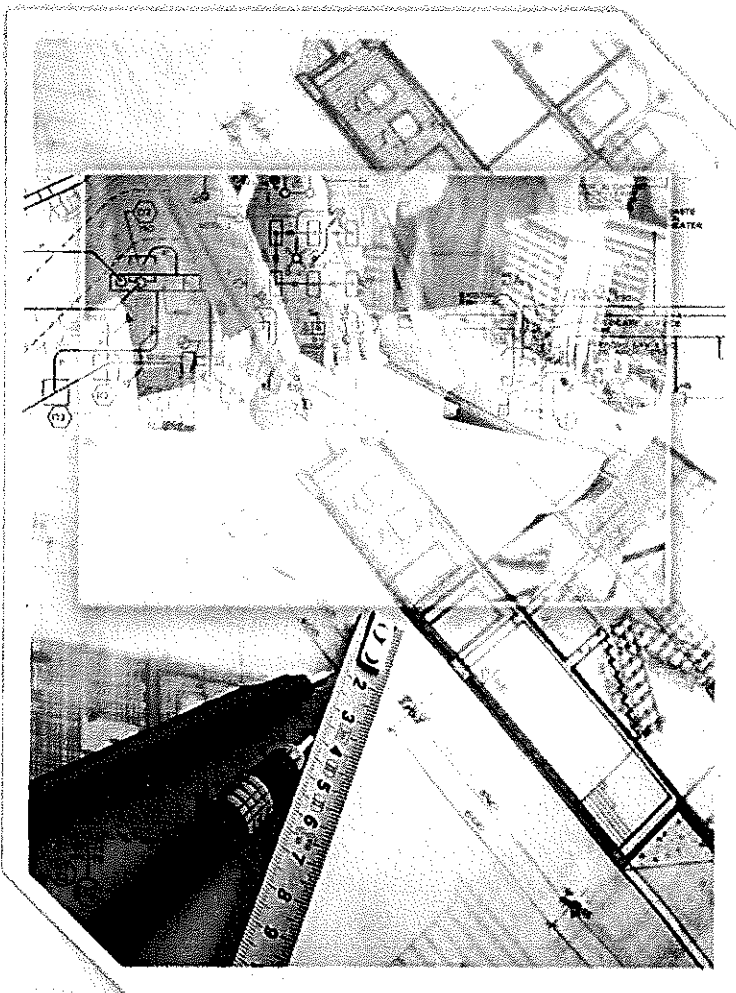
Tetra Tech, Inc.

Name of Vendor

March 19, _____, 2018

Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



Offer to Provide

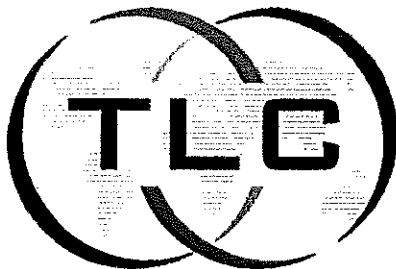
Debris Monitoring Services

RFP NO. 2018-05

Submitted to:
City of Friendswood, Texas

Opening:
March 20, 2018 @ 2:00 (P.M.)

**DOCUMENT
ORIGINAL**



ENGINEERING

8204 Westglen Dr.
Houston, TX 77063

TLC Disaster Recovery Services: For Better Than It Was Before the Storm.



*Mission Statement:
TLC Engineering, Inc. is committed to
providing safe, efficient, and
environmentally responsible solutions to
an ever-changing global community*



ENGINEERING INC.

Ms. Melinda Welsh, City Secretary
City of Friendswood,
City Hall, 910 South Friendswood Drive,
Friendswood, Texas 77546

March 18, 2018

Subject: Proposal to Provide Debris Monitoring Services, RFP 2018-052

Dear Ms. Welsh;

On behalf of the other companies on our team and TLC Engineering, Inc. ("TLC"), it is my pleasure to present this proposal to City of Friendswood, Texas for the afore stated opportunity.

TLC's permanent main officer is Tony L. Council, P.E. Mr. Council is TLC's President and CEO. Mr. Council's direct line is (832) 319-7156; our company facsimile machine is (713) 868-0001. The company was organized and incorporated under the laws of the State of Texas on September 2, 1994, has continually functioned as TLC (24 years), and our current headquarters is at 8204 Westglen Drive, Houston, Texas 77063. TLC has been certified by the State of Texas and various communities and local and state agencies as being a Disadvantage Business; namely, Minority and Small Business.

TLC is engaged in the following types of business activities:

- Engineering: Civil, Structural, MEP;
- Disaster Recovery
- Architecture
- Construction Management and Inspections
- Environmental Services

TLC has been involved in all aspects of disaster debris removal monitoring since Hurricane Ike in 2008. As one of the City of Houston's First Responders companies, TLC has been responsible for a wide array of services. These include, but are not limited to:

- Preliminary Debris and Damage Assessments
- Recruiting, Hiring, and Training Disaster Debris Removal Monitors
- Truck Certifications
- Deployment of Debris Site and Debris Storage Tower Monitors
- Debris Tracking
- All Necessary FEMA PA and HUD CDBG-DR Documentation of Services

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TLC has five (5) disaster recovery contracts.

- City of Houston, Texas Debris removal monitoring
- City of La Marque, Texas Debris removal monitoring
- Cameron County, Texas Impact assessment
- City of Ft. Stockton, Texas Impact assessment
- Texas General Land Office Residential Construction Repair Services

From its vantage point over the past decade, TLC can say with surety that the most important requirement of this project will be sufficient documentation to substantiate the County's claims to FEMA for reimbursement. The measures that, following Hurricane Ike, were considered stringent are now considered overly lax. Much of this tightening of requirements has come because of advancements in data management, particularly for debris removal monitoring. Our Automated Debris Management System (ADMS) has features, capabilities, and capacities that cannot be rivaled by any other ADMS currently in use in the industry.

For clarification on matters concerning TLC's proposal, please contact Tim Kroeker, M.E.Des.; Manager of Environmental Services at (O) (832) 319-7141 or (C) (713) 446-3098. He may also be contacted by e-mail at tkroeker@tlceng.com or by fax at (713) 868-0001. Mr. Kroeker will serve as the Point-of-Contact (POC) throughout the life of the contract.

Sincerely,



Tony L. Council, P.E.
President and CEO

TLC Disaster Recovery Services: For Better Than It Was Before the Storm

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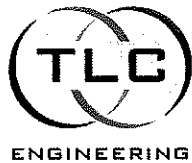
TAB A QUALIFICATIONS

1.1 Introduction of Firm and Team

1.1.1 Team Members

TLC Engineering, Inc. ("TLC") and Ideation Planning, LLC are certified as small, Historically Underutilized Businesses (HUBs); Minority and Woman-Owned, respectively. HUB certifications for both firms are provided in **Appendix A**.

1.1.1.1 TLC Engineering, Inc.



TLC was established on September 2, 1994 by Tony L. Council, P.E. under the laws of the State of Texas.

We are a *Minority Business Enterprise (MBE)* - and *Small Business Enterprise (SBE)*-certified by the City of Houston, the Houston Minority Business Council, and is *Historically Underutilized Business (HUB)*-certified by the State of Texas. We comprise an in-house staff of disaster recovery planners, professional engineers, environmental specialists, project managers, certified inspectors, and administrative staff at its headquarters. We have project managers and engineers at branch locations throughout the U.S. Southeast.

For over a decade, we have successfully performed a variety of engineering assignments in the public sector as a Prime Contractor for the City of Houston (COH), Houston Community College (HCC), Houston METRO Transit, Houston Independent School District (HISD), Texas General Land Office (GLO) and Federal Emergency Management Agency (FEMA). These projects have included work on streets, public utilities, and public green spaces. Our project assignments have had construction values of up to \$35,000,000 per project.

1.1.1.2 CDR Maguire, Inc.



CDR Maguire Inc. ("CDR Maguire") was founded in 1938, as a small civil engineering firm in the state of Rhode Island. Today, we are a Hispanic-owned business led by owners and brothers, Carlos and Andre Duart who purchased the company in 2009.

With a staff of over 135 employees in seven (7) different states, we are a full-service, nationally recognized emergency management and engineering firm with our corporate headquarters located in Miami, Florida. Our Emergency Management Division has been serving communities nationwide since 2009 and our intimate knowledge of FEMA's Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and HUD's community Development Block Grant Disaster Recovery (CDBG-DR) has allowed us to advise clients from coast to coast on all facets of Emergency management including Debris Monitoring, Grant Administration, Disaster Pre-Planning, and Mitigation Project Planning and Development.

We understand how disasters can pose unique challenges to your staff and community alike, and we will assist you in confidently navigating through the complex program requirements. 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. Over the past two years, our firm has managed over \$500 million in storm-related contracts. As such, we are intimately aware of the project issues and possess a comprehensive understanding of the requirements to complete an emergency disaster recovery operation successfully.

1.1.1.3 Ideation Planning, LLC.



Ideation Planning, LLC. ("Ideation") was formed after Abra Nusser, President and CEO, identified needs in the government sectors revolving around city/community planning, private development, feedback gathering, community engagement, and meeting facilitation. We team and collaborate with numerous planners, technical professionals, and strategic consultants to provide a well-rounded and excellent set of tools and resources for communities, groups, and companies to turn ideas into implemented realities.

1.1.1.4 Stantec



Begun in 1954 as a one-man environmental engineering company, Stantec now provides a pallet of 14 specialized services in at least 17 unique markets. Among these services is Resilient Communities. The firm defines resiliency as, "The capacity of people, communities, institutions, businesses, and systems to endure, adapt, and thrive regardless of chronic stresses and acute shocks that occur." Their work—professional consulting in disaster response and recovery, resilience assessment, mitigation, and design—unites infrastructure, environmental, and quality of life improvements to advance community resilience across the globe. They typically deploy emerging approaches to help our communities evaluate, measure, and track progress towards resiliency. The firm has extensive experience and great depth of expertise in developing HUD CDBG-DR funding.

1.1.2 Administration

Our administration is a de-centralized format. Following the model of the energy sector, for each project we form specific teams of personnel. This means that, regardless of the nature and conditions of the project, we consistently have sufficient personnel to more than adequately handle needs and workloads.

The System for Award Management (SAM) is a government run site that serves as a central registration point for government contractors, and was designed to streamline the process of both obtaining and procuring federal contracts by integrating the Catalog of Federal Domestic Assistance and all federal procurement systems into one. One of the important features of SAM is that it identifies companies that are excluded from submitting responses to RFPs to governmental bodies. TLC, CDR Maguire, and Ideation are registered with SAM; their registration details are provided in **Appendix B**.

1.1.3 Organization and Firm Staffing

Figure 1 represents the overall organizational structure.

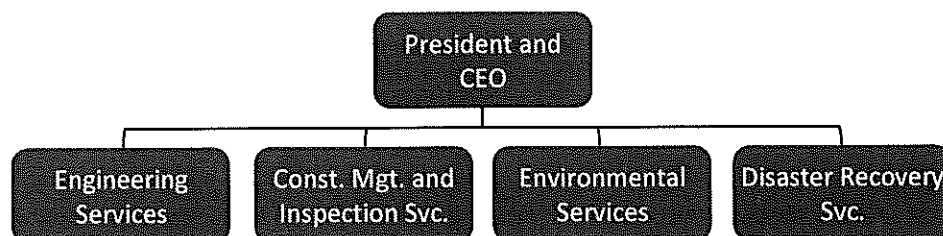


Figure 1: Overall Organizational Structure

Figure 2 represents how the Friendswood project would be organized.

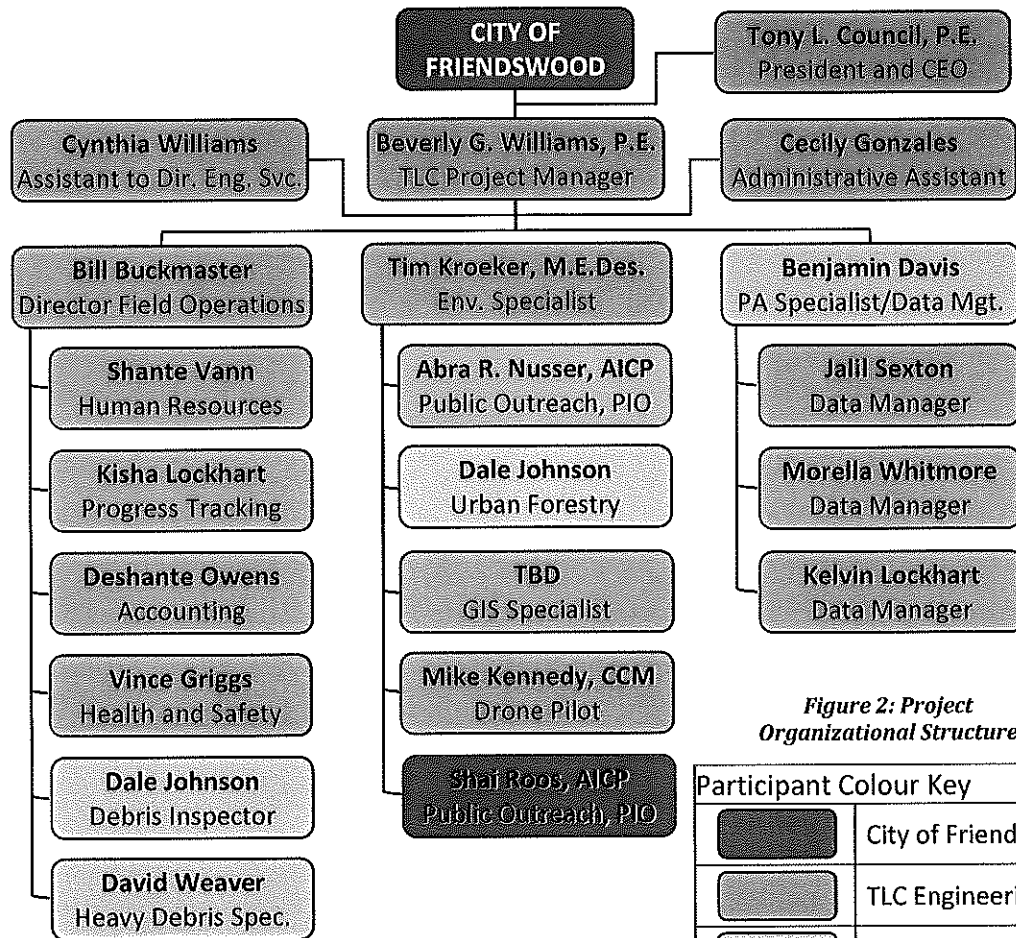


Figure 2: Project Organizational Structure

Participant Colour Key	
	City of Friendswood
	TLC Engineering, Inc.
	CDR Maguire, Inc.
	Ideation Planning, LLC
	Stantec, Inc.

1.2 Necessary Resources

Table 1 provides a semi-exhaustive list of the major resource items that we will be incorporating into our debris removal monitoring services.

Table 1: Semi-Exhaustive List of Major Resource				
Management	Supervision	Known Labor	Transportation	Equipment
1 Principal	1 Supervisor/5 Mon.	1 Monitor/Truck	Personal Transport	Smart Phones
1 Program Manager	1 Field Mgr./5 Super	3 Monitors/DMS		Phone Chargers
1 Project Manager	1 Proj. Insp./5 Super	2 Marine Monitors		PPE ¹
1 Operations Mgr.	1 Sr. Proj. Inspector	1 Sr. PA Specialist		Clip Boards
1 Project Coord.	1 OSHA Manager	1 Waste Mgr. Spc.		Pens/Pencils
1 H.R. Manager	1 Billing/Inv. Mgr.	1 Security/DMS		Highlighters
1 Project Assistant	1 Scheduler	1 Environment SME		Elastic Bands
1 Data Manager		1 FEMA Specialist		Document Forms
		1 HazMat SME		Electronics
		1 Permitting Spc.		Photocopiers

¹ Personal Protective Equipment (i.e. hard hats, reflective vests, gloves, etc.)

Table 1: Semi-Exhaustive List of Major Resource				
Management	Supervision	Known Labor	Transportation	Equipment
		1 Ind. Hygiene Spc.		Printers
		1 Floodplain Coord.		Photocopier Paper
		1 Flood Engineer		In/Out Trays
		1 Senior Engineer		Filing Cabinets
		1 Sr. CDBG-DR Spc.		Storage Bins/Boxes
		1 Sr. IA Specialist		Cameras
		1 Sr. Recov./Mit. Spc.		Tables
				Desks and Chairs
				White Boards
				A/V Equipment
				Power Cords

The following labor demands are not known at this time and will be determined by the nature and extent of the event.

- Aerial Photographer
- Automated Ticket Specialist
- BCA Specialist/Preparedness Consultant
- Billing / Invoice Analyst
- Call Center Staff
- CDBG-DR Consultant
- CDBG-DR Consultant Aide
- Citizen Drop-Off Monitor
- Collection Monitor
- Data Processor
- Data Support Personnel
- GIS Operator/Graphic Designer
- Individual Assistance Consultant
- Individual Assistance Consultant Aide
- Load Ticket Data Entry Clerk
- Public Assistant Consultant
- Public Assistant Consultant Aide
- Residential Monitor
- Schedules / Expenditures (Logistics)
- Senior Technical Specialist

1.3 Key Personnel

The following are the Key Personnel who will be involved in the project. Their resumes are found in **Appendix C**. Resume and other materials in **Appendix C** identify the professional designations, affiliations, certifications, and licenses, etc. of the individual personnel.

- Principal-in-Charge: Tony L. Council, P.E.; President and CEO, TLC Engineering, Inc.
- Program Manager: Beverly G. Williams, P.E.; Director of Engineering Services, TLC Engineering, Inc.
- Project Manager: Benjamin Davis; Program Manager, CDR Maguire, Inc.
- Operations Manager: Bill Buckmaster; Director of Construction Management and Inspection Services, TLC Engineering, Inc.
- Project Coordinator: Tim Kroeker, M.E.Des.; Manager, Environmental Services, TLC Engineering, Inc.
- Public Info. Officer: Abra Nusser, AICP; President and CEO, Ideation Planning, LLC.
- Prop. Grant Manager: Shai Roos, AICP; Senior Grants Manager, Stantec, Inc.

By submission of this response, TLC acknowledges full compliance with required specifications and all terms and conditions, as detailed in the RFP, including requirements for liability insurance. Generic Certificates of Insurance are provided in **Appendix D** and will be replaced upon contract award.

TAB B EXPERIENCE

As the data requested in this section pertains to the overall ability to perform the scope of work expected of our team, these sections are discussed with reference to all team members

2.1 Current Contracts Within a 250-Mile Radius

We currently have two contracts for Debris Removal Monitoring Services within a 250-mile radius of the City of Friendswood. These contracts are:

- City of Houston, Texas
- City of La Marque, Texas

2.2 Percentage Success Rate

We have a 100-percent success rate of adhering to FEMA Public Assistance (PA) regulations. In fact, the reverse is true. For example, after a previous service provider failed to properly document a project we recently won the appeal for St. Louis Metropolitan Sewer District. In another case, FEMA de-obligated a project for lack of proper handling and we were called in and got \$6 million re-obligated in a PW. The full appeals documentation is provided in **Appendix E**. Finally, the Office of Inspector General for the Department of Homeland Security issued a zero-finding audit in Colorado.

2.3 Experience in the Last Five (5) Years/Sixty (60) Months

Table 2: Experience in the Last Five (5) Years/Sixty (60) Months						
Year	Disaster Type	Name	Jurisdiction/Type	Monitoring Assignment	DMS Monitoring Assignment	Final Disposal Monitoring
2017/18	Hurricane	Harvey	Houston, TX - City	Houston, TX - City	Houston, TX - City	Houston, TX - City
2017		Harvey	La Marque, TX - City	La Marque, TX - City	La Marque, TX - City	La Marque, TX - City
2016		Matthew	Florida DEP - State	Florida DEP - State	Florida DEP - State	Florida DEP - State
N/A	Trop. Stms	N/A				
N/A	Tornadoes	N/A				
2016	Floods	Tax Day	Houston, TX - City	Houston, TX - City	Houston, TX - City	Houston, TX - City
2015	Floods	Memorial Day	Houston, TX - City	Houston, TX - City	Houston, TX - City	Houston, TX - City
	Wild Fire	N/A				
2013	Ice Storms	Winter Storm Nemo	Charlestown - City	Charlestown - City	Charlestown - City	Charlestown - City
2015	Other	Severe Storms, Flooding, Landslides, and Mudslides	Larimer, CO - County	Larimer, CO - County	Larimer, CO - County	Larimer, CO - County
2012		Super Storm Sandy	Westerly, RI - City	Westerly, RI - City	Westerly, RI - City	Westerly, RI - City
2012		Super Storm Sandy	Clinton, CT - City	Clinton, CT - City	Clinton, CT - City	Clinton, CT - City

TAB C PROJECT METHODOLOGY

3.1 Methodology

This description of monitoring services is based on the requirements presented in **Section C, Page 2** of RFP 2018-05. However, City of Friendswood, Texas should not consider this description as the limits of the range of services that we can provide the City. Indeed, it is entirely likely that, during contract negotiations, kick-off meetings, planning, and implementation of services, additional, complimenting, and supportive services will be added to our work.

Further, there are certain additional services and enhancements of specified services that our team has identified that we believe strongly, for various reasons, would be in the best interest of City of Friendswood to adopt. Some of these additional services and enhancements of specified services are proprietary and confidential in nature. Notation is made of those services that are proprietary and confidential.

The method and manner of monitoring that our team proposes for this project is a combination of traditional and advanced technology processes. Our rationale for developing this blend is based on FEMA demands and the reality of debris removal monitoring work itself. In sum, they cover all of the terms of the **Scope of Work** in **Section C**.

- a. Gathering, curating, and maintaining all critical documentation to verify that debris operations meet all FEMA Public Assistance policies and guidelines.
- b. Performance representative of a complete understanding of FEMA Public Assistance policies and guidelines
- c. Task production demonstrative of our ability to handle the monitoring of debris removal for all types and sizes of disasters, presidentially declared or otherwise.
- d. Maintaining eligibility of work in accordance with FEMA Public Assistance guidelines, etc.
- e. Measurable capability of providing the full and wide range of services necessary to successfully complete the project, including and in addition to all of those specified in the RFP.
- f. Rapid mobilization.

The Automated Debris Management System (ADMS) that we use makes this Scope of Work readily achievable.

3.1.1 Paper vs. Digital Data

First, the increasing demand for corroborating data means that, because technology is not universally available across the entire spectrum of personnel and equipment of the industry, some documentation can only be delivered via hard copy. As well, to prevent data loss, reports and other documentation must be provided in print media.

Second, the volume and complexity of required data, the speed with which it must be acquired and processed, and the needs associated with cross referencing and searching data make it impossible to rely strictly on print media format. Our methodology has a digital-to-paper ratio of approximately 95:5.

3.2 Sequence

There are four broad phases to implementing a debris removal monitoring program:

1. Normal Operations
2. Increased Preparedness

3. Response
4. Recovery

These four phases are shown in **Figure 3**²

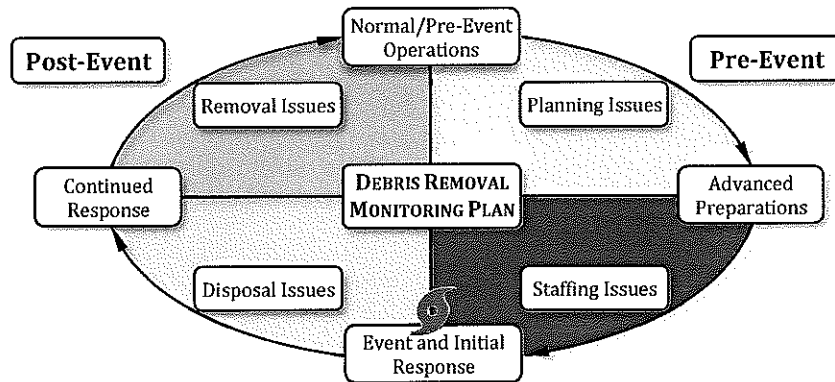


Figure 3: Phases of Debris Recovery Monitoring

Figure 4 takes the schematic in **Figure 3** and breaks it down into separate action areas and items. Various times and durations are given. However, these should not be considered as firm statements. Depending on the type, size, duration, debris field, path, intensity, etc., these periods can lengthen and shorten. For example, Hurricane Harvey made its first landfall on August 25 and went back to sea on August 28. FEMA has recently extended the Hurricane Harvey cleanup program to August 28, 2018.

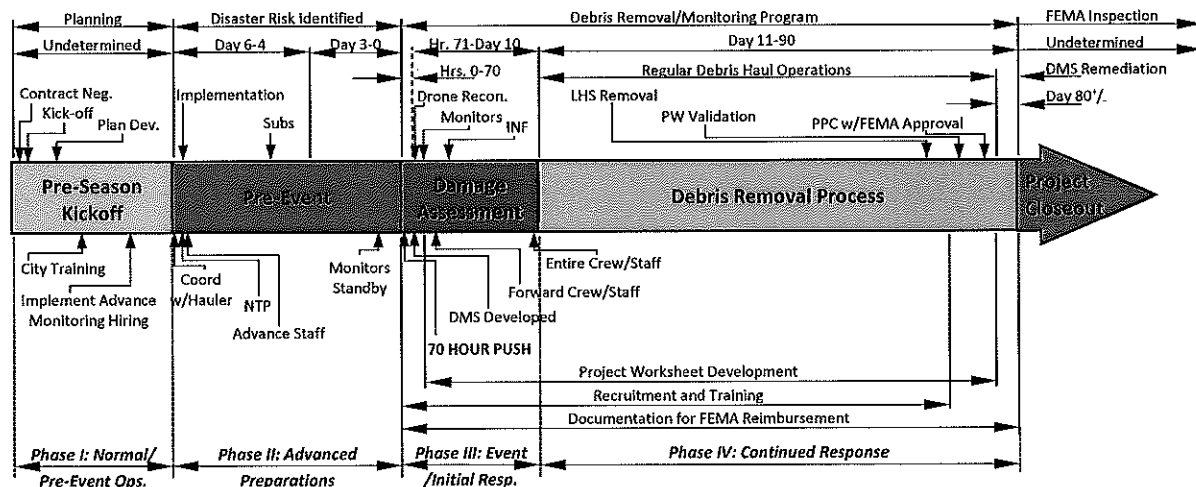


Figure 4: Debris Management Plan Progress

Anticipating that a disaster debris removal project would be completed within 90 days, the work is divided into three (3) stages within which it will be completed.

3.2.1 Stage I: 0-70 Hours After Disaster (Category B Public Assistance)

The first 70 hours is termed "the Emergency Push". This is where the emphasis is on getting the City sitting up, if not back on its feet. Evacuation and emergency access routes need to be cleared and opened so that

² Adapted from Franklin County, MA. Disaster Debris Management Plan and Action Manual, January 1, 2009. (<https://frcog.org/>) (Accessed January 25, 2018).

emergency medical services (EMS), police, and fire crews can tend to life and property saving needs. These are **Category B services** (Emergency Protective Measures) and are usually performed by City, County, and State personnel and equipment resources. We will be in a standby mode during this time so that we are ready for handling whatever needs the City of Friendswood has that we can accommodate.

Windshield surveys to determine preliminary debris/damage estimates need to be undertaken so that the debris removal personnel and equipment can be effectively deployed **Category A services** (Debris Removal).

The City of Friendswood will need to create additional spaces that can be temporary debris storage and reduction sites (TDSRSs) so that debris is handled in complete accordance with FEMA requirements and the City of Friendswood is eligible for a maximum reimbursement. During the project kickoff, our team will work with the City to identify such areas. Certain environmental, social, and economic constraints will dictate where those sites can be located.

We will ensure that we have sufficient monitoring personnel for removal operations that will begin as soon as areas are accessible and the debris hauling contractor has their equipment and personnel in place. For that reason, public outreach begins as soon as the weather has cleared. Many people will be confused with what their immediate actions should be. One serious matter is how and where residents are supposed to sort and put out their debris. Also, the public will need to be advised of what to expect during the removal process.

During this time, our team will meet with the Debris Manager and Debris Hauler to work on the full roll-out of the project. There will be daily, and sometimes hourly, briefings with emergency and other City managers and officials to update progress, discuss issues, and delegate priorities and responsibilities; this is likely to also involve officials from Galveston County which is likely to have been similarly impacted by the event. We will also help the City request disaster declarations.

It is imperative, for the City of Friendswood, to have immediate mobilization of as many recovery activities as possible. During the first 70 hours, FEMA suspends certain requirements, such as for procurement services, and all costs expended during this period are fully reimbursed.

Our team has been involved with hurricanes and other major events so that we are able to provide the consultation that the City will need for restoring conditions through the use of other contractors.

3.2.2 Stage II: 71 Hours-10 Days After Disaster

FEMA only dictates the 70-hour limit, all other time periods are discretionary. They are given as a generalization of estimates. In many cases the second time period lasts several weeks, while the third time period can last many months.

At 71 hours, the project enters a phase of normalization. Crews are no longer working on a time-and-materials basis. If additional contractors are needed, the procurement process must be the same as the process the City of Friendswood would use for any other contract, and must also comply with FEMA policies, requirements, and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, PL 100-707 of 1988 (Stafford Act), as amended.

The second significant change in the transition out of the emergency push is the incoming involvement of FEMA.

Typically, within a week following the event FEMA will schedule and conduct a kickoff meeting where a variety of issues will be discussed. Our team will work with the City to make sure that City officials involved

in the meeting have the materials and data that FEMA will expect to receive. These materials and data will include, but may not be limited to:

- Identification of the City's Debris Manager and provision of their contact information.
- The address and phone number of the Debris Management Center.
- A list of top priority projects, including supporting data.
- An estimate of debris quantities based on your Preliminary Damage Assessments.

A more comprehensive list is available in **Appendix F**.

We will help the City of Friendswood identify the best personnel to attend this meeting and others like it (public works officials, a procurement official, a financial management official, etc.).

For its part, there are certain assurances and data that, during this meeting, our team will make sure that the City requests from FEMA. These will include, but may not be limited to:

- Assurance that FEMA Specialists will be available if the City of Friendswood needs assistance.
- A storm-related debris removal timeline and deadline, which is usually six months but varies with each event.

Beyond these matters, debris removal monitoring functions will remain constant.

3.2.3 Stage III: 11-90 Days After Disaster (and Beyond)

The debris removal monitoring work will continue as a regular course of action. Shortly after the 10th day, City of Friendswood will submit an estimate for how long it anticipates the cleanup work will continue. While the estimate does not need to be precise, it does need to be certain enough that continual revisions are not needed. Meetings and all data/administrative functions will continue as previously.

Although the estimated rule-of-thumb duration of debris removal is ninety (90) days, this is not always possible. Hurricanes Ike and Harvey had and have extended durations. This is one of the matters that will be discussed during the kickoff meeting.

Upon completion of debris removal operations, all TDSRs will need to be brought back to the condition they were in before the debris removal project began. A proper project closeout where FEMA is satisfied the project was a success includes ensuring that TDSRs are properly closed and restored.

3.2.4 Preliminary Debris Assessment

There are various methods for estimating debris volumes.

3.2.4.1 Up/Down Estimation

The initial windshield survey is important for the debris volume estimation. This is not done to get a firm identification, but rather to determine hardest hit areas, and to assist in identifying where crews will focus their first priority.

3.2.4.2 Aerial Estimates (Including by Drone Flight)

Applications where debris estimates based on before and after aerial or satellite photography may be appropriate include:

- Rough estimates that must be developed quickly, such as for a PDA

- Validation or extrapolation of debris estimating information obtained through ground measurements or computer models
- Debris estimates for areas that are difficult to access
- Cases where it is difficult to gain a good perspective on debris quantities from the ground, e.g., estimating the size of very large debris piles at debris management sites

3.2.4.3 Verification of Modeling

At the same time, debris assessors will be looking at the results of models. The planning standard is 5.0 million yd³, which is a generally considered a liberal estimate and meant more for contractual purposes than debris quantification.

Another potential model is from the U.S. Army Corps of Engineers (USACE). USACE emergency management staff developed the modeling methodology by looking at the debris volumes of various hurricanes.

3.2.4.4 Field Quantification

We abide by all recognized FEMA, USACE, and other federal and state guidelines for estimating debris accumulations. FEMA has developed formulas which are the industry standards, widely used and distributed among state emergency management agencies. The formulas take into consideration tree sizes, types of debris, structure sizes and types, land use, vegetation coverage, and the amount of precipitation.

3.3 Monitoring

3.3.1 Truck/Trailer Profile

The ADMS that we use records all of the aforementioned data and loads it in a truck/trailer profile. This profile can be viewed by personnel to verify that the conditions of the truck/trailer that were certified remain through the course of the project. Drivers are notified when they are certified that a spot inspection could occur at any time and modifications that change the appearance, functionality, or capacity will be noted and may be grounds for the truck/trailer to be recertified or banned from further use until modifications have been removed and the truck/trailer is back to the configuration it was on the day it was initially certified.

In extreme cases, drivers are permanently banned from the project.

3.3.2 Equipment Identification

Every truck and trailer, when it is certified, is marked with an adhesive placard that must remain on the truck or trailer through the duration of the project. The placard contains specific identifier information.

The information provided on the placard includes:

- | | |
|---------------------------------------|-------------------------|
| • Truck/Trailer Number | • FEMA Disaster Number |
| • Truck/Trailer Hauling Capacity | • Applicant |
| • Haul Contractor Identification Code | • Bar Code |
| • Haul Sub-Cont. Identification Code | • Debris Classification |

Additionally, images of the truck are collected. These include (but are not limited to):

- | | |
|---|-----------------|
| • Front, Rear, Left Side, Right Side | • License Plate |
| • Load Container | • VIN Plate |
| • Any Special Additions to Increase Load Capacity | |

It is the prerogative of the truck certifier if additional images are needed.

3.3.3 Loading and Tower Monitoring

Our methodology for monitoring closely abides by and conforms to FEMA's policies, standards, and requirements. Beyond supervisory positions, there are two types of monitoring personnel. The first type is the loading monitor. This monitor accompanies the debris hauling truck to ensure compliance with all FEMA policies, standards, and requirements. The second type is the tower monitor who awaits loaded trucks at the TDSRS.

3.3.3.1 Loading Monitors' Tasks and Responsibilities

Our loading monitor training focuses on the three essential responsibilities outlined by FEMA in Public Assistance: Debris Management Guide, FEMA-325 July 2007. They are to gather data on the:

- Type of debris collected,
- Amount of debris collected, and
- Original collection location.

To do this, at each collection point the monitors:

- Complete and physically control load tickets (in monitoring towers and the field),
- Ensure that hazardous waste is not mixed in with loads;
- Report to project manager if improper equipment is mobilized and used,
- Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible,
- Report to project manager if debris removal work does not comply with all local ordinances as well as State and Federal regulations, and
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.

The data for these tasks are collected, reported, managed, and maintained via our ADMS. More data regarding our ADMS is provided in **Appendix J**.

3.3.3.2 Tower Monitors' Tasks and Responsibilities

All training is in compliance with FEMA. The task that tower monitors perform is closing haul tickets that the loading monitors have opened. Tower monitors' job is a critical function and requires workload management skills. Most of the fraudulent activities that debris haul drivers undertake occurs between the loading site and the TDSRS. The range of these actions is wide and varied, from collection of ineligible debris to manipulation of the load. To prevent fraudulent actions on the part of the driver, the tower monitors:

- Ensure that trucks are accurately credited for their load,
- Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed - not compacted),
- Ensure daily loads meet permit requirements, and
- Ensure that all debris is removed from trucks at the TDSRS.

As with loading monitors, data collected by tower monitors is collected, reported, managed, and maintained via our ADMS. More data regarding our ADMS is provided in **Appendix J**.

3.3.3.3 Vegetation

Vegetation monitors have specialized tasks. Vegetation monitors are a select, and typically highly trained and experienced, type of monitors who inventory downed, leaning, and otherwise damaged trees. Their task is to validate hazardous trees, including hanging limbs and trees that are leaning in a dangerous condition. Also, these personnel qualify which stumps are eligible for removal.

3.3.3.4 Marine Activities

Normally, removal and monitoring of marine debris removal is handled through the U.S. Army Corps of Engineers, the U.S. Coast Guard, and the Natural Resources Conservation Service. However, if it can be determined that accumulated marine debris causes an immediate and significant threat to the health and safety of residents and/or properties, FEMA will reimbursement to the applicant. The personnel that provide marine debris removal monitoring have special skills, knowledge, and abilities that ensure that the work is being done in compliance with all policies and regulations.

3.3.3.5 Hazardous Waste (Household and Non-Household)

Household hazardous waste (HHW) refers to hazardous products and materials that are used and disposed of by residential, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Hazardous waste is waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under RCRA. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Regulations pertaining to this waste require special collection, handling, loading, discharge, and ultimate disposal procedures, which include containment protocols. For example, waste such as asbestos must be fully encapsulated during transportation, and certain types of HHW must be kept separate. Our monitors require the haulers abide by these standards of care. If they are violated by the debris hauler, our monitors will note the violations and report them immediately.

3.3.3.6 White Goods and E-Waste

Collection of this type of debris must be handled separately. Handling is done by piece-meal with each item being loaded manually and not grappled. There are further protocols that must be followed upon coming to the TDSRS. Since there can be no intermingling of debris, white goods and e-waste cannot be brought to the same TDSRS as construction and demolition debris, hazardous, heavy or other types of debris. We will place monitors at each of these locations to ensure that all requirements for eligibility are fully enforced.

3.3.3.7 TDSRS Development and Closure

Development of a TDSRS must observe environmental requirements. Among them, placement must consider traffic conditions, surrounding land uses, and light and noise impacts. Furthermore, wetlands, sensitive habitat areas, and aquifer recharge zones are among the sites that cannot be used as TDSRS locations.

Finally, the monitors are responsible for making sure that the debris management contractor has fully and properly returned the various TDSRSs to conditions that are in compliance with environmental requirements. When the project is complete each TDSRS is required to be returned to pre-event conditions.

To ensure that TDSRSs are compliant, FEMA personnel will examine each site. It is our responsibility to require the debris removal contractor to meet the restoration standards of FEMA.

3.3.3.8 Communications with Debris Removal and Hauling Contractor Workforce

Except for when the truck is being certified, checked at the TDSRS, or the loading monitor is producing the ticket, there is no communication between the monitors and the debris removal and hauling contractor workforce. The exception would be a casual conversation. All official business is handled through official lines of communication.

3.4 Documentation and Recordkeeping Practices

The data that we generate is extremely precise. The categories of data that monitors complete is comprehensive. **Appendix G** lists the types of data we collect.

The reimbursement for every load of every project is supported by all of this data. Therefore, while there may be several data managers and other support staff looking at and working with the data, regardless of who performs the work, the presentation of the data and all report documents will be fully consistent. The sample forms in *Appendix D* of Public Assistance: Debris Management Guide, FEMA-325 July 2007 will not be used in paper form. However, all of the same data – and more – is provided by our ADMS.

3.4.1 Data Collection

Data collection occurs in two ways. First, most data are generated electronically and are in near real-time. Any data generated in the field regarding the debris hauling, TDSRS operations, or any other aspect of the process is electronic.

Paper data is also generated. This pertains to ticket copies that the drivers use to submit their invoices. Also, any data having to do with certain types of internal operations is generated on paper. The approximate ratio of electronic to paper data is roughly 95/5.

3.4.2 Data Assimilation/Integration

Data assimilation is handled through the software used to collect the data. All fresh data is inventoried and will be used to compare against new data, in order to get a complete understanding of the trajectory of the project.

3.4.3 Assembling the Data Necessary to Prepare Status Reports

All debris data necessary to produce reports of any kind is assembled by the software. Data management personnel will program the reports to be run, but all processes of compilation are electronic.

3.4.4 Database Management

Database management is a function of the data management personnel. Data is constantly monitored to verify that the project is meeting production and other goals.

3.4.5 Daily Reports

Our reports make clarification and transparency of the data obvious to any City of Friendswood or other official, and substantially reduces the opportunity of fraudulent actions on the part of any personnel in the project.

Appendix J lists the data that is collected by the ADMS pertaining to debris hauling and reported on a daily basis to the client. This is not all the data that would be collected and reported. Already types and volumes of debris are recorded. In addition to this data, the ADMS also monitors debris that is brought to community collection sites. Later into the project, similar reports will be generated to reflect reduced debris to disposal and other final destinations. Again, every movement is tracked by GPS and mapped to show where various developments occur. Therefore, daily reports will contain, at a minimum, the following information.

Types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:

- Contractor
- Municipal forced labor
- TDSRS
- Community drop off sites
- Disposal sites
- Locations where debris/waste was collected (or 100% cleared)
- GIS based maps that indicate the overall status of debris/waste removal operations

Finally, the daily reports will be reconciliations of our in-house data and the debris hauling contractor. Flawed reports generally occur because of an innocent error. Our ADMS prevents such errors becoming issues. Each day after the work has concluded our data managers go through all of the data to review the hauling contractor's time and materials summaries, load ticket submittals, and invoices. A report is generated and issued to the hauling contractor. It identifies errors, issues adjustments, and produces an invoice for the City

3.4.6 Employment of GIS Mapping, use of GPS, and Other Means of Documenting

We produce zone and sector maps through GIS technology. They are used to keep track of where crews have been, and areas still needing debris removal. The maps are necessary for later in a project when some routes may be into a second round, while some are still on a first round, or when the debris removal project moves into collection of white goods and other debris.

Every authorized stop that a driver makes is tracked by GPS coordinates. It is also clocked. Therefore, at any time we can look up any truck in the hauling fleet and determine whether that driver is following approved practices or potentially attempted to defraud the program.

3.5 Mobilization

3.5.1 Mobilization Rates

As previously, and otherwise, indicated, our team will meet, and strive very diligently to beat, City of Friendswood's expectations for mobilization of personnel. **Table 2** presents the approximate mobilization and staff contingency rates that we provide our clients. Our team will coordinate with the City for determining what types and severities of events would comprise the categories of the event.

Table 3: Schedule of Mobilization Responses									
Mobilization Times	Category of Event				Mobilization Times	Category of Event			
	1&2	3	4	5		1&2	3	4	5
Within 12 hours	25%	25%	25%	25%	Within 48 hours	100%	75%	80%	85%
Within 24 hours	50%	30%	30%	30%	Within 72 hours		80%	90%	90%
Within 36 hours	75%	50%	50%	60%	Within 96 hours		100%	100%	100%

3.5.2 First 24 Hours

Per the mobilization times in **Table 2**, the need to have personnel to establish an operations base within the first 24 hours is not a problematic requirement for our team.

TLC operates with a materials control system that is adaptable to all project environments. We have included the Motor Vehicle Registration Form to illustrate our extent of control. The form is found in **Appendix H**. Other forms are available and will be implemented after the contract between the City of Friendswood and TLC has been negotiated and agreement on it has been established.

Per the mobilization times in **Table 2**, the need to have personnel to provide a fully mobilized operation within the first 48 hours is not a problematic requirement for our team. Indeed, with advanced hiring and other practices (including a standing database of more than 400 debris monitors and Public Assistance (PA) specialists) we will have the following thresholds satisfied nearly as soon as we receive a notification to action.

- Monitor a minimum of 30 debris loading sites.
- Monitor operations at Temporary Debris Staging/Storage and Reduction Sites (TDSRS).
- Monitor dumping operations at disposal sites.
- Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.

3.5.3 Meetings and Coordination Actions

The frequency of scheduled meetings and other coordination actions will change over the course of the project. At the kickoff point, coordination will occur frequently as meetings with the City of Friendswood and other personnel are arranged. After the kickoff meeting, there will be some coordination on the development of the overall debris removal monitoring program. This coordination will occur by email, phone calls, text messages, or in person. Often the coordination will be in terms of whether the developing plan is sufficient for the City's needs. The goal of this stage is to negotiate a program that meets all of the needs of the City and is as efficient as possible. Once the program is completed there will be a final handoff meeting wherein the City of Friendswood receives the complete and final program.

This, we all hope, will be followed by a long stillness of meetings and coordination, except for period calls for clarification and other routine matters that would be characterized as naturally occurring between client and service provider.

In the event that a progressive or sudden event becomes a viable potential or occurs, the frequency of coordination will increase commensurate with the nature and concern of the event.

If we are deployed there will be meetings and other coordination leading up to, during, and after the event in order to make sure everything needed to stage a successful monitoring project is in place and functioning.

During the course of the cleanup effort meetings will happen as needed to make sure everyone is fully informed of the progress of the project. The frequency and nature of these meetings will be to the scale of the need. We will work with the City of Friendswood during the kickoff stage to determine what types and frequency of meetings is appropriate for the level of the impact and response.

Coordination will also occur through reporting. The intervals of the following types of reports will be available to the City of Friendswood at the discretion of senior personnel. One of the **competitive advantages** that we have over other, sometimes larger companies, is that the software that we use to record

load tickets and all other types of activities is fully available to City personnel at near real-time rates. City personnel, therefore, provided there is an internet or wi-fi connection, can get all the data that we accumulate whenever they want and/or where ever they want. The following is a series of standard reports that we will generate and provide the City of Friendswood.

- Daily reports
- Daily scheduling of various personnel
- Uploaded and recorded load tickets
- Amounts of debris collected per zone, the number of trucks running per zone, and the number of monitors per zone.
- Safety reports including the number of incidents per zone and corrective action recommendations.
- Identification of special needs.
- Weekly reports
 - Weekly summaries of the daily reports
 - Forecasts for the following week
- Monthly summary reports (as needed)

If additional reporting is needed, or specific reports to satisfy unique City of Friendswood needs, we will develop such reports and provide such data readily.

3.6 Human Resources

3.6.1 Minimum Employment Requirements and Availability of Additional Resources

The minimum requirements for monitor hires are:

- Reliable access to a reliably working vehicle,
- Minimum 18 years of age,
- Vehicle insurance on the vehicle they will be using
- A valid driver's license,
- A working cell smart phone, and

All applicants must be able to:

- Clearly communicate verbally and in writing,
- Work 12-hour days, seven days per week,
- Conduct themselves with respect to others
- Follow directions,
- Fill out paperwork without error,
- Dress appropriately,

Other personnel that will be recruiting will have mostly office duties. While it is preferable to have all personnel able to access personal motor vehicle transportation it is understood that for some people who would otherwise make excellent candidates this requirement eliminates an employment opportunity in which they would easily excel.

The TLC human resources policy has, since the company began, functioned on an as-needed hiring basis. Our president and CEO came from the oil and gas sector where staffing for projects is the standard practice. We are not concerned for, and anticipate, seeing fluctuations in the personnel numbers; it is a core hiring principle in disaster recovery work.

Turnover of monitoring staff is a constant and consistent reality. It is one of the reasons that a healthy supply of deployable personnel is needed, regardless of whether the Debris Manager feels that certain personnel should be released. As noted elsewhere, our recruitment is supported by our Public Information Officer who has direct experience in disaster recovery work at the municipal level. She will be routinely issuing notices to newspapers, community groups, and other pools of labor reminding the public that assistance is constantly needed.

3.6.2 Personal Protective Equipment

We view worker safety at every level, in every capacity, as a primary responsibility for all other personnel. Personal protective equipment (PPE) is a large part of this perspective, and personnel are routinely reminded and trained to take this seriously and properly wear proper PPE.

3.6.3 Basic Accommodations

We maintain close awareness of industry trends. Technological advancements have enabled debris removal monitoring to be extremely accurate. Indeed, full and proper use of our ADMS makes fraudulent, wasteful, and abusive handling of debris very difficult. Overall, the industry is moving in this direction. While we make every attempt to provide our personnel the materials and equipment they need, the cost of supplying smart phone technology to every monitor is quickly cost prohibitive at the compensation rates that our clientele renders. Therefore, to approximate supply of communications as much as possible, we provide an addition stipend to help pay for data and/or call minute usage.

We also do not provide transportation to the monitors and other field personnel. Their work and responsibilities are transient, sporadic, and can cover large areas of territory. We have closely examined providing ground transportation but coordinating such an effort in an efficient and effective manner would create enormous logistical and fiscal barriers to implementation.

We hire locally for most of our personnel needs. Therefore, we require lodging only for senior project personnel. Meals and other costs are borne by the monitors. As with transportation, we have studied meal plans and other systems. We have found that the logistical problems associated with providing meals over a wide geographical area for varied and diverse palettes and dietary needs exceeds what can be feasibly provided.

Our team fully understands and accepts that our supervisory personnel will be wholly responsible for support of our operations and resolving conflicts within the scope of, or in any way associated with, those operations.

3.6.4 Labor Coordination

Our team fully understands and accepts that upon activation of the contract, we will need to immediately contact the City of Friendswood's Debris Manager to coordinate workforce assignments. It is standard practice to establish debris management zones within the affected area. Zones and sectors make it possible to assign monitors in a manner consistent with the debris removal operations.

3.6.5 Training

Upon notice of award, we will train select individuals to conduct training classes for local hires. These classes will also be open to City of Friendswood staff. Additional training will be scheduled for City staff, which will include grant administration policy to insure appropriate and responsive interface with field debris collection contractors' and appropriate agencies.

A coordination session will be conducted with the operations managers, field supervisors and subcontractors to be sure that operations will run smoothly and that there is a clear understanding of roles, responsibilities, and standard procedures.

All monitors and truck certifiers will be trained initially by the operations managers and field supervisors. After operations have begun, a training schedule will allow rotation of training staff. Our safety manager will

participate in all training sessions and review the Debris Collection and Management Site Hazard Analysis (FEMA 325), as well as TLC's safety and health policy, with all personnel.

3.6.6 Identification

All employees and sub-contractors will be required to wear identification at all times. **Appendix I** includes an illustration of what the badges look like. For debris recovery monitors, the badges will have the name and contact information of the project coordinator as well as a coordinator or other staff member of the City of Friendswood. By having both numbers anyone wishing to confirm the authorization of the worker has two official numbers.

In addition to badges, we will also issue a letter to each worker. It will be printed on double letter head (City of Friendswood and TLC) and will go into more detail of what the worker is doing for the project. A copy of the proposed letter is available in **Appendix I**.

Local police departments and other security personnel will be made aware of the official identification to reduce the chance of false identity and criminal activity. A copy of the hang tag is available in **Appendix I**.

3.7 Office Space

Our team fully understands and accepts that we will be wholly responsible for providing temporary office space and other facilities as necessary to carry out the scope of the work and to support our workforce.

3.8 Workforce Planning Standards

Our ADMS is used for the complete project from certifying trucks/trailers to providing all necessary documentation for FEMA reimbursement funding requests. This keeps a very high level of accuracy and overall quality control. The following points give a high-altitude illustration of the ADMS. Detailed information is provided in **Appendix J**.

1. **A single device system** (No Printer needed) for Field monitors. Only a smart phone or tablet, in combination with pre-printed tickets, is required. Rather than use printers, which are subject to many points of failure in the field, monitors are provided pre-printed haul tickets that are extremely simple to use and extremely secure from fraudulent use. The mechanical and technical risks associated with a 2-device system (which includes a printer and a mobile device for each field monitor) come with a significant chance of failure while in the field. Failures in the field associated with printers are completely avoided while increasing fraud prevention and detection by using the TM-ADMS.
2. **Multi-User System** which enables all personnel across the entire debris removal monitoring to use the same software without needing to migrate (and potential) lose data across non-compatible platforms.
3. **A robust mobile application system**, which only needs to connect to networks once a day (or even less) to support regular tracking of a wide variety of ADMS data points.
4. **A comprehensive ADMS** that tracks the entire process and not just the haul tickets.
5. **An enterprise-class reporting system** that allows TLC to run a wide variety of report types at any point in time to see the project's current status, current expenses, etc.

6. **A multi-faceted anti-fraud technology** that is designed to detect multiple types of fraud in multiple different ways.
7. **A complete mobile and back office software system** that addresses the entire spectrum of data collection required in a professional debris removal project, not just haul tickets.

3.9 Combined Effort, Unique Capabilities

The following discussion is of the high-points of our ADMS and how it sustains top level production capability. As with any other type of complex operation, a high-quality debris removal monitoring operation relies on and requires a wide range of disciplines. Each one of the disciplines overlaps others, to some extent, but they each have unique properties that produce needs for specific tasks. These disciplines have daily interaction with the ADMS for the sake of data generation. Data management personnel use the ADMS' data tracking and management functions.

3.9.1 Debris Removal Monitoring Administration

3.9.1.1 Project Administration

First, all data that is generated is captured in more than one media. Standard types are digital, image, sketch, and narrative. The project administration's use of the ADMS is to make sure that logistical needs are accommodated. These people are looking for personnel and equipment data, so that they are properly report operations to the client. They are also looking for signs that fraudulent and other unacceptable behavior is not occurring.

3.9.1.2 Financial Administrator

The mobile app allows our financial administrator to capture, on behalf of our client, all payment terms agreed on between the individual debris removal contractors and the client. This data is then used to develop reports that cannot be questioned by the debris removal contractor. The data generation is so accurate and detailed that the invoice reconciliation during the process and at final closure is nothing more than running a report.

3.9.1.3 Reconnaissance Team Administration

The Reconnaissance Team Administrator will use the data to track and record the process of handling special debris types. This includes leaners, hangers, and stumps (LHS); vehicle, vessel, and marine (VVM) debris; and white goods, e-goods debris, and household hazardous wastes. The administration oversees the team make-up of each type of debris reconnaissance. Of these unique types of debris, LHS and VVM requires special knowledge. The administration monitors these teams to ensure that only skilled and qualified personnel are selected for these tasks.

3.9.1.4 Safety Supervision

Safety supervision is the only area of operations that can halt production. Because debris removal, without observance and compliance with proper safety protocol, can be a dangerous job the safety supervisor will be looking for, calling out, and noting and violations of proper best practices. This will apply to monitors, trucks, drivers, crew, and LHS and VVM debris operations. To ensure that we are automatically made aware of any type of safety policy violation, by either our monitoring personnel or debris collection contractor personnel, the ADMS is set up to issue a report whenever the Safety Supervisor makes note of an incident.

3.9.2 Field Personnel

3.9.2.1 Truck Certifiers

Debris hauling capacity is a mission critical element of the debris removal process. Our personnel must be able to accurately determine the load of each truck. FEMA's requirement is the calculate capacity to the nearest foot. We find this to be insufficient. First, our ADMS allows measurement to the nearest inch. This then enables us to make a far more accurate assessment of capacity because it allows measurement of features of the truck or trailer that consume space. When debris-hauling dump containers are constructed, manufacturers include various plates and other such features that strengthen the unit. They are typically less than two (2) inches wide, by four (4) inches long, by four (4) inches tall. They may also have chamfers at the base of the unit for additional rigidity. These also are measured in inches. In other words, if measured to the nearest foot, they are too small to be deducted from the haul capacity. However, when certifying a truck in this way the hauler could illegitimately increase capacity because it is too difficult to quantify the deduction. Conversely, some of these containers use a corrugated design. If the capacity is measured along the inside edge of the container wall, the operator stands to lose significant capacity. Our ADMS eliminates all of these inaccuracies.

The ADMS that we use has space for multiple images, notes, descriptions, and other unique modifiers to calculate accurate capacity.

3.9.2.2 Debris Loading Monitors

Debris monitors typically, but not exclusively, observe construction and demolition debris. In some cases, a debris monitor will handle several different types of debris in a single shift. With most ADMS programs this creates a significant problem because the debris haul tickets and other systems only allow one type of debris per unit. This means that if debris types change the monitoring company must either deploy a different device or have the monitor record the load manually. Both methods are problematic because deploying the ADMS takes time and manual recording enters the possibility of error.

Our ADMS allows monitors to jump between all types of debris so that no time is lost and no errors are permitted. Our clients tend to like that.

Also, other ADMS programs allow inconsistencies of time and location data. Our ADMS automatically logs the field monitor's unique device ID, date, time, and GPS.

3.9.2.3 Tower Monitors

Tower monitors validate the load, by confirming the loading monitor's estimates and validating eligibility of debris. As with the loading monitor, the Tower Monitor's device logs their ID, date, time and GPS location.

While the tower monitoring is a basically straightforward process it becomes very challenging when the project involves numerous trucks entering at a rapid pace. It becomes more difficult when the TDSRS is a communal location shared by multiple jurisdictions, with monitors from several companies on the same tower. To eliminate this potential issue, the tower monitor will photograph each truck as it enters the TDSRS and then will photograph each truck as it leaves the TDSRS. When invoices are reconciled we will determine whether the tower call was accurate.

An additional benefit of photographing the trucks is further elimination of opportunities for fraudulent actions by modifying the truck. Unfortunately, it is not uncommon for drivers to modify their trucks for certification and then remove the modifications to make the truck appear loaded more than it is. During the

invoice justification process each truck's attributes for capacity are checked. This catches fraudulent billing that, if found out be FEMA or the OIG, could cause the City of Friendswood significant fiscal problems years after the project is complete.

3.9.2.4 LHS and VVM Reconnaissance Team Leaders

FEMA may not approve removal of some LHS and VVM debris. Nevertheless, the removal of the debris may be necessary for the City of Friendswood to move forward in recovery. Our ADMS system has functions that separate out FEMA eligible and jurisdictionally required LHS and VVM debris. Once the data has been generated into these subcategories, the ADMS actively calculates the values associated with each group of debris.

3.9.2.5 LHS Extraction and VVM Monitors

The LHS and VVM monitors have functions in the ADMS that are specific to the types of debris removal they are overseeing. Some of the debris will be FEMA eligible, while some will be required by the jurisdiction but ineligible for FEMA reimbursement. As the monitors work through the ADMS, the system will prompt them to determine the types and other characteristics of the debris, and actively distinguish and record separately for each item.

3.10 Additional Services

3.10.1 Housing

Our team has had experience in all areas of disaster recovery work, including emergency and temporary housing (ETH). We have provided numerous services in this regard from hauling and installing and managing inventories of mobile and trailer ETHs, to inspections of housing structural conditions. As a company, TLC is currently providing the Texas General Land Office (GLO) with construction management on a region-wide basis for residential reconstruction following Hurricane Harvey.

3.10.2 Industrial Hygiene and Mold

According to Quartz, a digital news outlet for business, "the US Environmental Protection Agency (EPA) says that at least 40 of the 1,219 wastewater treatment centers in the area surrounding Houston are temporarily out of commission in the aftermath of Hurricane Harvey" (Katherine Ellen Foley, 09/13/2017, <https://qz.com>); and, Foley reported that, "Scientists from Rice University, Baylor College of Medicine, and the Houston Health Department in Texas worked with the Times to find contamination in flooded homes as high as 135 times the level considered safe." We have industrial hygienists who can go into homes to determine if individuals are in danger of contracting a deadly virus.

Mold is a rapidly developing fungus that thrives in dark, warm, damp locations. Once it begins it can proliferate throughout a home, largely unseen and undetected, in the span of 24 hours. Mold spores can cause a wide range of serious illnesses. We have specialists that can inspect structures to determine the extent of mold and other bacteria in public and private structures to verify health concerns.

3.10.3 Community Development Block Grants for Disaster Recovery

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grants for Disaster Recovery (CDBG-DR) program was established to assist communities and individuals recover from disasters. However, these grants typically become available some time after the event. Our team includes

Stantec, Inc. ("Stantec") which is a firm well established in applying for and managing grants of many types, including CDBG-DR.

The personnel provided for the project by Stantec has much experience with developing and managing grant applications and resultant work.

TAB D PRICING AND FEES**4.1 Breakdown of Potential Costs**

All hourly rates are provided in the Hourly Rate Sheet provided in **Attachment II**. We do not add fees additional to the rates listed on the Hourly Rate Sheet. Training, travel, per diem and other costs are absorbed in the hourly rates and the multiplier that TLC uses.

Further, we do not require funding for office floor space or any costs associated with implementing and operating Homeowner Assistance Centers, Operations Centers, or other spaces used for administrative services.

4.1.1 Basis of Pricing and Fees

The pricing and fees provided in this proposal are established on two principles. First, these wages are based on Bureau of Labor similar wage categories. For example, there is no category for “Debris Site/Tower Monitor”. However, BL Code 43-4071 “File Clerks” approximates the same major tasks.

Second, the rates consider “living wage” standards, as calculated by Massachusetts Institute of Technology, which, for a dual income family with three children, is approximately fifty-seven (57%) percent higher than the standard minimum wage. This is an important consideration for the City of Friendswood further into the project, the gravity of which was shown last year immediately after Hurricane Harvey. TLC is a first responder for the City of Houston in debris removal monitoring. Deployment of an effective number of monitors was delayed more than two weeks because debris haul rates were too low to attract the number of trucks needed. The contracts in Florida following Hurricane Irma were much more lucrative and drivers resisted Houston, while haul contractors had enough business to forfeit the losses. Further, once trucks started rolling it was very difficult to keep crews because of Hurricane Maria. Indeed, some smaller communities were not completely clear of all debris before their trucks left for Florida.

This second principle is likely to increase in frequency. Due to climatic and other conditions, storms are getting stronger, impacting a wider spatial distribution, developing higher storm surges, and occurring more frequently with lingering inundation lasting longer. In the future, the rates for labor compensation will escalate as the competition for labor intensifies.

4.1.2 Most Favorable Pricing

By submitting a response to this RFP, we guarantee to the City that the prices reflected in this proposal are no higher than those charged to our most favored customer for the same or substantially similar service.

4.2 Fee Schedule for Additional Services

The rate sheet in **Attachment II** includes various positions that, over the course of the recovery, will periodically become important. The RFP requests rates for Public Assistance (PA) personnel. Some of the additional positions will be needed as the PA process proceeds, while other positions are needed for debris removal monitoring tasks and to create better value for the City of Friendswood.

TABLE REFERENCES**5.1 TLC Engineering, Inc.**

Name:	Charlene Warren-Todaro	Organization:	City of La Marque, Texas
Position:	City Secretary		
Phone:	(409) 938-9925	Fax:	
Project:	Hurricane Harvey		
FEMA No.:	DR-4332	Dates: From:	September 2017 To: November 2017
Tasks:	Debris Removal Monitoring		

Name:	Harry Hayes	Organization:	City of Houston
Position:	Director, Solid Waste Management		
Phone:	(832) 393-0454	Fax:	
Project:	Hurricane Harvey		
FEMA No.:	DR-4332	Dates: From:	September 2018 To: On-Going (Aug. 2018 est.)
Tasks:	Debris Removal Monitoring		

Name:	Harry Hayes	Organization:	City of Houston
Position:	Director, Solid Waste Management		
Phone:	(832) 393-0454	Fax:	
Project:	Severe Storms and Flooding		
FEMA No.:	DR-4269	Dates: From:	April 2016 To: December 2016
Tasks:	Debris Removal Monitoring		

Name:	Harry Hayes	Organization:	City of Houston
Position:	Director, Solid Waste Management		
Phone:	(832) 393-0454	Fax:	
Project:	Severe Storms, Tornadoes, Straight-line Winds, and Flooding		
FEMA No.:	DR-4223	Dates: From:	To:
Tasks:	Debris Removal Monitoring		

5.2 CDR Maguire, Inc.

Name:	Scott Woolam	Organization:	Florida Dept. of Environmental
Position:	Senior Program Analyst Division of Lands		
Phone:	(850) 245-2806	Fax:	
Project:	Hurricane Matthew		
FEMA No.:	DR-4283	Dates: From:	To:
Tasks:	Waterway Debris Removal Monitoring and Project Management		

Name:	Steven Gillette	Organization:	Larimer County
Position:	Solid Waste Director		
Phone:	(970) 498-5760	Fax:	
Project:	Severe Storms, Flooding, Landslides and Mudslides		
FEMA No.:	DR-4145	Dates: From:	September 2013 To: On-going (PA process)
Tasks:	Debris Removal Monitoring and Public Assistance		

CITY OF LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



October 2, 2017

To Whom It May Concern:

I am writing on the behalf of the City of La Marque and myself to recommend the services of TLC Engineering, Inc. Although we have been working with the firm a brief time, we are extremely pleased with the delivery of service provided thus far. TLC's experience and expertise with our Debris Monitoring has been beyond beneficial to the City of La Marque. Their team is highly responsive to our needs and requests and are an excellent fit for our community.

We look forward to working with TLC Engineering on other projects in the future. If you have any questions, please feel free to contact me.

Sincerely,

Charlene Todaro Warren
Assistant to the City Manager/
Emergency Management Coordinator
c.todaro@cityoflamarque.org



TAB F CONFLICT OF INTEREST

A Conflict of Interest Questionnaire (CIQ) form is included as requested. The CIQ form is located on the following page.

Please note that we have received and read, and are aware of, the public disclosure requirements of Chapter 176 of the Texas Local Government Code. Our company, leadership, and personnel have no affiliations and business and financial relationships with City of Friendswood officers or any personnel thereof, such that they would constitute a CIQ or that would prevent us from properly and fully executing all aspects of an agreement with the City of Friendswood to undertake debris removal monitoring services. Also, please note that neither our company, nor its leadership and personnel have any relationship with any City of Friendswood officers or personnel, such that leadership and/or personnel of either party would receive any financial or other benefit beyond that which would be stated in the terms of the agreement between TLC and the City of Friendswood.

Further, upon award of the contract we will immediately file a Form 1295 (Certificate of Interested Parties) (CIP), a sample of which is provided following the CIQ, with the Texas Ethics Commission.

Attachment I: Mandatory Forms



CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.



ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

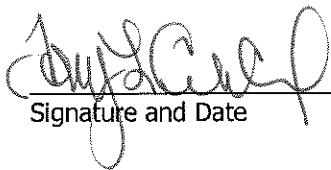
 03/18/2018
Signature and Date

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.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



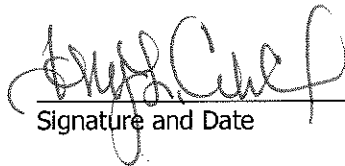


3. ACCESS TO RECORDS AND REPORTS

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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

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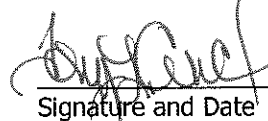
4. EQUAL EMPLOYMENT OPPORTUNITY

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."

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

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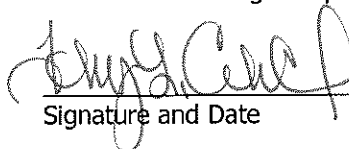
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

Tony L. Council, P.E.; Pres. & CEO

Printed name of Signatory

 03/18/2018

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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)

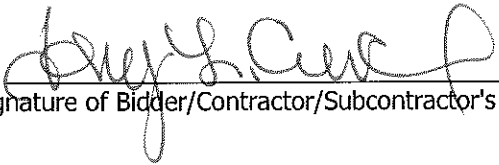
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, Tony L. Council, P.E., Pres. & CEO, 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 18th day of March, 2018

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

Tony L. Council, P.E.
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 BID PACKAGE

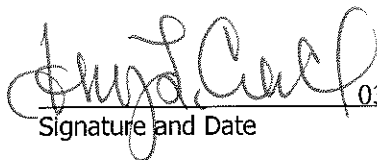


8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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.

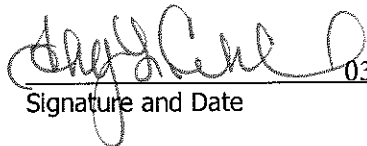
Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
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.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

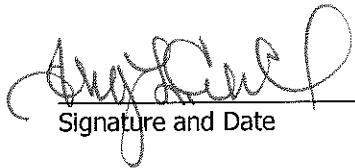
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10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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>.

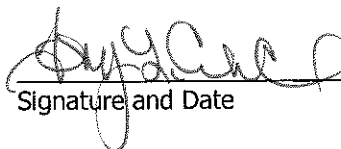
Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
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.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

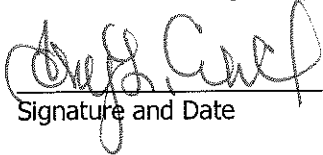
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12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

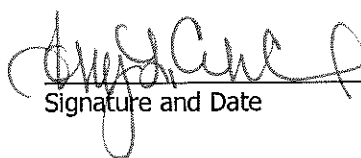
Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Tony L. Council, P.E.; Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Tony L. Council, P.E., Pres. & CEO
Printed Name of Signatory

 03/18/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

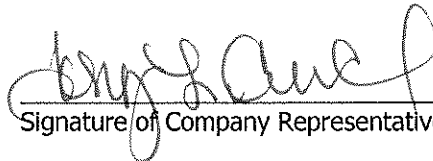
I, Tony L. Council, P.E. (Person name), the undersigned representative
of (Company or Business name) TLC Engineering, Inc.
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being
duly sworn by the undersigned notary, do hereby depose and verify under oath that the company
named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

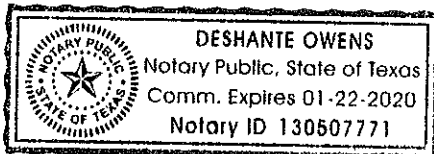
1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.*

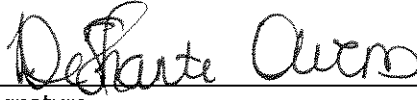
March 18, 2018
Date


Signature of Company Representative

On this the 18th day of March, 2018, personally appeared
Tony L. Council, P.E.; Pres. & CEO, the above-named person, who after by me being duly
sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




Signature
03/20/18
Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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



Signature of Authorized Official on behalf of Vendor

Tony L. Council, P.E.; President and CEO

Name and Title of Authorized Official on behalf of Vendor

TLC Engineering, Inc.

Name of Vendor

March 18, 2018

Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

Attachment II: Hourly Rate Sheet

HOURLY RATE SHEET

POSITIONS	HOURLY RATES
Senior Program Manager	\$ 122.14
Project Manager	\$ 74.40
Operations Manager	\$ 52.50
Field Manager	\$ 46.92
Field Supervisor	\$ 45.46
Field Monitor	\$ 30.38
Debris Site / Tower Monitor	\$ 32.66
Load Ticket Data Entry Clerk	\$ 27.11
Collection Monitor	\$ 30.38
Citizen Drop-Off Monitor	\$ 30.38
Billing / Invoice Manger	\$ 45.46
Billing / Invoice Analyst	\$ 27.11
Project Inspector	\$ 34.26
Project Assistant	\$ 27.11
Field Coordinator (Crew Monitor)	\$ 32.66
Senior Project Inspector	\$ 45.46
Waste Management Specialist	\$ 45.46
Senior Public Assistance – Grant Management Consultant	\$ 52.70
Principal In Charge	\$ 139.50
Public Assistant Consultant	\$ 49.60
Public Assistant Consultant Aide	\$ 27.11
Project Coordinator	\$ 32.66
Debris Site Security	\$ 30.38
Safety Manager	\$ 45.46
Data Manager	\$ 45.46
Data Support Personnel	\$ 27.11
Marine Debris Monitor	\$ 34.26
Schedules / Expenditures (Logistics)	\$ 34.26
Environmental Specialist	\$ 45.46
Project Inspector	\$ 34.26
Residential Monitor	\$ 30.38
Automated Ticket Specialist	\$ 30.38
Aerial Photographer	\$ 34.26
FEMA Specialist	\$ 49.60
Administration Assistant	\$ 27.11
Call Center Staff	\$ 27.11
Senior Technical Specialist	\$ 45.46
Fire / HAZMAT Subject Matter Expert / Trainer	\$ 45.46
OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.	
Permitting Specialist	\$ 45.46
Preliminary Debris/Damage	\$ 32.66
Cost Estimator	\$ 46.50

OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.
(continued)

BCA Specialist/Preparedness Consultant	\$ 52.70
Data Processor	\$ 24.01
GIS Operator/Graphic Designer	\$ 40.70
Human Resources Manager	\$ 45.46
Asbestos Containing Material/Lead/Mold/Industrial Hygiene Supervisor	\$ 58.90
Senior CDBG-DR – Grant Management Consultant	\$ 45.46
CDBG-DR Consultant	\$ 34.26
CDBG-DR Consultant Aide	\$ 27.11
Senior Individual Assistance – Grant Management Consultant	\$ 45.46
Individual Assistance Consultant	\$ 34.26
Individual Assistance Consultant Aide	\$ 27.11
Flood Engineer	\$ 62.00
Floodplain Coordinator	\$ 52.70
Senior Engineer	\$ 62.00
Recovery/Mitigation Coordinator	\$ 52.70

These rates are based on the U.S. Bureau of Labor May 2016 State Occupational Employment and Wage Estimates for the State of Texas.



Appendix A: Historically Underutilized Business Certifications



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the CITY OF HOUSTON (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760445812900
File/Vendor Number:	26296
Approval Date:	12-DEC-2017
Scheduled Expiration Date:	31-DEC-2020

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

TLC ENGINEERING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 09-FEB-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Metropolitan Transit Authority of Harris County, Texas
Office of Small Business hereby duly affirms that:

TLC Engineering, Inc.

has successfully met the established requirements of METRO's
Small Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

Certified NAICS Codes:

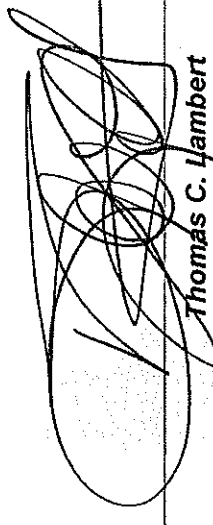
NAICS-236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS-488490: STREET CLEANING SERVICE
NAICS-541330: ENGINEERING SERVICES

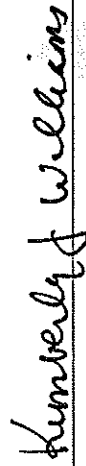
Certification Number: 6102072001

Effective Date: March 28, 2016

Expiration Date: March 28, 2019




Thomas C. Lambert
President & Chief Executive Officer



Kimberly J. Williams, J.D.
Deputy Chief Procurement Officer
Office of Procurement

Note: This certificate is the property of the Metropolitan Transit Authority of Harris County's Office of Small Business and may be revoked should the above named firm graduate from or fails to comply with METRO's Small Business Enterprise Program. Recertification is required every three years.

THIS CERTIFIES THAT

TLC Engineering, Inc.



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541330; 541340; 541350; 541370; 236220; 237110; 238890; 238990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/21/2017

Issued Date

HS03432

Certificate Number

Joset Wright-Lacy

Joset B. Wright-Lacy

Ingrid M. Robinson

Expiration Date

Ingrid M. Robinson, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

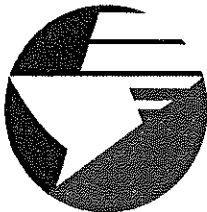
TLC Engineering, Inc.

is registered as a

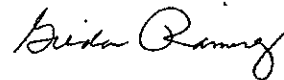
Small Business Enterprise

Effective Date: 01/10/2018

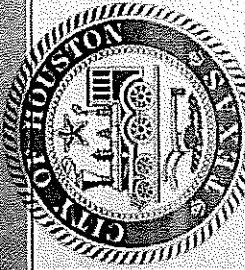
Expiration Date: 03/28/2019



PORT HOUSTON™



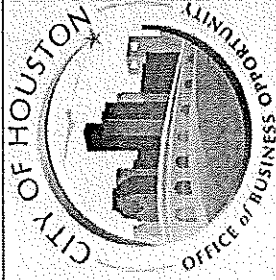
Senior Director
Small Business & Maritime Education



CITY OF HOUSTON

Office of Business Opportunity

Sylvester Turner,
Mayor



TLC Engineering, Inc.

is duly certified as a

Small Business Enterprise (SBE)

Certified Categories:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 488490: STREET CLEANING SERVICE
NAICS 541330: ENGINEERING SERVICES

Certification Number: 17-12-8339S

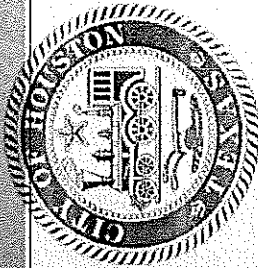
Certification Review Date:

December 31, 2020

Carlecia D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



TLC Engineering, Inc.

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 488490: STREET CLEANING SERVICE
NAICS 541330: ENGINEERING SERVICES

Certification Number: 17-12-8339

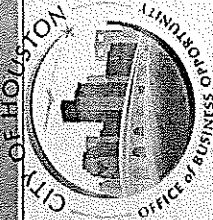
Certification Review Date:

December 31, 2020

Carlecia D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

TLC Engineering, Inc.



is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 488490: STREET CLEANING SERVICE
NAICS 541330: ENGINEERING SERVICES

Certification Number: 17-12-8339

Anniversary Date:

December 31, 2018

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

Appendix B: System for Award Management (SAM) Reports

System for Award Management Report

SAM Search Results			
List of records matching your search for:			
Record Status: Active			
CAGE Code: 3TUV0			
Functional Area: Entity Management, Performance Information			
ENTITY	TLC Engineering, Inc.		Status: Active
DUNS:	030-369-933	+4:	CAGE Code: 3TUV0 DoDAAC:
Expiration Date:	May 23, 2018	Has Active Exclusion:	No Debt Subject to Offset?: No
Address: 8204 Westglen Drive		State/Province: TEXAS	
City: Houston		Country: UNITED STATES	
ZIP Code: 77063-6308			

Last Updated By:	Billy Buckmaster	Active Exclusion Records:	No
Initial Registration:	04/08/2004	Exclusion Type:	N/A
Activation Date:	03/23/2017	Excluding Agency:	N/A
Expiration Date:	03/23/2018	Purpose of Registration:	All Awards

SAM Search Results			
List of records matching your search for:			
Record Status: Active			
CAGE Code: 4U088			
Functional Area: Entity Management, Performance Information			
ENTITY	CDR Maguire, Inc.		Status: Active
DUNS:	097-451-520	+4:	CAGE Code: 4U088 DoDAAC:
Expiration Date:	August 15, 2018	Has Active Exclusion:	No Debt Subject to Offset?: No
Address: 8669 NW 36 th Street, Suite 340		State/Province: FLORIDA	
City: Miami		Country: UNITED STATES	
ZIP Code: 33166-6698			

Last Updated By:	Bethany Duart	Active Exclusion Records:	No
Initial Registration:	02/08/2002	Exclusion Type:	N/A
Activation Date:	08/15/2017	Excluding Agency:	N/A
Expiration Date:	08/15/2018	Purpose of Registration:	All Awards

SAM Search Results List of records matching your search for: Record Status: Active CAGE Code: 7NY09 Functional Area: Entity Management, Performance Information			
ENTITY	Ideation Planning, LLC.		Status: Active
DUNS:	080307774	+4:	CAGE Code: 7NY09 DoDAAC:
Expiration Date:	May 8, 2018	Has Active Exclusion:	No Debt Subject to Offset?: No
Address: 613 Mesa Drive City: Euless ZIP Code: 76040-4841		State/Province: TEXAS Country: UNITED STATES	

Last Updated By:	<u>Abra Nusser</u>	Active Exclusion Records:	<u>No</u>
Initial Registration:	<u>07/26/2016</u>	Exclusion Type:	<u>N/A</u>
Activation Date:	<u>05/08/2017</u>	Excluding Agency:	<u>N/A</u>
Expiration Date:	<u>05/08/2018</u>	Purpose of Registration:	<u>All Awards</u>

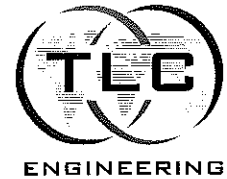
SAM Search Results List of records matching your search for: Record Status: Active CAGE Code: 0VLP3 Functional Area: Entity Management, Performance Information			
ENTITY	Stantec Consulting Services Inc.		Status: Active
DUNS:	143623978	+4:	CAGE Code: 0VLP3 DoDAAC:
Expiration Date:	10/11/2018	Has Active Exclusion:	No Debt Subject to Offset?:
Address: 8211 S 48TH ST City: PHOENIX ZIP Code: 85044-5355		State/Province: ARIZONA Country: UNITED STATES	

Last Updated By:	<u>Lori Van Dermark</u>	Active Exclusion Records:	<u>No</u>
Initial Registration:	<u>11/28/2012</u>	Exclusion Type:	<u>N/A</u>
Activation Date:	<u>10/11/2017</u>	Excluding Agency:	<u>N/A</u>
Expiration Date:	<u>10/11/2018</u>	Purpose of Registration:	<u>All Awards</u>

Appendix C: Key Personnel Resumes

Tony L. Council, P.E.

PRESIDENT



QUALIFICATIONS

With more than 30 years of engineering and project management experience, Mr. Council is uniquely qualified to assess, understand, and creatively address the full spectrum of project challenges. As the owner of TLC Engineering, he brings a talented pool of professionals to each project, and provides skill in developing cost estimates, design, installation,

construction management, and commissioning facilities. His management and analytical skills are recognized in the industry and validated by appointments to the Coastal Water Authority Board of Directors and to the Co-Chairmanship of Houston Mayor Sylvester Turner's Transition Team Public Works Committee, among many others.

PROFESSIONAL EXPERIENCE

Holman Street Pedestrian Enhancements,

Houston, TX, 2015

Project Lead

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalk, curbs, lighting, landscaping and other amenities.

Midtown Superblock Parking Garage

Houston, TX, 2015

Principle Lead

Construction management and inspection services for the parking structure, as well as concrete and steel testing, for a complex project with the parking facility beneath a 3-acre park and adjoining residential mid-rise building.

Historic Dowling Street Reconstruction

Houston, TX, 2015

Principle Lead

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, street lights, streetscape, pedestrian amenities, and storm sewers.

City of Houston Open Ditch Project

Houston, TX, 2013

Principle Lead

Field mapping of storm water utility assets focusing on roadside ditches along 1,800 miles of roads within the City of Houston.

REGISTRATION

**Texas Board of
Professional Engineers,**
License No. 77730

COMMUNITY PARTICIPATION

Greater Houston Partnership

Board of Directors

Greater Houston Black Chamber of Commerce

Board of Directors

Boy Scouts of America, Sam

Houston Chapter

Board of Directors

Coastal Water Authority,

Houston, Texas,

Board of Directors

HONORS AND PROFESSIONAL MEMBERSHIPS

American Society of Mechanical Engineers

Vice President

Pi Tau Sigma Honorary Engineering Fraternity,

Vice President

Internal Hydro International, Inc.

Board of Directors

Greater Sooner Holdings, LLC, Board of Directors

EDUCATION

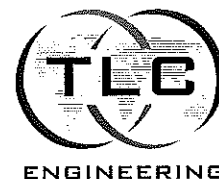
North Carolina A&T State University,

Greensboro, NC

Bachelor of Science in
Mechanical Engineering

1978

OTHER PROFESSIONAL EXPERIENCE



Shreveport Rail Extension

Shreveport, LA, 2013

Principle

Design services for both the Riverline and Bentler Rail Improvements Projects.

IAH Chilled Water Pipeline System

Houston, TX, 2011

Principle Lead

Construction management, inspection services, and traffic control for the dual 40-inch chilled water pipeline system at Houston Intercontinental Airport. The project encompassed constructibility reviews, site logistics, storm water pollution prevention planning, permitting, document control, AQ/AC inspections, weld mapping, structural and concrete inspections, and coordination of concrete testing.

Southwest Water Treatment Plant

Houston, TX

Project Manager

Project manager handling design for installation of new mechanically and one manual bar screens in existing effluent channel. Gave oversight of preparation of structural drawings depicting support system for screening, wash/dewatering conveyors and collection system and details for constructing a bypass around existing bar screens. TLC prepared memorandums summarizing the results of the concrete evaluation and developed a design for constructing a new corrosion resistant lining for the influent channels that would restore potentially damaged concrete and project for future corrosion.

Shreveport Rail Extension

Shreveport, LA

Provided design services for two projects, the Riverline and Bentler Rail Improvements Projects for the CADD0/ Bossier Port Commission in Shreveport, Louisiana

Coastal Water Authority (CWA)

Houston, TX

Mr. Council serves as 1st Vice President on the Board of Directors for the Coastal Water Authority appointed by the former mayor(s) Mr. Bill White and Ms. Annise Parker of Houston. Mr. Council also serves as the Chairman of the Professional Engineering Selection Committee which manages the bidding and awards of major contracts. Responsibilities include supervision and approval of budgets for capital improvement projects, maintenance projects, and operating expenditures. Presently handling \$400 million Luce Bayou Project which incorporates dual 94 inch pipelines, a 500 million gallons per day pump station and 30 miles of canals to provide water to the city of Houston's growing population.

Chevron Corporation

Houston, TX

Project Manager

Project manager (MEI) handling cost estimating and scheduling for myriad of pipeline and facilities projects in chevrons gulf coast region. This included the \$140 million filing for the \$40 million chandelier pipeline and compressor system.

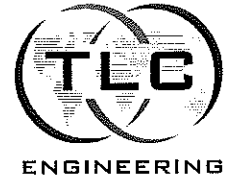
Pasca Goula Refinery Detention Pond and Water Line

Prepared estimates, design and oversight for installation of dual 30-inch water supply/ return lines for refinery process tower.

Chacahoula Salt Water Disposal Line

Design and coordination of installation of 3 miles of 16-inch salt water disposal pipeline at Chevron Chacahoula compressor station.

OTHER PROFESSIONAL EXPERIENCE

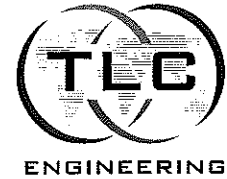


Duke Energy Feed-water Pipeline

Route selection, cost estimating budget preparation, and design of 30-inch fresh water pipeline to feed Duke Power Plant in Temple, Texas. Pipeline Energy required a raw water supply pipeline from still house hollow lake.

BEVERLY G. WILLIAMS, P.E.

DIRECTOR OF ENGINEERING SERVICES



QUALIFICATIONS



Ms. Williams, P.E. has dual degrees in Architecture and Civil Engineering, combined with decades of professional experience, which have provided her the skills needed to successfully execute project and program management, business development, infrastructure design, and master plan development. Ms. Williams, P.E. has successfully implemented complex assignments in disaster recovery resulting from Hurricanes Katrina, Rita, Ike, and Henry.

PROFESSIONAL EXPERIENCE

Debris Monitoring Services- Hurricane Ike

Houston, TX, 2015

Project Manager

In the aftermath of Hurricane Ike, TLC provided approximately 500 site monitors and truck certifiers to assist the Beck Disaster Recovery (BDR) firm with clearing and removing storm-related debris for the City of Houston and surrounding areas, including but not limited to the City of Galveston, Brazoria County, and Harris County. TLC was able to place approximately 500 TLC staff were on the ground within 7 days of Hurricane Ike. TLC headquarters served as the initial staging and training facility and served as BDR's resource (warehouse) facility for the City of Houston, Harris County, and surrounding cities affected by Ike. Ms. Williams served as Project Manager.

FEMA Houston Disaster Housing Inspections

Houston, TX

Project for Construction Management & Inspections

TLC provided and managed certified homes inspections in part of FEMA Houston Disaster Housing Assistance Program (DHAP). TLC provided an independent team of professionals to work with the applicants who are seeking reconsideration within FEMA's appeal process, and applicants rely on the government to consider all related documentation, specifications, and other items submitted for review.

Disaster Environmental Review Services

Houston, TX

TLC Engineering, Inc. (TLC) was awarded a contract with Texas Department of Rural Affairs (TDRA), now administered by Texas General Land Office (GLO) to provide environmental reviews related to disaster recovery projects throughout the State of Texas including along the Gulf coast line. TLC coordinates with the Grantee, Grant Administrator, Design Engineer, PMC and GLO in completing its environmental review responsibilities. TLC is responsible for submitting complete work products including environmental documentation, mapping and associated technical reports; coordinating with engineers, communities, state agencies; and publishing notices of projects in local paper as part of the public involvement process.

REGISTRATION

Texas Board of Professional Engineers,

License No. 105483 **Virginia**

Board of Professional

Engineers

License No. 0402 369799

Tennessee Board of

Professional Engineers

License No. 100463

CERTIFICATION

OSHA

501 & 511

COMMUNITY PARTICIPATION

Diaspora African Forum

Accra Ghana,

Board Member

EDUCATION

Tennessee State University,

Nashville, TN

Bachelor of Science

Architectural and Civil

Engineering

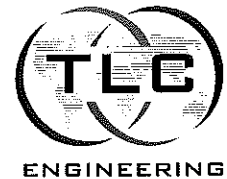
1983

Masters Courses

1984

Timothy Kroeker, M.E. Des.

**MANAGER, ENVIRONMENTAL
SERVICES DEPARTMENT**



QUALIFICATIONS

Mr. Kroeker is responsible for managing TLC Engineering disaster recovery projects, hazardous materials assessments, and environmental planning. With more than 15 years of experience in the field, his expertise encompasses a broad range of technical practice areas, including environmental planning for road and infrastructure projects, as well as land

development for both the public and private sectors. In addition, he is skilled in conducting and managing field studies and assessments, data gathering and interpretation, preparing comprehensive reports, and coordinating the specialists required for complex environmental reviews. His familiarity with the needs of public agencies, including the U.S. Army Corps of Engineers, the Texas Department of Transportation, the Texas Water Development Board, the U.S. Department of Housing and Urban Development, the Texas General Land Office, the City of Houston, and both Harris and Fort Bend Counties provides a clients with critical knowledge and improved efficiency.

PROFESSIONAL EXPERIENCE

Houston Storm Recovery

Houston, TX, 2015 and 2016

Environmental Specialist

Responsible for recruiting, training, clerical support, field supervision, debris monitoring, and physical plant operations for the recovery efforts throughout Houston resulting from heavy rains.

Blue Water Highway Emergency Restoration and Ultimate Retetment

Brazoria County, TX (Completed – 2010)

The landfall of Hurricane Ike in 2008 caused extensive damage to Gulf coastal areas within Brazoria County, including CR 257 (Blue Water Highway). A study for the emergency reconstruction of CR 257 was undertaken. The need for the immediate reconstruction was two-fold. 1) Allow people safely back into the area to reconstruct their homes, businesses, and lives. 2) The road is the only direct link between Surfside Beach and Galveston and is heavily used by private and commercial traffic originating in the coastal towns of Freeport, Clute, and Lake Jackson, as well as Surfside Beach.

Storm Sewers and Outfall Construction

Friendswood, TX, 2011

Environmental Specialist

Responsible for all aspects of the construction of a replacement storm sewer main and outfalls into Clear and Cowart Creeks, including coordinating and participating in field work and document research and preparation. Successfully executed the project while protecting the integrity of an historic cemetery adjacent to a portion of the sewer line.

REGISTRATION

**Texas Department of
Transportation**

No. 12177 TxDOT Recertified in 1.1.1,
1.3.1,1.4.1, 2.12.1

**COMMUNITY
PARTICIPATION**

Volunteer

Houston Livestock Show and Rodeo

EDUCATION

University of Calgary

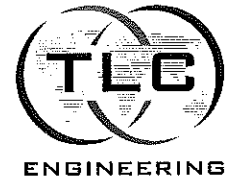
Faculty of Environmental Design,
Calgary, Alberta Master of
Environmental Design in Urban
Planning

University College

of the Fraser Valley,
Abbotsford, British Columbia
Bachelor of Arts in Geography
(Urban Studies) and English

Bill Buckmaster

SENIOR CONSTRUCTION PROJECT MANAGER



QUALIFICATIONS

In his role as Senior Construction Project Manager, Mr. Buckmaster manages the Construction Management and Inspection functions for TLC Engineering projects. Exceptional leadership skills enable him to inspire his teams with the energy to achieve successful results, and to create strategies and solutions that reduce costs, improve efficiencies, support organizational goals, and

maximize technology investment. His accomplishments in defining, building and optimizing infrastructure plans and operations are well known within the industry.

PROFESSIONAL EXPERIENCE

Construction Manager

Hurricane Katrina

MS, Texas, 2005

Mr. Buckmaster's career in disaster recovery started on September 29, 2005 with the arrival of Hurricane Katrina to the East coast. He relocated Buckmaster Construction from Shawnee Oklahoma to Menge Mississippi. Where he began with installing FEMA travel trailer along the East Coast under Beck Disaster Recovery. He also coordinated the installation of approximately 180 travel Trailers, included in the installation, was set up, leveling of the trailer, Plumbing, temporary power poles, and final inspection by FEMA and the Corp of Engineers until the completion of the project. Hurricane Rita, Texas, 2005. nMr. Buckmaster was hired by McDonald Mobil Homes who was contracted under CH2MHILL to do installs of temporary Housing units. He managed all aspects of the installation process from delivery to installation completion. Setting all units per FEMA specifications, including HVAC, plumbing and temporary power pole installation. Coordinating all inspections with FEMA and the Corp of Engineers to completion for sign off of temporary housing unit.

Hurricane IKE

Texas, 2008-2009

Mr. Buckmaster was contracted to BTE Global Services under CH2MHILL as a Project Manager/ Construction Manager on this project. He managed all aspects of the project, starting with the permit process, working closely with the townships to ensure all required permits were pulled per FEMA specifications. As well as managing all aspects of the project, from permitting to managing the installation of the units, including all utilities, HVAC systems, stairs, required ADA ramps, to the signing over to the client. Overseeing all safety and Quality aspects of the project to ensure all protocols have been followed.

CERTIFICATIONS

Metro Track Safety Training

Industrial Maintenance

Technology

Industrial Electricity

HAZWOPER

ISO 100 and ISO 200

Government Clearance

**Confined Space Entrant,
Attendant, Rescue**

EDUCATION

Rose State College,

Midwest City, OK

Bachelor of Science in
Construction Management



CDR MAGUIRE

Benjamin Davis
Program Manager

PROFESSIONAL PROFILE

Davis currently serves as an Associate Project Manager for Boulder County, CO. In his current role, he is in charge of working closely with FEMA and the State to ensure all projects are properly versioned while capturing the detailed scope changes for all Category C- Road & Bridge PW's. As of now, the total estimate for the projects he is overseeing is \$120 million. Mr. Davis has worked closely with clients to assist with their Public Assistant program to include grant management, hazard mitigation planning, CDBG and NRCS.

REPRESENTATIVE EXPERIENCE

Associate Project Manager, DR-4145-CO, Boulder County, 11/2016-Present

- Leads the CDR Maguire team in the Scope and Version process for all Category C PW's for Boulder County, CO
- Writes 406 Hazardous Mitigation Proposals for the Category C PW's to ensure resiliency is captured on every site where feasible
- Leads CDR Maguire's team as they support Rowlett, Texas recovery from the December 2015 tornado

Project Manager, DR-4255-TX, City of Rowlett, 01/2016 – Present

- Leads CDR Maguire's team as they support Rowlett, Texas recovery from the December 2015 tornado
- Supports Project Worksheet development, processing, and management
- Provides debris management subject matter expertise

Associate Project Manager, DR-4145-CO, Larimer County, CO, 12/2013 – 12/2016

- Assisted client with cost recovery associated with federally declared declaration 4145 Colorado severe storms, floods, landslides and mudslides
- Worked closely with FEMA to ensure PW's captured all eligible funds available.
- Wrote PW's for all categories of work and developed Hazardous Mitigation Proposals in order to make damaged sites more resilient
- Focused on educating the applicant on the FEMA PA program
- Assisted Larimer County, Colorado in the development of FEMA Local Hazard Mitigation Plans
- Oversaw the formulation of all PW's for Larimer County
- Directly responsible for the versioning of Project Worksheets
- Managed all projects accepted in the FEMA Pilot Alternate Alternative Program

YEARS OF EXPERIENCE

11 years

EDUCATION

B.S., History, Minor In Political Science.
University Of West Alabama, Livingston, AL

TECHNICAL EXPERTISE

- 24hr Hazpower Certificate
- IS-630: Introduction to the Public Assistance Process
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-632: Introduction to Debris Operations
- IS-292: Disaster Basics
- IS-100: Introduction to Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-393: Introduction to Hazard Mitigation
- IS-235: Emergency Planning
- IS-276 "Benefit Cost Analysis



CDR MAGUIRE

Benjamin Davis
Program Manager

Project Specialist/Public Assistance Coordinator, DR-4138
Florida Department of Emergency Management, 08/2013 – 11/ 2013

- Worked directly with County entities in Holmes and Washington County in Florida to insure that they received the exact amount they were entitled from FEMA
- Worked with FEMA on site visits and assisted in writing PW's for damages from the severe rain and flooding event
- Worked closely with FEMA to ensure all State agencies specifically FDOT PW's were written to FDOT codes and standards
- Assisted in educating the applicant on the PA process and made sure their documentation was in order to go with each PW
- Gained experience as a PAC in Washington County reviewed PW's before they were entered into EMMIE
- Worked closely with FEMA PAC to ensure all issues were addressed in a timely manner and applicant was kept up to date on all issue

Project Specialist/Project Officer, DR-4068/4084- FL,
Florida Department of Emergency Management, 07/2012 - 08/2013

- Worked directly with County's and PNP's throughout the Florida Pan Handle that applied for the FEMA Public Assistance program after TS Debby and Hurricane Isaac
- Worked with FEMA on State agencies PW's to get FDOT reimbursed from Tropical Storm recovery efforts
- Worked with applicants to insure that all documentation was accurate and in proper format in order to seek reimbursement from FEMA
- Assisted in educating the applicants on the PA process and worked closely with my FEMA counterpart to make sure the applicants received exactly what they were entitled
- Wrote PW's for small projects in County's affected by T.S. Debby and Hurricane Isaac
- During Hurricane Isaac I began to work on close-outs for the State of Florida, while still performing my duties as a Project Officer
- Assisted in collecting all documentation needed to close out County entities throughout the pan handle of Florida

Field Material Coordinator/Mississippi Field Manager/Staging Lead, AL
Deep Water Horizon MC-252 BP Oil Spill
BP/Kevcomp Inc, 06/2010 - 03/2011

- As Field Material Coordinator, coordinated the export and import of equipment and material used in the oil spill clean-up in Mississippi
- In charge of sourcing material, goods, and services to insure BP was getting a fair price. I also, negotiated contracts with rental companies and sourced other services and material to insure BP was getting normal contract rates.
- Managed several of BP contractors and made sure they worked safely and were trained properly to perform their daily task
- As Mississippi Field Manager, managed, trained, and did scheduling for all of the personnel within the Resource Division
- Kept an accurate inventory of all the equipment and material used for the clean-up efforts for the oil spill
- Managed 7 staging yards throughout the state and insured Operations had the equipment needed for the clean-up efforts
- Oversaw the demobilization of equipment and personnel for the MC-252 Response in Mississippi



- As a Staging Lead, responsible for keeping an accurate account of the entire equipment and material inventory
- Managed, trained, and did scheduling for all of the personnel under the Resources umbrella in the (ICS) Incident Command System in Jackson County
- Worked with Logistics to insure equipment and material was exported/imported as needed for the clean-up efforts throughout the MC-252 Response

Disaster Debris Specialist/Site Visit Coordinator
3/2009 - 06/2009

Texas Hurricane Ike (DR-1791)
Neel Schaffer- Galveston, Texas

- As Disaster Debris Specialist, worked on quantifying eligible debris for FEMA Project Worksheets
- Documented and quantified debris sites throughout Galveston to assist in formulating FEMA Debris PW's
- Worked with a team of FEMA, State and Local staff for Galveston, TX developing cost estimates for Project Worksheets
- Reviewed CEF's to ensure all cost estimates contained all eligible cost
- Worked closely with insurance companies to determine FEMA eligibility for Category E PW's

Disaster Relief Inspector/Sr. Debris Monitor Trainer
12/2008 - 03/2009

Vermont Severe Winter Storm (DR-1816)
Neel Schaffer- Vermont

- As Disaster Relief Inspector, worked on quantifying eligible debris for FEMA Project Worksheets
- Oversaw training every debris monitors on FEMA policy, procedure, and eligibility
- Worked closely with debris hauler and applicants staff to administer the PPDR program
- Provided applicant with training on FEMA Policy and Procedure for debris operations
- Created and developed daily debris update template for applicant, FEMA and the State

Disaster Relief Inspector/Safety and Quality Control Inspector/Debris Monitor, DR-1604-MS
Neel Schaffer, 04/2006 - 01/2009

- Part of a three-member inspection team consisting of FEMA and MEMA representatives and myself. As a team we developed a system to effectively conduct initial inspections throughout Jackson County in Mississippi.
- Charged with the responsibility of putting together our daily routes and making appointments with property owners to inform them when we were coming to inspect their property
- Kept up with all the paper work and communicated to the property owner what was eligible and ineligible to be removed according to FEMA guidelines
- Inspected each property making sure all debris, hanger and leaners, trees were removed that were marked and stumps were cut and marked properly.
- Ensured that the homeowner was completely satisfied with the removal of trees from their property and that no damage occurred during the process
- Managed over 50 debris monitors and did scheduling for all the monitors working in Jackson County, MS



- As the Safety and Quality Control Inspector, I Inspected debris moved to the right of way by homeowners and businesses to determine whether debris was eligible for removal according to FEMA guidelines
- Set appointments with homeowners to answer questions about eligibility of material before they moved it to the right of way
- Followed up behind work crews to ensure that no damage had occurred to the streets or sidewalks where contractors were performing work. If damage had occurred I reported and documented the issue.
- As a Debris Monitor, Supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- Determined whether debris was eligible or ineligible to be removed from the Right of way. While always maintaining safety standards while on ROW
- Supervised the removal of debris off of private property in Jackson County. Communicated with the homeowners on a daily bases before and after the debris was removed from their property.
- Received asbestos training in order to supervise the demolition of homes and businesses in Jackson County. Ensured that each home or business was demolished according to FEMA guidelines and EPA regulations and safety standards.
- Before the crews could begin cleaning up the debris in Gautier, MS, I measured and validated the trucks being used in the disaster recovery process. Being sure that every truck was measured precisely and the proper paper work was filled out correctly

**Debris Monitor, DR-1604-MS,
Global Employment/FEMA, 11/2005 – 3/2006**

- As a Debris Monitor, supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- Supervised the removal of debris from private property in Jackson County, MS. Communicated with homeowners on a daily basis before and after debris was removed from their property. Explaining to them what was eligible or ineligible for removal according to FEMA rules and guidelines.
- Went through a 2-week training on Debris Monitoring before I began work as a Debris Monitor in Mississippi



Abra Nusser, AICP

President & CEO



Abra Nusser has over 15 years of experience in government and law-related fields, and over 10 years of experience in city planning. She is a certified planner with the American Institute of Certified Planners (AICP) and is currently serving as Director-Elect for the Midwest Texas Section of the American Planning Association and Conference Engagement Coordinator for the Texas Chapter of the American Planning Association. Her planning experience covers multiple facets including, but not limited to: community engagement, public relations and marketing, regulatory mechanisms and ordinances, comprehensive planning, neighborhood planning, corridor/mobility planning, small area/sector planning, development review and entitlements, historic preservation, and grant writing. She is a public speaker on community engagement, innovation districts, development review, leadership, and land use planning for gas wells and pipelines.

Education

The University of Texas at Dallas
Master of Public Affairs (MPA)

The University of Texas at Dallas
Graduate Certificate in Local Government Management

The University of Texas at Dallas
Graduate Certificate in City Planning

Texas State University
Bachelor of Arts (BA), Political Science (w/ Criminal Justice)

Certifications

AICP (American Institute of Certified Planners, American Planning Association, License 025822)

EDWOSB (Economically Disadvantaged Woman Owned Small Business, SAM.gov, DUNS No. 080307774)

WOB (Woman Owned Business, SAM.gov, DUNS No. 080307774)

WOSB (Woman Owned Small Business, SAM.gov, DUNS No. 080307774)

TX HUB (Historically Underutilized Business, Texas Comptroller)

DBE (Disadvantaged Business Enterprise, NCTRCA)

WBE (Woman-Owned Business Enterprise, NCTRCA)

SBE (Small Business Enterprise, NCTRCA)

Selected Experience

East Side Comprehensive Plan, City of Farmers Branch, La Terra as Prime

Denton Plan 2030, City of Denton, Texas, Comprehensive Plan*

Destination Colleyville, City of Colleyville, Texas, Comprehensive Plan*

Coppell Parks and Recreation Master Plan, City of Coppell, La Terra as Prime

Desoto Parks and Recreation Master Plan, Heath Parks and Recreation Master Plan, and Rowlett Parks and Recreation Master Plan (in progress), La Terra as Prime

Various Planning and Process Assessment-related Initiatives, Town of Westlake

Food Truck Strategy and Regulations, City of Farmers Branch

Copperas Cove Transportation Master Plan, City of Copperas Cove, (in progress) LAN Inc. as Prime

Colleyville Neighborhood Council, Colleyville, Texas, Engagement and Organization Initiatives

Various Neighborhood Planning and Organization Efforts, Cities of Garland, Denton, and Colleyville*

Development Entitlements, Developers in McKinney, Lewisville, and Garland, Texas

Various Code Amendment and Development Process Initiatives, Cities of McKinney, Denton, and Colleyville*

** Work performed prior to formation of Ideation Planning, LLC.*

Abra Nusser Statement of Qualifications Cut Sheet

Snippets:

Years Experience:

15 in government and law-related fields

10+ in city planning

Education:

- The University of Texas at Dallas
Master of Public Affairs (MPA)
- The University of Texas at Dallas
Graduate Certificate in Local Government Management
- The University of Texas at Dallas
Graduate Certificate in City Planning
- Texas State University
Bachelor of Arts (BA), Political Science (w/ Criminal Justice)

Certifications and Registrations:

- AICP (American Institute of Certified Planners, American Planning Association, License 025822)
- EDWOSB (Economically Disadvantaged Woman Owned Small Business, SAM.gov, DUNS No. 080307774)
- WOB (Woman Owned Business, SAM.gov, DUNS No. 080307774)
- WOSB (Woman Owned Small Business, SAM.gov, DUNS No. 080307774)
- TX HUB (Historically Underutilized Business, Texas Comptroller)
- DBE (Disadvantaged Business Enterprise, NCTRCA)
- WBE (Woman-Owned Business Enterprise, NCTRCA)
- SBE (Small Business Enterprise, NCTRCA)

Affiliations:

American Planning Association

American Planning Association – Texas Chapter

Midwest Texas Section – American Planning Association (Director-Elect)

Selected Representative Experience:

- *Coppell Parks and Recreation Master Plan*, City of Coppell, La Terra as Prime
- *East Side Comprehensive Plan*, City of Farmers Branch, La Terra as Prime
- *Desoto Parks and Recreation Master Plan, Heath Parks and Recreation Master Plan, and Rowlett Parks and Recreation Master Plan* (in progress), La Terra as Prime
- *Copperas Cove Transportation Master Plan*, City of Copperas Cove, (in progress) LAN Inc. as Prime

- Various Planning and Process Assessment-related Initiatives, Town of Westlake (Ongoing)
- Colleyville Neighborhood Council, Colleyville, Texas, Engagement and Organization Initiatives (Ongoing)
- *Denton Plan 2030*, City of Denton, Texas, Comprehensive Plan*
- *Destination Colleyville*, City of Colleyville, Texas, Comprehensive Plan*
- Various Neighborhood Planning and Organization Efforts, Cities of Garland, Denton, and Colleyville*
- Various Code Amendment and Development Process Initiatives, Cities of McKinney, Denton, and Colleyville*

**Work performed prior to formation of Ideation Planning, LLC.*

Firm Profile:

Ideation Planning, LLC was formed after Abra Nusser, President & CEO, identified needs in the government sectors revolving around city/community planning, private development, feedback gathering, community engagement, and meeting facilitation. Ideation Planning teams and collaborates with numerous planners, technical professionals, and strategic consultants to provide a well-rounded and excellent set of tools and resources for communities, groups, and companies to turn ideas into implemented realities.

Ideation Planning is deeply passionate about truly engaging and partnering with community members or effort participants (depending on the issue or plan at hand) to gather focused feedback and ideas, translate them into a concrete and digestible format, put them into actionable items, set a solid foundation for implementation, and then perhaps most importantly, following those ideas through to reality. Ideation Planning covers all facets of the planning industry with current and completed commitments including:

- Meeting facilitation & community engagement,
- Marketing and public relations,
- Project management,
- Development review and entitlements,
- Long range planning and visioning,
- Strategic planning,
- Existing conditions and character/branding analysis,
- Management consulting services relating to procedures, systems, and teams to communities, groups, and companies,
- Small/special areas planning,
- Parks and recreation master planning,
- Mapping and analysis,
- Mobility and corridor planning, and
- Neighborhood planning.

References

- Alexis Jackson, AICP, Director of Development Services, City of Celina (formerly Planning Manager, City of Farmers Branch)
 - 214-949-6446
 - AJackson@celina-tx.gov
- Ron Menguita, AICP, Long Range Planning Administrator, City of Denton
 - 940-349-8328
 - Ron.Menguita@cityofdenton.com
- Chris Fuller, Deputy City Manager, City of Cleburne (formerly Deputy City Manager, City of Colleyville)
 - 817-713-8012
 - Chris.Fuller@cleburne.net
- Stuart Gardner, President, Colleyville Neighborhood Council
 - 817-296-1682
 - stu@sgaconsulting.net
- Jennifer Roberts, PE, PMP, CEng MICE, Project Manager, LAN, Inc.
 - 214-704-1498
 - JHRoberts@lan-inc.com

Short Bio

Abra Nusser has over 15 years of experience in government and law-related fields, and over 10 years of experience in city planning. She is a certified planner with the American Institute of Certified Planners (AICP) and is currently serving as Director-Elect for the Midwest Texas Section of the American Planning Association and Conference Engagement Coordinator for the Texas Chapter of the American Planning Association. Her planning experience covers multiple facets including, but not limited to: community engagement, public relations and marketing, comprehensive planning, neighborhood planning, corridor/mobility planning, small area/sector planning, development review and entitlements, historic preservation, and grant writing. She is a public speaker on community engagement, innovation districts, development review, leadership, and land use planning for gas wells and pipelines.

Long Bio

Abra Nusser has over 15 years of experience in government and law-related fields, and over 10 years of experience in city planning. She is a certified planner with the American Institute of Certified Planners (AICP). Her planning experience covers multiple facets including, but not limited to: development review, neighborhood planning, corridor/mobility planning, small area/sector planning, comprehensive planning, parks and recreation master planning, historic preservation, grant writing, and community engagement. Ideation Planning has projects either

completed or in progress in most of these areas, and Abra Nusser has experience throughout her career in all of these planning types.

During her municipal career, she managed large, complex budgets and was responsible for several areas including planning, building permitting and inspections, gas wells, and trees/urban forestry. She has led numerous neighborhood and community planning efforts and implemented zoning ordinances, comprehensive plans, small area plans, corridor plans, overlay districts, and city policies. Abra has also led and coordinated multiple interdepartmental strategic planning sessions, process improvements, management enhancements, training sessions, and efficiency audits.

She previously served as the Director of Community Development for the City of Colleyville, Texas and oversaw the City's Building Inspections, Planning, Gas Wells, and Trees Divisions while leading the Colleyville comprehensive plan to adoption in late 2015. Prior to working with the City of Colleyville, Ms. Nusser worked for the cities of Denton and McKinney, Texas in various planning roles.

Ms. Nusser was a lead for Denton's comprehensive plan update, begun in 2012 and adopted in early 2015, and drafted the first language in a city comprehensive plan in the country to address gas well and pipeline impact and compatibility. Ms. Nusser holds a Master's Degree in Public Affairs and Graduate Certificates in City Planning and Local Government Management from The University of Texas at Dallas. She also holds a Bachelor's Degree in Political Science from Texas State University. She is a member of the American Institute of Certified Planners (AICP) and has served in various American Planning Association leadership positions at the local and state levels.

SHAI ROOS, AICP

4429 Emerson Avenue • University Park, Texas 75205 • (817)-368-2901 • sroos12@hotmail.com

SUMMARY OF QUALIFICATIONS

Experienced and resourceful professional with successful background driving strategic planning activities, which increase revenue, save costs and create process efficiencies.

Land Use Planning & Policy
Public Engagement
Teaching

Economic Development
Process Improvement
Creative Problem Solving

Development Negotiations
Sustainable Development
Relationship Building

PHILOSOPHY: BRINGING VISION INTO FOCUS

Shai's approach to projects starts with the goal of finding unique, creative, and "win-win" solutions to future growth and land development challenges. Shai's approach to management is steeped in empowering people to encourage innovation and creativity to design communities in a collaborative and transparent environment.

HIGHLIGHTS OF PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

MANAGEMENT

- Demonstrated capacity to exercise independent judgment and sound decision-making in diverse and complex organizational environments in city government and international corporations.
- Working knowledge of the ways, means and sources through which public sector and private sector financing can be utilized for developments that positively impact local communities.
- Highly experienced in directing program development and evaluation, resource development, partnership development, team management and technical assistance.
- Proven track record in community empowerment and demonstrated ability to improve the quality of lives and communities through sustainable developments.
- Excellent interpersonal skills, both oral and written, ability to foster trust, credibility and cohesive teamwork among persons with diverse talents, backgrounds and perspectives.
- Successful track record of leadership, which is collaborative and facilitative, yet decisive toward results, while leading interdepartmental teams.
- Experience in strategic planning and organizational development.
- Keen analytical and problem-solving skills.
- Experienced in successful development and management of annual municipal budgets of up to \$13 million

DEVELOPMENT

- Currently providing strategic leadership on planning, interpreting city processes, and negotiating with the cities as required for large (confidential) development projects in Frisco, Celina, and Irving among others.
- Developed both the strategy and the plan for the development of 2,000-acre masterplan in Ellis County, and procured all needed entitlements to develop this property including—a development agreement, utility district through the Texas legislature, and negotiated \$12.4 billion savings in tap fees with the CCN holder (Rockett SUD), all within one year.
- Over 20 years of experience in developing and managing developments ranging from less than an acre to over 2,000 acres, including land planning, architectural drawing reviews, building and infrastructure construction document reviews, permitting and inspections.
- Directed the development of 160 acres Business Park in City of Burleson including land planning, development policy, infrastructure planning, financing and construction.
- Developed the strategic plan and initial development strategy for the International Inland Port of Dallas (IIPOD), a 234,000-acre project that encompasses 12 municipalities.

SHAI ROOS, AICP

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- Headed identification of strategic investment areas in the City of Dallas for the \$1.35 billion 2006 Capital Investment (Bond) Program to maximize ROI for increased revenue to fund additional services.
- Headed the policy amendment to allow for an innovative sign plan, development standards and economic development incentives for Victory Park Development – A \$3 Billion project, with 75 acres just north of the West End Historic District of downtown Dallas. At full build-out, the project will contain more than 4,000 residences and 4,000,000 square feet (370,000 m²) of office and retail space.
- Successfully managed the public side of the development process from land planning stage to occupancy for West Village development – a mixed use, transit oriented development with 170 residential units located above 150,000 sq. ft. of retail, restaurant and entertainment located in Uptown Dallas area.
- Headed identification of strategic investment areas in the City of Dallas for the \$1.35 billion 2006 Capital Investment (Bond) Program to maximize ROI for increased revenue to fund additional services.
- Successfully developed and launched the first ever farmer's market in the City of Burleson which brought locally grown produce to the people and introduced a higher quality of life and sustainability in the community.
- Managed a broad range of economic development projects including managing 4A sales tax board incentives, TIF districts, Utility Districts such as MMD, MUD and FWSD, site selection analysis, economic development incentive policies, project impact analysis and analyzing development pro-forma.
- Managed a broad range of development projects involving areas such as SWOT analysis, demographics, immigration statistics, economic development strategies, commercial real estate, public/private investment and real property tax value analysis.
- Developed an Economic Development Strategic Plan for City of Dallas, including a Target Industries study which has informed the recruitment strategy of the City for the past 8 years.
- Successfully developed an Economic Development Strategic Plan for City of Burleson, which included stakeholder interviews, facilitation sessions and analysis and report adoption.
- Served on consultant selection committees for local cities as a planner in public sector and have successfully responded to RFQs and RFPs from local governments as an urban planner in the private sector.

PLANNING

- Zoning Ordinance rewrite for City of Palestine as a consultant – close to adoption phase. Other notable zoning and subdivision regulation updates include Zoning Ordinance for City of Cedar Hill – resulting in Cedar Hill Village, a 70-acre retail project,
- Comprehensive Plans, Economic Development Strategies, and Land Use policy for clients such as the Town of Northlake, Cities of Lancaster, Wilmer, Ferris, Richland Hills, Corinth, Cedar Hill, Uvalde, Kaufman, Terrell, Forney, Irving, and Waco as a consultant.
- Downtown Design Guidelines for City of Kennedale as a planning consultant by utilizing a robust public engagement process, Multifamily design guidelines, IH-35 and SH 174 design Guidelines, mixed use design guidelines, landscape and tree preservation ordinance, etc. for cities of Burleson (city staff), Dallas (city staff), Lancaster (consultant).
- Successfully directed the development and adoption of an award winning comprehensive plan, "Imagine Burleson: a roadmap to 2030", which included the first ever comprehensive public involvement process in the City for the City of Burleson.

SHAI ROOS, AICP

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- Directed the development of a Transit Oriented Development plan for the rail station along W4 corridor – which resulted in a walkable townhouse development and the first high-quality multifamily development in Burleson.
- Developed the Downtown Dallas Strategic Action Plan for Mayor Ron Kirk, which resulted in a downtown task force and a special group for Downtown Development issues; Downtown Plan for City of Kaufman, which resulted in economic revitalization of the Courthouse Square in less than five years; Downtown Plan for City of Burleson, which resulted in 5 new restaurants, 3 office new office/retail buildings, renovation of 4 existing properties, a high quality multi-family project, within a span of 2 years.
- Proven ability to develop and communicate master plans, land use studies, zoning ordinances, zoning case requests; facilitate committee meetings, garner citizen input, conduct town hall meetings/workshops and communicate results to elected officials and convince them to adopt staff recommendations.
- Creative strategy for downtown parks in Dallas including the award winning Klyde Warren Park.
- Contributed to development of a strategic plan for Maple Avenue Economic Development Corporation Board, enabling the Board to achieve all goals within the first year by defining a unified vision, establishing priorities and creating detailed objectives.

PROCESS IMPROVEMENT

- Developed an innovative public engagement and facilitation process for municipal governments that includes elements from strategic foresight and design-thinking processes used by the business community and results in building consensus and a constituency for city programs and projects in a positive and collaborative environment – recently used in Town of Northlake and City of Corinth.
- Created time and productivity efficiencies in 20 departmental processes using the main tenants of CCI's Business Process Improvement Module for the Community Development Department in City of Burleson.
- Championed a system to identify issues in development code, based on type of cases repeated in specific areas, incorporating cross-tabulation of Board of Adjustment and Code Amendment to recommend policy amendments to save time and money, decrease number of routine cases and improve productivity for the Development Services Department in City of Dallas. This resulted in reduction of application process time by 50% from 14 weeks to 7 weeks.
- Spearheaded development of a large geodatabase in ArcMap that led to a response time of less than one hour for 75% of information requests as opposed to eight or more hours for the Office of Economic Development in City of Dallas.

COMMUNITY ENGAGEMENT

- Effectively coordinated interdepartmental projects by driving efforts of different groups, engineers, business administrators and designers to ensure compliance and goal achievement; negotiate solutions between different departments and developers to pave way for new developments in the City.
- Proven ability to communicate policy analysis and implications in varied setting and to varied audiences from town hall meetings/workshops to elected and appointed officials.
- Successfully used Strategic Foresight Laboratory to build consensus and create a future vision for Town of Northlake, City of Ferris, and City of Corinth.
- Created a unique community engagement program for the City of Burleson without increasing the overall expenditure.
- Developed an Asset Based Community Development Program to encourage community participation in neighborhood planning.

SHAI ROOS, AICP

4429 Emerson Avenue • University Park, Texas 75205 • (817)-368-2901 • sroos12@hotmail.com

- Initiated the development of sustainable communities' program for southern sector in Dallas by coordinating the efforts of the Southern Sector team in Office of Economic Development and the Service Area Coordination team in Strategic Customer Service Department.

EDUCATION

- Excellent classroom communication skills in turning complicated concepts into understandable applications for students.
- Proven track record in student empowerment and demonstrated ability to improve the knowledge base and understanding of planning concepts and providing real life experiences in the classroom.
- Guided students to successfully complete a neighborhood redevelopment guide by conducting a redevelopment project in a southern Dallas neighborhood. This guide was used as a model for neighborhood redevelopment by a City Council member.
- Guided students to successfully complete a downtown redevelopment plan for City of Arlington. Some of the streetscape projects from this plan have since been implemented in the downtown area.
- Guided students to successfully complete a downtown redevelopment plan for City of Ferris using the Asset Based Community Development method. This plan is being implemented by the City and a community garden recommended in the plan is underway.

PROFESSIONAL WORK HISTORY

STANTEC CONSULTING SERVICES, INC. – DALLAS, TEXAS <i>Texas Practice Lead, Municipal Planning Director</i>	August 2016 – Current
SJR PLANNING CONSULTANTS, LLC – UNIVERSITY PARK, TEXAS <i>Owner and CEO</i>	May 2014 – July 2016
UNIVERSITY OF TEXAS – Arlington, Texas <i>Adjunct Professor, School of Urban and Public Affairs</i> <i>Teach graduate classes in urban revitalization, plan making and implementation</i>	January 2005 – Current
WALTON DEVELOPMENT & MANAGEMENT – DALLAS, TEXAS <i>Planning & Development Manager</i>	JANUARY 2012 – APRIL 2014
CITY OF BURLESON – BURLESON, TEXAS <i>Director, Department of Community Development</i> <i>Director, Department of Community Development & Economic Development</i>	June 2008 – December 2011 November 2009 – December 2011 June 2008 – November 2009
UNIVERSITY OF TEXAS – Dallas, Texas <i>Adjunct Professor, School of Economic, Political and Policy Sciences</i>	Fall 2008
CITY OF DALLAS – Dallas, Texas <i>Chief Planner, Office of Economic Development</i> <i>Chief Planner, Department of Development Services</i> <i>Senior Planner, Department of Development Services</i>	September 2000 – May 2008 January 2005 – May 2008 January 2001 – December 2004 September 2000 – December 2000
UNIVERSITY OF TEXAS – Dallas, Texas <i>Adjunct Professor, School of Economic, Political and Policy Sciences</i>	Fall 2008
DUNKIN, SEFKO AND ASSOCIATES – Dallas, Texas <i>Urban Planner</i>	January 1999 – August 2000
CITY OF CEDAR HILL – Cedar Hill, Texas	November 1997 – December 1998

SHAI ROOS, AICP

4429 Emerson Avenue • University Park, Texas 75205 • (817)-368-2901 • sroos12@hotmail.com

Intern

EDUCATION, CERTIFICATIONS, AND PROFESSIONAL LICENSES

UNIVERSITY OF TEXAS AT ARLINGTON – <i>Arlington, Texas</i> <i>Masters Degree in City and Regional Planning</i> <i>Thesis: Downtown Revitalization in U.S.</i>	1999
UNIVERSITY OF PUNE – <i>Maharashtra, India</i> <i>Bachelor Degree in Architecture</i> <i>Thesis: Rehabilitation of Slums</i>	1996
STRATEGIC FORESIGHT CERTIFICATION – <i>Madison, WI</i> <i>Next Generation Consulting</i>	2006
Design-Thinking Process - <i>Storytelling for Influence</i> <i>IDEO-U, Stanford University</i>	2017
Certified Charette Manager <i>National Charette Institute</i>	In progress
AICP License, American Institute of Certified Planners	Current
IIA License, Indian Institute of Architects	1996

AWARDS

Best Comprehensive Plan Award <i>Imagine Burleson: a roadmap to 2030</i>	2010
Recognized Alumni Award from UT Arlington <i>Up and Coming Professional Category</i>	2010

BOARDS & MEMBERSHIPS

TXAPA 2018 Annual Conference Committee - Current

Membership Committee for North Texas Chapter of Urban Land Institute – 2013 - Current

Vice President for National APA Private Practice Division – 2014 - 2016

Vice President for National APA Small Town and Rural Planning Division – 2012-2014

UT Arlington Alumni Association National Board of Directors – 2010 - 2014
The Board of Directors are tasked with among other things with establishing policies and goals to accomplish the mission and purpose of the association; monitoring the strategic planning process; as well as the financial affairs of the association.

Board Member, North Texas American Planning Association, 2002

Membership – National APA, TXAPA, ULI, CNU, NLC, TML, and Alliance for Innovation

SHAI ROOS, AICP

4429 Emerson Avenue • University Park, Texas 75205 • (817)-368-2901 • sroos12@hotmail.com

RESEARCH & PRESENTATIONS (LAST 9 YEARS)

Texas Legislation

HB 3877 a bill relating to the powers and duties of the Ellis County Municipal Utility District No. 1; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose taxes. This bill was authored by Representative Pitts and sponsored by Senator Birdwell and became effective June 14, 2013.

Reports and Monographs

Over 650 reports on various planning issues for multiple City Boards and Commissions including City Councils, School Boards, and the Texas legislation.

2010: Imagine Burleson – a roadmap to 2030 an award winning Comprehensive Plan

Extramural Presentations at Conferences

- 2017 Annual Texas State Conference of the American Planning Association, Galveston, TX – “Autonomous Vehicles – how to prepare for this future.”
- 2017 Annual Texas State Conference of the American Planning Association, Galveston, TX – “What happened after the plans won awards.”
- 2015 Annual Texas State Conference of the American Planning Association, Galveston, TX – “Implementing Comprehensive Plans.”
- 2015 Annual Texas State Conference of the American Planning Association, Galveston, TX – “Managing Growth.”
- 2015 Focus North Texas Symposium, Addison, TX – “Next Generation Planning Processes.”
- 2013 Annual National Conference of the American Planning Association, Chicago, IL – “Planners Versus Developers.”
- 2012 Annual Texas State Conference of the American Planning Association, Fort Worth, Texas – “Managing Land Use in the ETJ.”
- 2011 Annual Texas State Conference of the American Planning Association, Austin, TX – “Public Private Partnership.”
- 2011 Annual Texas State Conference of the American Planning Association, Austin, TX – “Preserving Small Town Character.”

Other Professional Presentations

On average gave two presentations per week for the past 20 years to various City boards and commissions.

Shai Roos has 20 years of experience in the urban planning industry in both the public and private sectors. Shai specializes in directing cross-functional and inter-disciplinary teams for a wide-variety of projects related to long-range planning and project implementation, for local governments. Shai's experience focuses on permitting, entitlements, due diligence, comprehensive planning, strategic planning, downtown redevelopment, neighborhood plans, zoning and subdivision ordinances, development regulations, transportation planning, economic development, public/private partnerships, and development/budget impact analysis. She has extensive experience and knowledge in facilitating community outreach and public participation initiatives for numerous high profile and controversial land development projects and long-range planning studies. Shai is passionate about finding unique, creative, and "win-win" solutions that are realistic, affordable, and implementable.

Before joining Stantec in 2016, Ms. Roos owned and operated SJR Planning, LLC., led community and economic development teams for twelve years in the cities of Dallas, TX, and Burleson, TX, and managed acquisition, entitlements, and development strategy in North Texas for an international development firm.

EDUCATION

Bachelor of Architecture, Pune University,
Maharashtra, India, 1996

Master of City and Regional Planning, University of
Texas, Arlington, Texas, 1999

CERTIFICATIONS & TRAINING

Certified in Strategic Foresight

NCI Certification through National Charrette
Institute – in process

Insights for Innovation Certificate through IDEO U
(Design-Thinking) – in process

REGISTRATIONS

Certified Planner #019370, American Institute of
Certified Planners

MEMBERSHIPS

Member, American Planning Association

SAMPLE PROJECT EXPERIENCE

Public Engagement/Community Outreach

**Community Visioning - Strategic Foresight, Ferris,
Texas**

City of Ferris hired Stantec to help the City develop a common community vision, and to build consensus and a constituency for that vision. Our team facilitated a two-day foresight laboratory with members of the City Council, Economic Development Boards, major stakeholders in the community, and residents to identify future trends for Ferris based on four forces (technology, resources, demographics, governance), create four different scenarios for the future using the trends, and identify common themes from these scenarios that were used as the basis to develop the community's vision. Our team then developed long-term and short term goals and strategies to address the common themes to make Ferris future ready.

Community Outreach*, Multiple Cities, Texas

Project Manager responsible for preparing and implementing the overall community engagement strategy in multiple cities for long-range plans, and land development projects. Some examples of projects whose success can be directly linked to the consensus and constituency created through innovative outreach process are:

- ♦ *Strategic Plans – Corinth, Ferris, Burleson, Dallas*
- ♦ *Downtown plans – Ferris, Kennedale*, Dallas*, Burleson*, Cedar Hill*, and Kaufman**
- ♦ *Comprehensive plans* - Northlake, Burleson, Uvalde, Terrell, Forney, Ennis, Waco, and Lancaster*
- ♦ *Development regulations – Palestine, Lancaster, Burleson*, Dallas*, and Cedar Hill**

* denotes projects completed with other firms and entities

- * *Transportation Planning** – Burleson Complete Streets Plan, SH-174 Corridor in Burleson, IH-35 Corridor Design Guidelines in Burleson, Transit Oriented District Plan in Burleson.
- * *Mixed Use Developments** – Mockingbird Station, West Village, and Victory Development in Dallas, Ferris Municipal Utility District #1, Downtown Burleson
- * *Public Sector Land Development** – coordinated consensus and adoption of planning department applications, code amendments, and long range plans in Cedar Hill, Dallas, and Burleson for a total of 12 years.

Strategic Planning

Disaster Relief Plan*, Burleson, Texas

Project manager responsible for preparing a disaster relief plan in coordination with the City Manager's office, City's emergency response departments and with the neighboring cities as well as county, regional, state, and federal entities.

Citywide Strategic Plan, Corinth, Texas

Project Manager responsible for preparing a strategic plan that will guide the growth and development of the City a common vision for the next 10 years by building a consensus and a constituency among the residents and stakeholders.

Economic Development Strategic Plans, Ferris, Dallas*, and Burleson*, Texas

Project manager responsible for coordinating developing a citywide strategic plan for all economic development activities in the City.

Urban Planning

Comprehensive Plan Update*, Northlake, Texas

Project manager responsible for preparing a comprehensive plan that would allow for future growth, while maintaining small town character. A lack of existing infrastructure and emerging conflict among residents on growth versus or no growth were resolved by using an innovative engagement process- strategic foresight laboratory where stakeholders worked on a series of activities to develop trends, scenarios, and common themes. The Comprehensive Plan provides solutions to growing growth pressures, helps prepare the Town to be ready for a number of possible futures, and shows the Town a way to preserve what they cherish and achieve the future they envision, despite any foreseen or unforeseen events that the future may bring.

Zoning Ordinance Update, Palestine, Texas

Project Manager responsible for - rewriting the zoning ordinance to align the development regulations to the plan, and develop clear and cohesive regulations based on public consensus; leading a team to conduct a diagnostic analysis of all development regulations to address the conflicts and inconsistencies within the document, with other ordinances such as subdivision regulations, and with newer land use laws; and implementing a robust public engagement process that included a townhall meeting, stakeholder interviews, online surveys, steering committee meetings, and three topic specific workshops. Currently, finishing up the draft rewrite which incorporates solutions based on information collected through diagnostic analysis and public engagement, tied with national best practices and the teams' experience and technical knowledge.

Downtown Zoning and Design Standards Ordinance*, Kennedale, Texas

Project manager responsible for developing regulations that balanced the interests of current residents versus the newcomers to the City; the existing development pattern versus the desired uses; and to effectively implement the City's new Comprehensive Plan. The resulting design guidelines and zoning regulations were based on consensus in the community and helped build a constituency for the regulations that embraced the core elements of "livability" and "improving what we have".

Victory Park Development Planned Development District for the 75- acre *, Dallas, Texas

Project manager responsible for developing regulations to allow for innovative signs and development standards resulting in a \$3 Billion project. At full build-out, the project will contain more than 4,000 residences and 4,000,000 square feet (370,000 m2) of office and retail space.

Transportation Planning

IH-45 Development Strategy, Ferris Texas

Project Manager responsible for providing place-making and land use forecasting for integration with economic development policies to create a holistic solution to develop the properties in the IH-45 corridor in the City of Ferris.

* denotes projects completed with other firms and entities

Complete Streets Plan*, Burleson, Texas

Task leader responsible for providing place-making and land use forecasting for integration with functional traffic modeling and facility design to create a holistic solution to meet the City of Burleson's and the community's vision for the city-wide future.

SH-174 Corridor Land Use and Transportation Plan*, Burleson, Texas

Project Manager for this comprehensive transportation and land use study. Oversaw the land use scenarios, public outreach, staff and TxDOT work sessions, safety analysis. Our focus was multimodal (transit, bike, pedestrian, and complete streets), and our efforts resulted in a comprehensive land use and transportation plan that embraced the core elements of "livability" and "improving what we have".

CIP strategy and programing*, Dallas, Texas

Project manager responsible for developing the CIP strategy for the 2006 Bond Program and the resulting \$1.35 billion dollar CIP program. This program included high-profile projects like International Inland Port of Dallas (IIPOD) initial development, and initial funding for the award-winning Clyde Warren Park.

Parking Study and Ordinance Amendment for Mockingbird Station Transit Oriented Development*, Dallas, Texas

Project manager responsible for research, analysis, community and stakeholder outreach to develop a parking study to reduce parking requirement due to presence of transit. Evaluated traffic demand modeling, ridership estimation, and trips generated to develop required parking and amended existing parking ordinance to allow for reduction in parking due to shared parking and transit.

Municipal Thoroughfare Plans*, Multiple Cities, Texas

Task lead for comprehensive transportation and land use studies for cities of Burleson, Uvalde, Terrell, Forney, Ennis, Waco, Lancaster, Cedar Hill. Oversaw the development of and integration of land use scenarios, public outreach, coordination and alignment with county, TxDOT, and NCTCOG plans, and evaluated trip generation. Our focus in creating these plans was to create a cohesive infrastructure to meet respective community's vision for their city-wide future.

* denotes projects completed with other firms and entities

Appendix D: Generic Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2018

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 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 HAIRSTON & ASSOCIATES INSURANCE SERVICES I 17350 STATE HIGHWAY 249 STE 170 HOUSTON TX 77064-1142		CONTACT NAME: ROSCOE L MASON PHONE (A/C No. Ext.): (281) 257-0252 E-MAIL ADDRESS: roscoe@hairstonassociates.com FAX (A/C No.): (281) 257-9473	
INSURED TLC ENGINEERING TONY COUNCIL 8204 WESTGLEN DR HOUSTON TX 77063-6308		INSURER(S) AFFORDING COVERAGE INSURER A: COLONY SPECIALTY INSURANCE CO INSURER B: PROGRESSIVE COUNTY MUTUAL INSURER C: TEXAS MUTUAL INSURER D: UNDERWRITERS AT LLOYDS INSURER E: EVANSTON INSURANCE CO INSURER F:	
		NAIC # 36927 29203 22945 15792 35378	

COVERAGES**CERTIFICATE NUMBER:****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	103GL0001911-05	01/10/2018	01/10/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	02616185-9	04/16/2017	04/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
							\$	
							\$	
E	☒ UMBRELLA LIAB ☒ EXCESS LIAB	Y	Y	CUBW 7046417	03/26/2017	03/26/2018	EACH OCCURRENCE \$ 5,000,000	
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	DED ☒ RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	Y	SBP-0001201272	05/20/2017	05/20/2018	PER STATUTE ☒ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
D	BUILDING CONTENTS			3172251014	03/20/2017	03/20/2018	LIMIT \$920,000 LIMIT \$225,000	

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

CERTIFICATE HOLDER

Melinda Welsh, City Secretary
City of Friendswood
910 South Friendswood Drive
Friendswood TX 77546

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
ROSCOE L MASON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2017

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 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 MDW Insurance Group 362 Minorca Ave Coral Gables FL 33134		CONTACT NAME: Carrie Worley PHONE (A/C, No, Ext): 954-616-6048 E-MAIL: cworley@mdwinsurance.com ADDRESS:		FAX (A/C, No): 954-616-6410
INSURED CDRMA-1 CDR Maguire Inc. 8669 NW 36th Street, Suite 340 Doral FL 33166		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Casualty Insurance Co		29424
		INSURER B: Twin City Fire Insurance Co		29435
		INSURER C: Security National Ins. Co.		33120
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 30555136

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Valuable Papers ☒ \$150,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		21UUNAN4186	3/1/2017	3/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		21UUNAN4186	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		21XHUAN3182	3/1/2017	3/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	21WEAH4430	3/1/2017	3/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability & Pollution Liability Full Prior Acts		SES1332656	3/1/2017	3/1/2018	\$2,000,000 \$4,000,000 \$250,000 Each Claim Aggregate Deductible

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

See Attached...

CERTIFICATE HOLDER

CANCELLATION

*PROOF OF INSURANCE ONLY
ONLY IF ORIGINAL IS NEEDED
PLEASE CONTACT OUR OFFICE AT 9546166400

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2018

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.

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PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Ideation Planning, LLC 613 MESA DRIVE EULESS, TX 76040	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY	N	Y	UDC-1773121-BOP-17	06/24/2017	06/24/2018	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	☒ CGL is on BOP Form						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ S/T Each Occ.	
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
A	AUTOMOBILE LIABILITY			UDC-1773121-BOP-17	06/24/2017	06/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO						☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒						PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB							
	EXCESS LIAB						EACH OCCURRENCE \$	
	DED	RETENTION \$					AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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

Consulting services

CERTIFICATE HOLDER

CANCELLATION

Abra Nusser
613 Mesa Drive
Euless TX 76040

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2018

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Ideation Planning, LLC 613 MESA DRIVE EULESS, TX 76040	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ☐						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS ☐						\$
	NON-OWNED AUTOS ☐						
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	UDC-1773121-EO-17	06/24/2017	06/24/2018	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

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

Consulting services

CERTIFICATE HOLDER

CANCELLATION

Abra Nusser
613 Mesa Drive
Euless TX 76040

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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DIVIDER

PAGE

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Pol Eff Dt: 10-21-2017

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Office: 99

Date Printed: 01-30-2018
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Trans Eff Dt: 10-21-2017
Insured Name: IDEATION PLANNING LLC
Policy No: 9100128220
Trans Seq No: 002
Trans Type: Certificate Only
Oper Init: 196131
Company Abbr: GK
Release Version: 17.24

User-Selected Sets	Copies	Printer
CERTIFICATES	01	Don't print



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

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 GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO		
	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):	
	Email Address: R1COMMEND@GEICO.COM		
	INSURER(S) AFFORDING COVERAGE		
INSURED IDEATION PLANNING LLC 613 MESA DR EULESS TX 76040-4841	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY		NAIC # 22063
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED. EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG.	\$
	OTHER							\$
A	AUTOMOBILE LIABILITY			9100128220 01	10/21/2017	10/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N						E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$

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

2016 NISSAN ROGUE VIN: 5N1AT2MTXGC847740

CERTIFICATE HOLDER

TLC ENGINEERING INC
8204 WESTGLEN DR
HOUSTON, TX 77063-6308

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

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PRODUCER GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO	
	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):
	Email Address: R1COMMEND@GEICO.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURED IDEATION PLANNING LLC 613 MESA DR EULESS TX 76040-4841	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG. \$
	OTHER						\$
A	AUTOMOBILE LIABILITY			9100128220 01	10/21/2017	10/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$

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

2016 NISSAN ROGUE VIN: 5N1AT2MTXGC847740

CERTIFICATE HOLDER

TLC ENGINEERING INC
8204 WESTGLEN DR
HOUSTON, TX 77063-6308

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

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PRODUCER GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO		
	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):	
	Email Address: R1COMMEND@GEICO.COM		
	INSURER(S) AFFORDING COVERAGE		
INSURED IDEATION PLANNING LLC 613 MESA DR EULESS TX 76040-4841	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY		NAIC # 22063
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED. EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG.	\$
	OTHER							\$
A	AUTOMOBILE LIABILITY			9100128220 01	10/21/2017	10/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

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

2016 NISSAN ROGUE VIN: 5N1AT2MTXGC847740

CERTIFICATE HOLDER

TLC ENGINEERING INC
8204 WESTGLEN DR
HOUSTON, TX 77063-6308

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



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)
4/29/2017

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.

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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: Zurich American Insurance Company

16535

INSURER B: Travelers Property Casualty Co of America

25674

INSURER C: American Guarantee and Liab. Ins. Co.

26247

INSURER D:

INSURER E:

INSURER F:

INSURED STANTEC CONSULTING SERVICES INC.
1415077 8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES

CERTIFICATE NUMBER: 14193567

REVISION NUMBER: XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820	5/1/2017 5/1/2017	5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 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) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER

CANCELLATION

14193567

TO WHOM IT MAY CONCERN

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



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

10/16/2017

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.

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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):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyds of London

INSURER B: AIG Specialty Insurance Company

26883

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
1414100 STANTEC CONSULTING SERVICES, INC.
8211 SOUTH 48TH STREET
PHOENIX, AZ 85044

COVERAGES

CERTIFICATE NUMBER: 14756363

REVISION NUMBER: XXXXXXXX

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			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXXX
	POLICY ☒ PRO-JECT ☒ LOC ☐						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	OTHER:						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$ XXXXXXXX
	HIRE AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	SCHEDULED AUTOS ☐						
	NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED ☐						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
A				NO RETROACTIVE DATE			
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

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.

CERTIFICATE HOLDER

14756363

TO WHOM IT MAY CONCERN

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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Appendix E: St. Louis Metropolitan Sewer District FEMA Appeals Documentation

U.S. Department of Homeland
Security
FEMA Region VII
11224 Holmes
Kansas City, MO 64131



FEMA

Ernie Rhodes, Director
State Emergency Management Agency
P.O. Box 1811
Jefferson City, MO 65102-01811

Marion Gee, Finance Director
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63102

Re: First Appeal – Metropolitan St. Louis Sewer District, PA ID 510-U02ZP-00;
FEMA-4250-DR-MO Project Worksheets (PWs) 278, 583, 584, 593, and 602

Dear Mr. Rhodes and Mr. Gee:

This is in response to a letter from the State Emergency Management Agency (Grantee) dated June 1, 2017, which transmitted the referenced first appeal on behalf of the Metropolitan St. Louis Sewer District (Applicant). The Applicant is appealing the determination that the District utilized emergency procurements that are non-compliant with Federal procurement rules. The Applicant requests \$9,668,837.81.

As explained in the enclosed analysis, I have determined that the Applicant has adequately explained the need for emergency contracting and the need to continue the emergency contracts into April. However, the type of contracts that the Applicant employed were improper time and materials contract without a "cap" and were improper cost plus percentage of cost contracts. The Applicant has correctly argued that, in cases of improper procurement, FEMA may allow reasonable costs provided the costs are eligible, properly documented and reasonable. After reviewing the documentation provided, FEMA is not able to determine that the contractor mark-up percentage rates included in the contracts are reasonable. Accordingly, those percentage mark-ups are ineligible and are denied.

The remaining contract costs, minus any mark-up, previously denied will be reinstated, subject to meeting all the regulatory and statutory requirements for review and proper documentation at closeout. With the reinstatement of those contract costs, the direct administrative costs (DAC) removed from the PWs in the Determination Memo (DM) will be reinstated for eligibility, subject to proper documentation and justification at closeout.

Also, the mitigation projects (HMP), for PWs 583 and 602, denied in the DM, will be eligible, subject to the terms of a hazard mitigation and environmental and historic preservation review. The HMP for PW 584 may also be eligible, subject to a cost-benefit analysis and all necessary reviews.

Accordingly, the appeal is partially approved in the amount of \$6,980,433.91, which will restore eligibility of an additional \$1,000.00 in DAC and \$1,069,400.00 in mitigation costs, subject to all appropriate reviews. A further \$230,382.00 may be eligible, subject to a cost-benefit analysis

and mitigation review. I am directing the Central Processing Center of the Regional Recovery Division to amend the PWs, obligating the contract and direct administrative cost amounts indicated in Table 2 at the conclusion of the attached analysis. Further, the HMP amounts for PWs 583 and 602, as indicated in that table, will be obligated. I will further direct the Central Processing Center to review the HMP costs for PW 584 for eligibility.

This letter constitutes the official notification of this determination to the Applicant.

The Applicant may appeal this determination to the Assistant Administrator, Recovery Directorate, at FEMA Headquarters, pursuant to 44 CFR §206.206, Appeals. If the Applicant elects to file a second appeal, the appeal must: 1) contain documented justification supporting the Applicant's position, 2) specify the monetary figure in dispute, and 3) cite the provision in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent. A second appeal must be submitted to your office by the Applicant within 60 days of the Applicant's receipt of this determination. Recipient's transmittal of that appeal, with recommendation, is required to be submitted to my office within 60 days of your receipt of the Applicant's letter. My office will transmit the second appeal to FEMA headquarters.

Sincerely,

PAUL J. TAYLOR
Digitally signed by
PAUL J. TAYLOR
Date: 2018.01.02
09:27:01 -05'00'

Paul Taylor
Regional Administrator
Region VII

Enclosure

FIRST APPEAL ANALYSIS
FEMA-4250-DR-MO
Metropolitan St. Louis Sewer District, PA ID 510-U02ZP-00
PWs 278, 583, 584, 593, and 602, Procurement

Background

Flooding occurred in St. Louis County, Missouri during the period of December 23, 2015, and continued through January 9, 2016. On January 21, 2016, the President issued a major disaster declaration for the areas affected. As a result of the disaster, there was damage to the Metropolitan St. Louis Sewer District's (Applicant) infrastructure. The Federal Emergency Management Agency (FEMA) wrote the following Project Worksheets (PWs) to address both emergency protective measures and permanent repairs. Five PWs are the subject of this appeal. PWs 278 and 593 were category B PWs for emergency protective measures. PWs 583, 584, and 602 were for permanent repairs. Three different facilities were involved in the PWs. PWs 278, 584 and 593 all concerned the Missouri River Waste Water Treatment Plant (WWTP), with PWs 278 and 593 providing emergency measures and PW 584 providing for permanent repairs and an approved Hazard Mitigation Proposal (HMP). PW 583 was for repairs at the Grand Glaize Pump Station Maintenance Facility (GGPS) including an approved HMP. PW 602 was for repairs to the Fenton Waste Water Treatment Plant (FWWTP) and included an approved HMP. Table 1 at the end of this analysis summarizes the projects, the facilities, the general scope of work (SOW), and the amounts awarded.

During the incident period and prior to the Federal Disaster Declaration, the Applicant issued emergency declarations for each of the facilities in accordance with its own expedited contracting procedures. An emergency declaration for the FWWTP was issued on December 28, 2015, for the GGPS on December 31, 2015, and for the WWTP on January 4, 2016. The declarations identified a SOW for each of the facilities that generally provided for pumping out the facilities and performing the tasks necessary to return them to operation as soon as possible. The WWTP declaration also included building an emergency access road to the facility.

To perform the work, the Applicant contracted with three firms, all three contracts being executed on January 14, 2016, which was prior to the federal disaster declaration. Kennedy Associates/Architects Inc. (KAI) was retained on all the projects to provide design and construction management. Goodwin Brothers Construction (GBC) was retained for labor, materials and equipment on all the projects. For PW 602 only, KCI Construction (KCI) was also retained for labor, materials and tools. The contracts were all signed under the Applicant's emergency contracting procedures, without competition.

During review of the projects, FEMA determined that there were problems with the procurement. In a determination memo (DM) dated March 27, 2017, FEMA advised the Applicant that the contracts executed under an emergency declaration were noncompliant with Federal procurement practices because the procurement did not include open and full competition, the contract extended beyond the period of public exigency and the procurement utilized prohibited contract types. As a result, FEMA determined funding associated with the

contracts that were not properly procured was ineligible and disallowed those costs. That determination impacted the HMPs, and those costs were also disallowed. Of a total requested amount of \$11,491,639.32 for all the PWs, FEMA determined \$1,822,801.51 was eligible and \$9,668,837.81 was not eligible.

First Appeal

In a letter dated May 31, 2017, the Applicant appeals the determination of ineligible funding identified in PW #s 278, 583, 584, 593, and 602 based on three main procurement issues: the use of emergency contracting procedures that did not include full and open competition, the length of the exigency period to justify these contracts, and the types of contracts utilized. The Applicant requests \$9,668,837.81 consisting of \$7,848,848.30 in contract costs identified as ineligible, and \$1,820,089.51 related to the denied mitigation, Direct Administrative Costs (DAC), and insurance proceeds. In a letter dated June 2, 2017, the State Emergency Management Agency (Recipient) expresses support to the Applicant's appeal.

The appeal includes arguments in support of the method of procurement along with supporting documentation in response to the April 3, 2017, Determination Memo issued by FEMA. A majority of the discussion in this Appeal response is based on the

On August 7, 2017, FEMA requested additional information (Final RFI) needed to complete the review of the appeal. Specifically, FEMA requested a provision in Federal law, regulation, or policy which supports use of a contract with a fixed percentage fee and a schedule of contract costs which identifies the base contract/overhead costs and distinguishes the costs associated with the fixed fee for each of the three emergency contracts. FEMA also requested documented justification supporting the monetary figure in dispute and the provisions in Federal law, regulation, or policy inconsistent with the ineligibility of mitigation and DAC, as well as, insurance deductions. With regard to the mitigation, FEMA's Final RFI requested additional information supporting mitigation costs including updated cost estimates which may support the mitigation being cost effective. Also, FEMA requested clarification concerning the dollar amount for the insurance reductions and DAC.

In a letter dated October 6, 2017, the Applicant provided states that the emergency situation made use of a cost plus percentage of cost contract permissible under the provisions of 2 C.F.R. and a FEMA OIG opinion. The Applicant argues that reasonable costs should be permitted and that its controls insured the costs were reasonable. The Applicant states that the restoration of funding for the projects should also restore the funding for the mitigation projects and the DAC that were not allowed. The Applicant repeatedly requests a facilitated discussion.

Discussion

The appeal presents issues concerning the appeal amount in dispute and noncompliant procurement practices including a lack of full and open competition, the period of public exigency or emergency, and the use of unallowable contract types.

Noncompliant Procurement Practices – Full and Open Competition

2 C.F.R. §200.319(a) requires that all procurement transactions must be conducted in a manner providing full and open competition. Without full and open competition, FEMA has no assurance that costs were reasonable or that disadvantaged business received sufficient opportunities to bid on the work. 2 C.F.R. §200.320(f)(2) states that in the event a “public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation,” procurement through solicitation of a proposal from only one source and may be used. In addition, 2 C.F.R. §200.318(a) requires that a non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations.

According to an RFI response provided by the Applicant, on January 4, 2016, the Executive Director of the Metropolitan St. Louis Sewer District, executed an Emergency Declaration Order for the Missouri River Wastewater Treatment Plant due to “the health and welfare of the public at risk.” Additional Emergency Declaration Orders were issued on December 31, 2015, for the Fenton Wastewater Treatment Plant and the Grand Glaize Treatment Plant. The Applicant stated that as a result of the Emergency Declaration Orders and in accordance with *MSD Procurement Policy Ordinance No. 13537 Section 5. Immediate Need and Emergency Procurement*, the Applicant entered into three emergency contracts on January 14, 2017, as noted above, to perform emergency work and critical repairs as a result of extensive flood damage to the Metropolitan St. Louis Sewer District infrastructure including the following:

- 1) Emergency Contract Agreement No. 20395 with KAI to provide design and construction management services;
- 2) Emergency Contract Agreement No. 20396 with KCI to provide emergency repairs; and
- 3) Emergency Contract Agreement No. 20397 with GBC whereas GBC was to provide all materials, tools, equipment and labor to respond to FEMA-4250-MO emergencies.

The Applicant states they complied with emergency procedures by executing emergency contracts in accordance with 2 C.F.R. §200.320(f)(2) which includes the ability to utilize prequalified contractors. By utilizing prequalified contractors who were able to work once the floodwaters receded, the Applicant states that it was able to save critical time by not developing competitively bid procurements.

PWs 278 and 593 were written for emergency work that included sandbagging and the construction of an elevated emergency access road emergency pumping. The Applicant is correct in that these measures clearly fall within the provisions of 2 C.F.R. that permit non-competitive contracting when the circumstances do not permit delays for competition. Certain work in the other PWs, necessary to bring the facilities back into operation, would, of necessity, also fall within the exception. Thus, work to permanently repair the facilities may pose an emergency and not require competition.

FEMA expressed concern in the determination memo with the period of performance of the emergency contracts identified above exceeding the period of “public exigency or emergency.” With the effective date of the contracts through April 2016, FEMA stated the Applicant has not

demonstrated that “public exigency or emergency” continued at least through April 2016. Page 32 of the *Public Assistance Program and Policy Guide (PAPPG)*, FP104-009-2, January 2016 states in regard to contracts where the SOW was undefined, the Applicant should define the SOW as soon as possible to enable procurement of a more acceptable type of contract. The Applicant’s position is that the public exigency or emergency continued until the work was complete and the plants were back in full service. In the Applicant’s first appeal response, the Applicant states “the length of time that we operated under the emergency contracts was consistent with dealing with the emergency issue - getting the plants back in full service. The emergency did not pass until the plants were operational and in compliance with their operating permits and the Clean Water Act.” By that rationale, any and all permanent repairs would qualify as “emergency work” permitting the use of non-competitive contracts for all work on these facilities. That is clearly not within the regulatory intent. However, the Applicant’s arguments that the facilities required more than just expedient fixes because of the nature of the facilities and the need for public safety, offers a rationale for the need to continue the work under the emergency contracts into April.

A further concern over the contracting was raised in the response to the RFI, because the Applicant stated that the Applicant had already engaged the services of KAI to provide A/E Construction Management services on multiple projects for a variety of projects through the District over multiple years. 2 C.F.R. §200.319(a)(4) states that “noncompetitive contracts to consultants that are on retainer contract” are prohibited.

The First Appeal notes that FEMA acknowledged, in the DM, that emergency contracting was appropriate for a period of time, but took issue with the fact that they continued into April. The Applicant argued that this makes it clear that there is a time period that costs should be eligible within the emergency period and that not all the costs should be held ineligible. In the First Appeal, the Applicant has provided an explanation of the need to continue the contracts into April to accomplish work necessary to bring the facilities back into operation, in compliance with requirements necessary to insure the public safety. This allows FEMA to determine that the emergency period has been justified to include the entire length of the contract period, which includes the amount of time it took to complete the work and bring the plants back in full service. However, as the DM noted, long-term repairs to the facilities will be subject to non-emergency procurement and the work will be examined for such at closeout.

Noncompliant Procurement Practices – Contract Type

Even if the contracts were properly procured, the form of the contract must be of a type permitted under FEMA’s regulatory scheme. Page 32 of the PAPPG states FEMA reimburses costs incurred using three types of contract payment obligations: fixed-price, cost-reimbursement, and, to a limited extent, time and materials (T&M).¹ The specific contract types related to each of these are described in FEMA’s *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. §200 (Uniform Rules)*. The underlying contract type used by the Applicant was a time and materials (T&M) contract. T&M contracts are described at 2 C.F.R. §200.318(j) as a contract whose cost is the sum of actual cost of materials and direct labor costs.

¹ Fixed price and cost reimbursement are referenced at 2 C.F.R. §215.44(c). Time and materials contracts are referenced in 2 C.F.R. §200.318 (j).

2 C.F.R. §200.318(j) cautions that such a contract type should be used only after a determination that no other contract type is suitable and that the contract must include a ceiling price which the contractor exceeds at its own risk.

The Applicant argues that a T&M contract is appropriate under the circumstances it faced, because the SOW was not readily determined during the emergency. The flaw with the Applicant's argument, as noted in the DM, is that the contracts did not contain a ceiling price, as required by 2 CFR. Absent a contract clause establishing a ceiling, the contractors would assume no risk of spending more than the cap, and had no motivation to control the costs. The Applicant argues that because it exercised close supervision over the costs and approved the payments incrementally, it effectively compensated for the lack of the ceiling price. These measures, however, extend to the reasonableness of the costs, and not to satisfying the regulatory requirements. Further, the Applicant exacerbated the problem by including terms that made the contracts cost plus percentage of costs (CPPC) contracts.

2 C.F.R. §200.323(d) states, "The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used." FEMA's determination memo correctly states: "Such contracts are prohibited because, by providing a percentage of cost as a demarcation of profit, the Non Federal Entity (NFE) creates an incentive for the contractor's costs to inflate." In accordance with 2 C.F.R. §200.323(d), the PAPPG states on page 32: "FEMA does not reimburse costs incurred under a cost plus percentage of cost contract or a contract with a percentage of construction cost method." FEMA's DM determined that the contracts were prohibited Cost Plus Percentage of Cost contract (CPPC).

The Applicant argues that the contracts are not CPPC and terms the contracts Cost Plus Fixed Fee contracts (CPFF). 48 C.F.R. §16.306 A cost-plus-fixed-fee contract is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract.² However, paragraph 1.4 of the contract with KAI demonstrates that the "fixed fee" is expressed as "a percentage of the total initial contractual sum of direct labor expenses, Other Direct Costs and total Indirect Costs chargeable to the Project." Thus, as costs for direct labor and other costs increase, so does the "fixed fee." According to contract documents provided by the Applicant, the fixed fee established in the contracts for the Emergency Contract Agreement No. 20395, with KAI, per clause 17.7 is 12 percent of contract costs. The contracts with KCI and GBC also set the "fixed fee" in a similar manner, as indicated in amendments made in April. For Emergency Contract Agreement No. 20396 with KCI the fee is 12.5 percent of contract costs, and the fee associated with Contract Agreement No. 20397 with GBC is 12.5 percent of contract costs. The contracts did not contain a fixed ceiling on costs, as noted above. Hence, it is not possible to calculate a "fixed" fee by applying those percentages against a set maximum cost.

Furthermore, as the DM noted, on page 3, the KAI contract was calculated by adding direct labor costs, indirect labor costs, other direct costs, subconsultant costs, and a 5 percent markup of subconsultant costs. The 12 percent fee is calculated from those costs, including the 5 percent markup on subconsultant costs. The DM noted that the GBC and KCI contracts included a 25 percent markup for "extra work" not provided for in the contract but "ordered by the District."

² 48 C.F.R. §16.306.

Thus the 12.5 percent fee for GBC would include increases for that work and its substantial percentage markup. The DM noted that charges for "extra work" had not been identified. These "extra work" provisions were added by amendment in April, well after immediate emergency conditions had passed and when the scope of the work could be identified. These escalators of fees based deriving from other escalators demonstrate that the fees were not, in fact, fixed.

2 C.F.R. §200.318(a) requires that a non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations. As previously noted, KAI was already performing work for the District under a contract prior to the disaster. The District's policy on "Guidelines for Selection of Contract Type" includes four different contract types for engineering, including the type the Applicant term CPFF. However, the guidelines state: "This type of contract is to be used when there is insufficient definition of the scope or length of contract time to allow for the consultant and the District to reasonably negotiate a set price for all work." This form of contract was utilized well beyond the time period needed to "reasonably negotiate a set price for all work." No set price was ever established until work was completed. Hence, the Applicant failed to comply with its own procedures.

Remedies for non-compliance

Under the provisions of 2 C.F.R. 200.338, FEMA may apply remedies for any non-compliance with any term of an award that include, but are not limited to, disallowing funds for all or part of the cost of the action not in compliance, wholly or partly terminating the award for the Applicant's program or taking other remedies that may be legally available. The responsibility for demonstrating proper procurement is on the Applicant. In this case, the Applicant has failed to demonstrate they complied with proper procurement standards and, as such, with the terms of the grant award. Thus, FEMA is within the regulatory authority by disallowing the funds. However, as the Applicant argues in the First Appeal, other, remedies are available.

Reasonable Costs

The Applicant's First Appeal notes that FEMA may allow reasonable costs in instances where there has been improper procurement. The Applicant refers specifically to the FEMA Second Appeal Analysis *Spanish Flat Water District* DR-1646-CA, (May 22, 2012) where FEMA awarded reasonable costs for eligible work despite the use of a CPFC contract. The First Appeal stresses the Applicant's efforts to insure the costs remained reasonable, including the use of prevailing wage rates, the use of a forensic accountant to audit all costs, and the uses of a "clerk of the works" to monitor daily production labor during construction.

As the Applicant has correctly stated, there is established precedent where FEMA has allowed reasonable costs despite sole source procurement and the use of prohibited contract types. As the Applicant urges in its response to the Final RFI, the safeguard measures that it employed may mitigate the lack of a cap for the time and material contracts in that they provide some measure of protection from contractor abuses in performing unnecessary work or using unreasonable amounts of time and resources. In the Final RFI Response, the Applicant argues that the hours of labor and equipment use, rates for labor, and rates for equipment use are all reasonable. However, they fail to provide documentation to demonstrate that they are reasonable, and seek to shift the burden to FEMA to compare the rates with prevailing rates or comparable equipment

rental rates. Similarly, the Applicant argues that the markup rates can be "compared with typical markup rates as provided by the various cost estimating methods...." However the Applicant provides no such figures to support its argument, and thereby fails to meet its burden. The April establishment of the percentages in the contracts with KCI and GBC and the non-competitive use of KAI, a firm already on retainer do not allow FEMA to determine that the percentage rates are reasonable and the Applicant has not provided documentation to demonstrate that those percentages are reasonable.

Thus there is a distinction between the contract costs and the contractor percentage mark-ups. The DM made all the contract costs ineligible and the Applicant has correctly argued that FEMA may grant "reasonable costs." The Applicant argues that all the costs are reasonable, but there is insufficient documentation to allow FEMA to conclude that the contractor markup percentages are reasonable. This is especially true in light of the increased mark-ups for "extra work" which is undefined and not clearly eligible work.

Accordingly, those costs associated with the fees for the contracts, 12.5% of contract costs for Goodwin Brothers Construction Company, 12.5% of contract costs for KCI, and 12% of contract costs with KAI are determined to be not eligible and FEMA will not obligate those amounts for these projects. However, the costs unrelated to the percentage fees may be reasonable eligible costs under the Public Assistance Program, if they can be properly documented at closeout. Those amounts will be obligated to the projects, subject to proper documentation and justification at during the closeout project. The reinstatement of these estimated amounts only restores the *potential* eligibility that was eliminated by the total disallowance of the costs by the DM. The final determinations will be made during closeout.

Using the amounts denied in the DM, and removing from those the amounts attributable to the percentages for each contractor results in the values reflected in the "Adjusted to Remove Contractor Mark-ups" column in the table below.

PW #	Amount Approved in DM	Contract(s) Amount Held Ineligible in DM	Adjusted to Remove Contractor Mark-ups	Total Project Amount
278	\$48,760.74	\$14,138.44	\$12,567.50	\$61,328.24
583	\$731,185.31	\$1,403,400.26*	\$1,248,524.90	\$1,979,710.21
584	\$751,000.00	\$363,843.31	\$323,416.28	\$1,074,416.28
593	\$811,162.97	\$70,798.11	\$63,054.06	\$874,217.03
602	\$0.00	\$5,996,568.18*	\$5,332,871.17	\$5,332,871.17
Totals	\$2,342,109.02	\$7,848,748.30	\$6,980,433.91	\$9,332,542.93

*Multiple contracts involved.

Those contract amounts, as adjusted to remove the mark-ups, will be reinstated as potentially eligible contract costs in their respective PWs. They remain subject to documentation and further review at closeout.

DAC

With the finding that reasonable contract costs, excluding contractor percentage mark-ups, may be eligible, DAC associated with the contracts may also be eligible, provided that they are properly documented and demonstrate the required specificity of relation to eligible work. As with the other costs, the final determinations of eligibility will be made at closeout and will be based on the documentation. This extends to the \$1,000.00 in DAC disallowed in the DM for PW 602, which will again be potentially eligible.

Hazard Mitigation

By reinstating the potential eligibility of certain of the contract costs, the mitigation project for PW 583 will likely again be eligible, subject to review. As the table above indicates, the project total for PW 583 is increased to \$1,979,710.21. The proposed hazard mitigation amount of \$270,000 is 13.6 percent of that total amount and is within the standard 15 percent cap mentioned on pages 94 through 95 of the PAPPG. Likewise, the proposed mitigation measure for PW 602, totaling \$799,400.00 is 14.9 percent of the project total, and is thus within the 15 percent cap. The mitigation costs associated with PW 584 are \$230,382.00 or 21% of project costs, which is not within the 15% limit. A new cost benefit analysis will need to be conducted. Provided the HMP measures pass the necessary review, they will be eligible for reinstatement in their respective PWs.

Conclusions

On appeal, the Applicant has adequately explained the need for emergency contracting and the need to continue the emergency contracts into April, however, the type of contracts that the Applicant employed were improper time and materials contract without a "cap" and were improper cost plus percentage of cost contracts. The Applicant has correctly argued that in cases of improper procurement, FEMA may allow reasonable costs. FEMA is not able to determine that the contractor mark-up percentage rates included in the contracts are reasonable and those percentage mark-ups are ineligible and are denied. However, the remaining contract costs previously denied will be reinstated, subject to meeting all the regulatory and statutory requirements for review and proper documentation at closeout. With the reinstatement of those contract costs, the direct administrative costs removed from the PWs in the DM will be reinstated for eligibility, subject to proper documentation and justification. Also, the mitigation projects, denied in the DM, will also be eligible, subject to the necessary reviews. Accordingly, the appeal is partially approved in the amount of \$6,980,433.91, which will restore an additional \$1,000.00 in DAC and \$1,069,400.00 in mitigation costs, subject to all appropriate reviews. A further \$230,382 may be eligible, subject to a cost-benefit analysis and mitigation review.

Table 1: Summaries of PWs, Amounts Awarded by DM, Work Descriptions

PW & Facility	Category of Work	Date Submitted	Date Obligated	Awarded Amount	Work Description
278 WWTP	B	7/11/16	5/5/17	\$48,760.74	Construct a temporary sandbag wall around the sewage treatment plant
583 GGPS	E	9/8/16	4/5/17	\$461,877.80	Repairs to Grand Glaize Wastewater Treatment Plant
584 WWTP	F	9/9/16	5/5/17	\$501,000.00	Repairs to Missouri River Wastewater Treatment Plant
593 WWTP	B	9/13/16	4/5/17	\$811,162.97	Emergency Protective Measures at the Missouri River Wastewater Treatment Plant
602 FWWTP	F	9/17/16	4/5/17	\$0.00	Repairs to the Fenton Wastewater Treatment Planet
Total				\$1,822,801.51	

Table 2: Amounts Approved

PW	Amount Approved	Amount Obligated	Amount Awarded	Amount Approved
278	\$12,567.50			\$12,567.50
583	\$1,248,524.90	\$270,000.00		\$1,518,524.90
584	\$323,416.28	\$230,382.00*		\$323,416.28
593	\$63,054.06			\$63,054.06
602	\$5,332,871.17	\$799,400.00	\$1,000.00	\$6,133,271.17
Total	\$6,980,433.91	\$1,069,400.00	\$1,000.00	\$8,050,833.91

*Subject to Cost-Benefit Analysis review. Not included in totals.

FIRST APPEAL - ADMINISTRATIVE RECORD INDEX
Metropolitan St. Louis Sewer District, PA ID 510-U02ZF-00
FEMA-4250-DR-MO, Project Worksheet 00278

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
1	28	N/A	1/25/2016	Agreement	FEMA	N/A	FEMA State Agreement
2	3	N/A	2/23/2016	RPA	Applicant	FEMA	Request for Public Assistance
3	1	N/A	N/A	CMF	N/A	N/A	Case Management Contact Log
4	1	N/A	4/1/2016	Sign-in Sheet	N/A	N/A	Kick off Meeting Attendees
5	1	N/A	4/1/2016	Acknowledgment	Applicant	FEMA	Public Assistance Alternative Procedures Pilot Program for Debris Removal (PAAB)
6	1	N/A	9/27/2016	Briefing	Applicant	FEMA	Applicant Ext Briefing
7	16	278	N/A	Report	N/A	N/A	EMMIE Entire Subgrant Application
8	3	278	7/7/2016	PW Version 0	FEMA	Applicant	PW 278 Version 0; includes damages and scope of work
9	1	278	2/4/2015	PW Version 0 Backup Documentation	FEMA	Applicant	Flood Insurance Rate Map
10	1	278	2016	PW Version 0 Backup Documentation	N/A	N/A	Location Map
11	38	278	Various	PW Version 0 Backup Documentation			Material Invoices
12	9	278	Various	PW Version 0 Backup Documentation	Goodwin Brothers Construction	Applicant	Contract Labor and Equipment
13	24	278	N/A	PW Version 0 Backup Documentation			Freeholders Plan and Proposal
14	2	278	7/19/2005	PW Version 0 Backup Documentation			General Management Policy
15	7	278	8/2013	PW Version 0 Backup Documentation			Purchasing Policy
16	82	278	6/26/2015	PW Version 0 Backup Documentation	FM Global	Applicant	FM Global Insurance Policy

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
17	18	278	12/31/2015	PW Version 0 Backup Documentation			Emergency Declaration Status Form
18	27	278	Various	PW Version 0 Backup Documentation			Ordinances
19	1	278	6/22/2016	PW Version 0 Backup Documentation	Applicant	FEMA	Insurance Documentation for Waste Water Backup Email
20	37	278	7/1/2015 - 7/1/2016	PW Version 0 Backup Documentation	Zurich	Applicant	Sewer Backup Policy
21	1	278	7/1/2015 - 7/1/2017	PW Version 0 Backup Documentation	Zurich	Applicant	Self Insured Retention
22	38	278	12/23/2015 - 2/4/2016	PW Version 0 Backup Documentation			Sewer Claims
23	3	278	8/9/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Debris Removal Questions Email
24	5	278	4/2016	PW Version 0 Backup Documentation			Demolition Quotes for Homes Flooded
25	3	278	N/A	PW Version 0 Backup Documentation	FEMA	Applicant	Request for Information - Contracts
26	136	278	N/A	PW Version 0 Backup Documentation	Applicant	FEMA	Request for Information Response - Contracts
27	17	278	4/3/2017	Memo	FEMA	Applicant	Eligibility Determination Memo
28	2	278	6/2/2017	Letter	Grantee	FEMA	First Appeal
29	4	278	5/31/2017	Letter	Applicant	Grantee	First Appeal
30	8	278	4/3/2017	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment A - FEMA Determination Memo

Document No.	No. of Document Pages	Applicable FW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
31	18	278	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment B- Consolidated Invoice Review Comments with Resolution Comments
32	2	278	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment C - Consolidated Invoice Review Comments with Resolution Comments
33	2	278	Various	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Grand Glaize WWTP
34	1	278	N/A	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Fenton WWTP
35	2	278	N/A	Applicant's First Appeal Backup Documentation	FEMA	Applicant	KAI Contract MO River WWTP
36	1	278	5/15/2017	Applicant's First Appeal Backup Documentation	FEMA	Grantee/ Applicant	Attachment D - FM Global Insurance Letter
37	20	278	8/7/2017	Letter	FEMA	Applicant	Final Request for Information (RFI)
38	7	278	10/6/2017	Letter	Applicant	FEMA	Final RFI Response

FIRST APPEAL - ADMINISTRATIVE RECORD INDEX
Metropolitan St. Louis Sewer District, PA ID 510-U02ZF-00
FEMA-4250-DR-MO, Project Worksheet 00583

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
1	28	N/A	1/25/2016	Agreement	FEMA	N/A	FEMA State Agreement
2	3	N/A	2/23/2016	RPA	Applicant	FEMA	Request for Public Assistance
3	1	N/A	N/A	CMF	N/A	N/A	Case Management Contact Log
4	1	N/A	4/1/2016	Sign-in Sheet	N/A	N/A	Kick off Meeting Attendees
5	1	N/A	4/1/2016	Acknowledgment	Applicant	FEMA	Public Assistance Alternative Procedures Pilot Program for Debris Removal (PAAB)
6	1	N/A	9/27/2016	Briefing	Applicant	FEMA	Applicant Exit Briefing
7	41	583	N/A	Report	N/A	N/A	EMMIE Entire Subgrant Application
8	20	583	9/8/2016	PW Version 0	FEMA	Applicant	PW 583 Version 0; includes damages and scope of work
9	2	583	9/8/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Hazard Mitigation Proposal
10	1	583	2/4/2015	PW Version 0 Backup Documentation	FEMA	Applicant	Flood Insurance Rate Map
11	1	583	2016	PW Version 0 Backup Documentation	N/A	N/A	Location Map
12	16	583	N/A	PW Version 0 Backup Documentation	N/A	N/A	Photos
13	1	583	N/A	PW Version 0 Backup Documentation			Breakdown of Costs for Insurance Spreadsheet
14	12	583	1/6/2016	PW Version 0 Backup Documentation	FM Global	Applicant	Loss Report
15	12	583	1/14/2016	PW Version 0 Backup Documentation			Goodwin Brothers Construction Emergency Contract Agreement
16	282	583	Various	PW Version 0 Backup Documentation			Goodwin Brothers Construction Pay Estimates

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
17	1	583	N/A	PW Version 0 Backup Documentation			Summary of Costs Invoice Spreadsheet
18	24	583	1/14/2016	PW Version 0 Backup Documentation			Kennedy Associates/Architects Inc. Contract
19	98	583	Various	PW Version 0 Backup Documentation			Kennedy Associates/Architects Inc. Invoices
20	4	583	1/21/2016	PW Version 0 Backup Documentation	Woodward Cleaning & Restoration Services	Applicant	Labor, Equipment, Materials Invoices
21	4	583	6/28/2016	PW Version 0 Backup Documentation			Flood Protection Improvement Proposal
22	1	583	9/13/2016	PW Version 0 Backup Documentation			Maintenance Building Estimate Sheet
23	8	583	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Confirmation of Coverage
24	154	583	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Amendatory Indorsement Manual
25	8	583	8/2015 - 8/2016	PW Version 0 Backup Documentation			National Flood Insurance Program (NFIP) Renewal Flood Insurance Policy Declarations
26	49	583	2/1/2016	PW Version 0 Backup Documentation			NFIP Proof of Loss
27	24	583	N/A	PW Version 0 Backup Documentation			Freeholders Plan and Proposal

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
28	2	583	7/19/2005	PW Version 0 Backup Documentation			General Management Policy - Water Backup Claims
29	7	583	8/2013	PW Version 0 Backup Documentation			General Management Policy - Purchasing Policy
30	82	583	6/26/2015	PW Version 0 Backup Documentation	FM Global	Applicant	FM Global Insurance Policy
31	18	583	12/31/2015	PW Version 0 Backup Documentation			Emergency Declaration Status Form
32	27	583	Various	PW Version 0 Backup Documentation			Ordinances
33	1	583	6/22/2016	PW Version 0 Backup Documentation	Applicant	FEMA	Insurance Documentation for Waste Water Backup Email
34	37	583	7/1/2015 - 7/1/2016	PW Version 0 Backup Documentation	Zurich	Applicant	Sewer Backup Policy
35	1	583	7/1/2015 - 7/1/2017	PW Version 0 Backup Documentation	Zurich	Applicant	Self Insured Retention
36	38	583	12/23/2015 - 2/4/2016	PW Version 0 Backup Documentation			Sewer Claims
37	3	583	8/9/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Debris Removal Questions Email
38	5	583	4/2016	PW Version 0 Backup Documentation			Demolition Quotes for Homes Flooded
39	3	583	N/A	PW Version 0 Backup Documentation	FEMA	Applicant	Request for Information - Contracts

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
40	136	583	N/A	PW Version 0 Backup Documentation	Applicant	FEMA	Request for Information Response - Contracts
41	6	583	1/3/2017	Letter	Grantee	FEMA	Time Extension
42	17	583	4/3/2017	Memo	FEMA	Applicant	Eligibility Determination Memo
43	2	583	6/2/2017	Letter	Grantee	FEMA	First Appeal
44	4	583	5/31/2017	Letter	Applicant	Grantee	First Appeal
45	8	583	4/3/2017	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment A - FEMA Determination Memo
46	18	583	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment B- Consolidated Invoice Review Comments with Resolution Comments
47	2	583	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment C - Consolidated Invoice Review Comments with Resolution Comments
48	2	583	Various	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Grand Glaize WWTP
49	1	583	N/A	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Fenton WWTP
50	2	583	N/A	Applicant's First Appeal Backup Documentation	FEMA	Applicant	KAI Contract MO River WWTP
51	1	583	5/15/2017	Applicant's First Appeal Backup Documentation	FEMA	Grantee/ Applicant	Attachment D - FM Global Insurance Letter
52	20	583	8/7/2017	Letter	FEMA	Grantee/ Applicant	Final Request for Information (RFI)
53	7	583	10/6/2017	Letter	Applicant	FEMA	Final RFI Response

FIRST APPEAL - ADMINISTRATIVE RECORD INDEX
Metropolitan St. Louis Sewer District, PA ID 510-U02ZP-00
FEMA-4250-DR-MO, Project Worksheet 00584

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
1	28	N/A	1/25/2016	Agreement	FEMA	N/A	FEMA State Agreement
2	3	N/A	2/23/2016	RPA	Applicant	FEMA	Request for Public Assistance
3	1	N/A	N/A	CMF	N/A	N/A	Case Management Contact Log
4	1	N/A	4/1/2016	Sign-in Sheet	N/A	N/A	Kick off Meeting Attendees
5	1	N/A	4/1/2016	Acknowledgment	Applicant	FEMA	Public Assistance Alternative Procedures Pilot Program for Debris Removal (PAAB)
6	1	N/A	9/27/2016	Briefing	Applicant	FEMA	Applicant Exit Briefing
7	28	584	N/A	Report	N/A	N/A	EMMIE Entire Subgrant Application
8	6	584	8/25/2016	PW Version 0	FEMA	Applicant	PW 584 Version 0; includes damages and scope of work
9	2	584	9/18/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Hazard Mitigation Proposal
10	13	584	8/25/2016	PW Version 0 Backup Documentation			Berm Benefit Cost Analysis
11	1	584	2/4/2015	PW Version 0 Backup Documentation	FEMA	Applicant	Flood Insurance Rate Map
12	1	584	N/A	PW Version 0 Backup Documentation	N/A	N/A	Location Map
13	24	584	N/A	PW Version 0 Backup Documentation	N/A	N/A	Photos
14	8	584	1/7/2016	PW Version 0 Backup Documentation	FM Global	Applicant	Brief Loss Report
15	9	584	5/26/2016	PW Version 0 Backup Documentation			Berm Engineer's Preliminary Opinion of Probable Construction Cost
16	38	584	Various	PW Version 0 Backup Documentation			Berm Invoices

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
17	9	584	Various	PW Version 0 Backup Documentation			Goodwin Brothers Construction Company (GBCC) Berm Contract Materials, Labor, and Equipment
18	316	584	Various	PW Version 0 Backup Documentation			GBCC and Kennedy Associates/Architects Inc.(KAI) Contract Materials, Labor and Equipment
19	62	584	Various	PW Version 0 Backup Documentation			KAI Contract Summary of Completed Work
20	1	584	N/A	PW Version 0 Backup Documentation			GBCC and KAI Summary of Contract Costs
21	27	584	Various	PW Version 0 Backup Documentation			Temporary Belt Press Material, Labor, and Equipment
22	24	584	Various	PW Version 0 Backup Documentation			Temporary Road Material, Labor, and Equipment
23	1	584	8/12/2016	PW Version 0 Backup Documentation			Wire Replacement Estimate
24	8	584	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Confirmation of Coverage
25	154	584	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Amendatory Endorsement Manual
26	24	584	N/A	PW Version 0 Backup Documentation			Freeholders Plan and Proposal
27	2	584	7/19/2005	PW Version 0 Backup Documentation			General Management Policy - Water Backup Claims
28	7	584	8/2013	PW Version 0 Backup Documentation			General Management Policy - Purchasing Policy

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
29	82	584	6/26/2015	PW Version 0 Backup Documentation	FM Global	Applicant	FM Global Insurance Policy
30	18	584	12/31/2015	PW Version 0 Backup Documentation			Emergency Declaration Status Form
31	27	584	Various	PW Version 0 Backup Documentation			Ordinances
32	1	584	6/22/2016	PW Version 0 Backup Documentation	Applicant	FEMA	Insurance Documentation for Waste Water Backup Email
33	37	584	7/1/2015 - 7/1/2016	PW Version 0 Backup Documentation	Zurich	Applicant	Sewer Backup Policy
34	1	584	7/1/2015 - 7/1/2017	PW Version 0 Backup Documentation	Zurich	Applicant	Self Insured Retention
35	38	584	12/23/2015 - 2/4/2016	PW Version 0 Backup Documentation			Sewer Claims
36	3	584	8/9/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Debris Removal Questions Email
37	5	584	4/2016	PW Version 0 Backup Documentation			Demolition Quotes for Homes Flooded
38	3	584	N/A	PW Version 0 Backup Documentation	FEMA	Applicant	Request for Information - Contracts
39	136	584	N/A	PW Version 0 Backup Documentation	Applicant	FEMA	Request for Information Response - Contracts
40	6	584	1/3/2017	Letter	Grantee	FEMA	Time Extension
41	17	584	4/3/2017	Memo	FEMA	Applicant	Eligibility Determination Memo
42	2	584	6/2/2017	Letter	Grantee	FEMA	First Appeal

Document No.	No. of Document Pages	Applicable FW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
43	4	584	5/31/2017	Letter	Applicant	Grantee	First Appeal
44	8	584	4/3/2017	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment A - FEMA Determination Memo
45	18	584	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment B- Consolidated Invoice Review Comments with Resolution Comments
46	2	584	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment C - Consolidated Invoice Review Comments with Resolution Comments
47	2	584	Various	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Grand Glaize WWTP
48	1	584	N/A	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Fenton WWTP
49	2	584	N/A	Applicant's First Appeal Backup Documentation	FEMA	Applicant	KAI Contract MO River WWTP
50	1	584	5/15/2017	Applicant's First Appeal Backup Documentation	FEMA	Grantee/ Applicant	Attachment D - FM Global Insurance Letter
51	20	584	8/7/2017	Letter	FEMA	Applicant	Final Request for Information (RFI)
52	7	584	10/6/2017	Letter	Applicant	FEMA	Final RFI Response

FIRST APPEAL - ADMINISTRATIVE RECORD INDEX
Metropolitan St. Louis Sewer District, PA ID 510-U02ZP-00
FEMA-4250-DR-MO, Project Worksheet 00593

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
1	28	N/A	1/25/2016	Agreement	FEMA	N/A	FEMA State Agreement
2	3	N/A	2/23/2016	RPA	Applicant	FEMA	Request for Public Assistance
3	1	N/A	N/A	CMF	N/A	N/A	Case Management Contact Log
4	1	N/A	4/1/2016	Sign-in Sheet	N/A	N/A	Kick off Meeting Attendees
5	1	N/A	4/1/2016	Acknowledgment	Applicant	FEMA	Public Assistance Alternative Procedures Pilot Program for Debris Removal (PAAB)
6	1	N/A	9/27/2016	Briefing	Applicant	FEMA	Applicant Exit Briefing
7	23	593	N/A	Report	N/A	N/A	EMMIE Entire Subgrant Application
8	5	593	9/10/2016	PW Version 0	FEMA	Applicant	PW 593 Version 0; includes damages and scope of work
9	8	593	1/4/2016	PW Version 0 Backup Documentation			Emergency Declaration Status Form
10	1	593	2/4/2015	PW Version 0 Backup Documentation	FEMA	Applicant	Flood Insurance Rate Map
11	1	593	N/A	PW Version 0 Backup Documentation	N/A	N/A	Location Map
12	24	593	N/A	PW Version 0 Backup Documentation	N/A	N/A	Photos
13	8	593	1/7/2016	PW Version 0 Backup Documentation	FM Global	Applicant	Brief Loss Report
14	43	593	Various	PW Version 0 Backup Documentation			KAI Contract Invoices
15	1	593	N/A	PW Version 0 Backup Documentation			Summary of KAI Invoices
16	23	593	Various	PW Version 0 Backup Documentation			Labor and Equipment Backup

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
17	4	593	Various	PW Version 0 Backup Documentation			Pump Rental and Repair Backup
18	25	593	Various	PW Version 0 Backup Documentation			Belt Press Rental Labor and Equipment
19	39	593	Various	PW Version 0 Backup Documentation			Overtime Spreadsheet
20	5	593	Various	PW Version 0 Backup Documentation			Work to be Completed - Purchase of Pumps
21	1	593	8/5/2016	PW Version 0 Backup Documentation			Work to be Completed - Temporary Wall Removal Estimate
22	1	593	N/A	PW Version 0 Backup Documentation			Summary of Contract Costs
23	8	584	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Confirmation of Coverage
24	154	584	7/2015 - 7/2016	PW Version 0 Backup Documentation			Property Amendatory Endorsement Manual
25	24	593	N/A	PW Version 0 Backup Documentation			Freeholders Plan and Proposal
26	2	593	7/19/2005	PW Version 0 Backup Documentation			General Management Policy - Water Backup Claims
27	7	593	8/2013	PW Version 0 Backup Documentation			General Management Policy - Purchasing Policy
28	82	593	6/26/2015	PW Version 0 Backup Documentation	FM Global	Applicant	FM Global Insurance Policy

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
29	18	593	12/31/2015	PW Version 0 Backup Documentation			Emergency Declaration Status Form
30	27	593	Various	PW Version 0 Backup Documentation			Ordinances
31	1	593	6/22/2016	PW Version 0 Backup Documentation	Applicant	FEMA	Insurance Documentation for Waste Water Backup Email
32	37	593	7/1/2015 - 7/1/2016	PW Version 0 Backup Documentation	Zurich	Applicant	Sewer Backup Policy
33	1	593	7/1/2015 - 7/1/2017	PW Version 0 Backup Documentation	Zurich	Applicant	Self Insured Retention
34	38	593	12/23/2015 - 2/4/2016	PW Version 0 Backup Documentation			Sewer Claims
35	3	593	8/9/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Debris Removal Questions Email
36	5	593	4/2016	PW Version 0 Backup Documentation			Demolition Quotes for Homes Flooded
37	3	593	N/A	PW Version 0 Backup Documentation	FEMA	Applicant	Request for Information - Contracts
38	136	593	N/A	PW Version 0 Backup Documentation	Applicant	FEMA	Request for Information Response - Contracts
39	6	593	5/2/2017	Letter	Grantee	FEMA	Time Extension
40	17	593	4/3/2017	Memo	FEMA	Applicant	Eligibility Determination Memo
41	2	593	6/2/2017	Letter	Grantee	FEMA	First Appeal
42	4	593	5/31/2017	Letter	Applicant	Grantee	First Appeal

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
43	8	593	4/3/2017	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment A - FEMA Determination Memo
44	18	593	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment B- Consolidated Invoice Review Comments with Resolution Comments
45	2	593	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment C - Consolidated Invoice Review Comments with Resolution Comments
46	2	593	Various	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Grand Glaize WWTP
47	1	593	N/A	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Fenton WWTP
48	2	593	N/A	Applicant's First Appeal Backup Documentation	FEMA	Applicant	KAI Contract MO River WWTP
49	1	593	5/15/2017	Applicant's First Appeal Backup Documentation	FEMA	Grantee/ Applicant	Attachment D - FM Global Insurance Letter
50	20	593	8/7/2017	Letter	FEMA	Grantee/ Applicant	Final Request for Information (RFI)
51	7	593	10/6/2017	Letter	Applicant	FEMA	Final RFI Response

FIRST APPEAL - ADMINISTRATIVE RECORD INDEX
Metropolitan St. Louis Sewer District, PA ID 510-U02ZP-00
FEMA-4250-DR-MO, Project Worksheet 00602

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
1	28	N/A	1/25/2016	Agreement	FEMA	N/A	FEMA State Agreement
2	3	N/A	2/23/2016	RPA	Applicant	FEMA	Request for Public Assistance
3	1	N/A	N/A	CMF	N/A	N/A	Case Management Contact Log
4	1	N/A	4/1/2016	Sign-in Sheet	N/A	N/A	Kick off Meeting Attendees
5	1	N/A	4/1/2016	Acknowledgment	Applicant	FEMA	Public Assistance Alternative Procedures Pilot Program for Debris Removal (PAAB)
6	1	N/A	9/27/2016	Briefing	Applicant	FEMA	Applicant Exit Briefing
7	27	602	N/A	Report	N/A	N/A	EMMIE Entire Subgrant Application
8	5	602	9/8/2016	PW Version 0	FEMA	Applicant	PW 602 Version 0; includes damages and scope of work
9	1	602	2/4/2015	PW Version 0 Backup Documentation	FEMA	Applicant	Flood Insurance Rate Map
10	2	602	9/21/2016	PW Version 0 Backup Documentation	FEMA	Applicant	HMP
	3	602	Jun-16	PW Version 0 Backup Documentation			Debris Invoices
	24	602	1/14/2016	PW Version 0 Backup Documentation			KAI Contract
12	220	602	Various	PW Version 0 Backup Documentation			KAI Invoices
	17	602	1/14/2016	PW Version 0 Backup Documentation			KCI Emergency Contract Agreement
14	1802	602	Various	PW Version 0 Backup Documentation			KCI Pay Estimates
	12	602	1/14/2016	PW Version 0 Backup Documentation			Goodwin Emergency Contract Agreement

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
	47	602	Various	PW Version 0 Backup Documentation			Goodwin Invoices
11	1	602	N/A	PW Version 0 Backup Documentation			Summary of Completed Work Spreadsheet
15	1	602	N/A	PW Version 0 Backup Documentation	N/A	N/A	Conceptual High Water Pump Station-Mitigation
16	5	602	3/28/2016	PW Version 0 Backup Documentation	Applicant	FEMA	Elevation Certificate
17	26	602	4/1/2016	PW Version 0 Backup Documentation			Flow Control Valve
18	1	602	N/A	PW Version 0 Backup Documentation	N/A	N/A	Cost for Insurance Spreadsheet
22	3	602	4/8/2016 - 4/8/2017	PW Version 0 Backup Documentation	Selective	Applicant	Flood Insurance Policy Declarations
20	82	602	6/26/2015	PW Version 0 Backup Documentation	FM Global	Applicant	FM Global Insurance Policy
23	3	602	8/9/2016	PW Version 0 Backup Documentation	FEMA	Applicant	Debris Removal Questions Limal
24	5	602	4/2016	PW Version 0 Backup Documentation			Demolition Quotes for Homes Flooded
25	3	602	N/A	PW Version 0 Backup Documentation	FEMA	Applicant	Request for Information - Contracts
26	136	602	N/A	PW Version 0 Backup Documentation	Applicant	FEMA	Request for Information Response - Contracts

Document No.	No. of Document Pages	Applicable PW	Document Date	Document Type (letter, memo, email)	Document From	Document to	Document Description/Subject
28	6	602	5/2/2017	Letter	Grantee	FEMA	Time Extension
29	17	602	4/3/2017	Memo	FEMA	Applicant	Eligibility Determination Memo
30	2	602	6/2/2017	Letter	Grantee	FEMA	First Appeal
31	4	602	5/31/2017	Letter	Applicant	Grantee	First Appeal
32	8	602	4/3/2017	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment A - FEMA Determination Memo
33	18	602	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment B- Consolidated Invoice Review Comments with Resolution Comments
34	2	602	7/12/2016	Applicant's First Appeal Backup Documentation	Applicant	Grantee	Attachment C - Consolidated Invoice Review Comments with Resolution Comments
35	2	602	Various	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Grand Glaize WWTP
36	1	602	N/A	Applicant's First Appeal Backup Documentation	Applicant	Grantee	KAI Contract Fenton WWTP
37	2	602	N/A	Applicant's First Appeal Backup Documentation	FEMA	Applicant	KAI Contract MO River WWTP
38	1	602	5/15/2017	Applicant's First Appeal Backup Documentation	FEMA	Grantee/ Applicant	Attachment D - FM Global Insurance Letter
39	20	602	8/7/2017	Letter	FEMA	Grantee/ Applicant	Final Request for Information (RFI)
40	7	602	10/6/2017	Letter	Applicant	FEMA	Final RFI Response

Appendix F: Required FEMA Kickoff Meeting Data

The second significant change in the process from the emergency push is the incoming involvement of FEMA. FEMA will conduct a kickoff meeting whereat a variety of issues will be discussed. Our team will work with the County to make sure that County officials involved in the meeting have the materials and data that FEMA will expect to receive. These materials and data will include, but may not be limited to:

- Identification of the County's Debris Manager and provision of their contact information.
- The address and phone number of the Debris Management Center.
- An estimate of debris quantities based on your Preliminary Damage Assessments.
- Determination of how debris will be removed (in-house using force account labor and/or by a Contractor).
- Addresses and maps of debris management sites.
- Addresses and maps of final disposal sites.
- Copies of all relevant contracts and an explain of how the procurement process was completed. (FEMAS will also want to know if contracts are lump sum or unit price).
- Contract rates for debris removal labor and equipment and tipping and other disposal fees.
- An explanation of the debris removal monitoring program.
- Details on the automated debris management system (ADMS) load ticket documentation.
- Details on how other costs are being documented (time sheets, equipment logs, etc.).

Appendix G: Monitor Collection Data Fields

Documentation and Recordkeeping Practices

Our team and ADMS employ a scientific method for documentation and recordkeeping. The key to the scientific process is that it must be repeatable. The data that we generate is extremely precise. For example, through our data logging we can determine if a debris hauler is suspect of inappropriate collection methods.

These data headings are part of every invoice reconciliation between our client and the debris removal contractor.

- Ticket Type: Open or closed
- Barcode: Our internal tracking number
- Truck ID: Unique truck code
- Ticket Date/Time: When the ticket was opened and closed
- Contractor Short Name: Debris removal contractor – specialized code
- Debris Location: Where the debris loaded
- Disposal Location: Where the debris was discharged
- Debris Type: What was hauled
- Latitude: GPS coordinates of loading and discharge
- Longitude: GPS coordinates of loading and discharge
- Truck Capacity: The volume of space available for loading
- Percentage of Capacity: The tower monitor's estimation of the volume of space used
- Capacity Yardage: The yardage for which the load can be charge

Another report regarding the data collection adds the following data:

- Loading Monitor: Name of the person monitoring the loading
 - Tower Monitor: Name of the person monitoring the discharge
 - Load Images: Images of the load taken at the loading site and discharge site
 - Debris Pile Images: Images of the loading area before and after the load was taken
 - Truck Images: Images of the truck taken at the loading site and discharge site
 - Payment Basis: How payment is calculated (piece of debris, cubic yardage, etc.)
 - Mileage: The distance between the loading site and TDSRS
 - Total Cost: The value of the load
 - Source Location: Name of area/neighborhood, etc.
 - Property Type: ROW, park, private property, etc.
 - Sector and Zone: Area on county grid where debris was collected
 - Debris Count: Volume of white goods, tires, etc.
-

Appendix H: Motor Vehicle Identification Form



ENGINEERING

TLC EQUIPMENT REGISTRATION FORM (FOR ALL CONTRACT DEBRIS HAULERS)

REGISTRATION YEAR	NAME OF REGISTRANT (IF CORPORATION, SUBMIT CORPORATION PAPERS)																
ACCOUNT NUMBER	DBA NAME (IF APPLICABLE, SUBMIT FICTITIOUS NAME PAPERS)																
FLEET NUMBER	BUSINESS ADDRESS (WHERE FLEET IS BASED) (NO P.O. BOX NUMBERS)			COUNTY													
U.S. DOT NUMBER	CITY, STATE, ZIP CODE	BUSINESS PHONE NUMBER		BUSINESS EMAIL ADDRESS													
IFTA NUMBER	MAILING ADDRESS FOR BILLS, CAB CARDS, PLATES (NO P.O. BOX NUMBERS)			COUNTY													
FMCSA NUMBER	CITY, STATE, ZIP CODE																
PERSON TO CONTACT		CONTACT PHONE NUMBER		FAX NUMBER													
				EMAIL ADDRESS													
EQUIPMENT ADDITION SECTION			EQUIPMENT ADDITION SECTION														
EQUIPMENT NUMBER			EQUIPMENT NUMBER														
MODEL YEAR & MAKE			MODEL YEAR & MAKE														
VEHICLE IDENTIFICATION NUMBER			VEHICLE IDENTIFICATION NUMBER														
VEHICLE TYPE & AXLES			VEHICLE TYPE & AXLES														
<table border="1"><tr><td>VEHICLE TYPE</td><td>POWER UNIT AXLES</td><td>TRAILER UNIT AXLES</td></tr><tr><td></td><td></td><td></td></tr></table>			VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES				<table border="1"><tr><td>VEHICLE TYPE</td><td>POWER UNIT AXLES</td><td>TRAILER UNIT AXLES</td></tr><tr><td></td><td></td><td></td></tr></table>			VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES			
VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES															
VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES															
UNLADEN WEIGHT			UNLADEN WEIGHT														
WEIGHT GROUP (Combined Gross Weight)			WEIGHT GROUP (Combined Gross Weight)														
UNIT PRICE			UNIT PRICE														
<table border="1"><tr><td>LATEST PURCHASE</td><td>FACTORY</td></tr><tr><td></td><td></td></tr></table>			LATEST PURCHASE	FACTORY			<table border="1"><tr><td>LATEST PURCHASE</td><td>FACTORY</td></tr><tr><td></td><td></td></tr></table>			LATEST PURCHASE	FACTORY						
LATEST PURCHASE	FACTORY																
LATEST PURCHASE	FACTORY																
DATE OF PURCHASE (MM/DD/YYYY)			DATE OF PURCHASE (MM/DD/YYYY)														
IS UNIT LEASED?			IS UNIT LEASED?														
☐ YES ☐ NO			☐ YES ☐ NO														
NAME OF TITLED OWNER/LESSOR			NAME OF TITLED OWNER/LESSOR														
TITLE STATE & TITLE NUMBER			TITLE STATE & TITLE NUMBER														
<table border="1"><tr><td>TITLE STATE</td><td>TITLE NUMBER</td></tr><tr><td></td><td></td></tr></table>			TITLE STATE	TITLE NUMBER			<table border="1"><tr><td>TITLE STATE</td><td>TITLE NUMBER</td></tr><tr><td></td><td></td></tr></table>			TITLE STATE	TITLE NUMBER						
TITLE STATE	TITLE NUMBER																
TITLE STATE	TITLE NUMBER																
PLATE NUMBER			PLATE NUMBER														
CONTROL AND RESPONSIBILITY FOR SAFETY OF THIS VEHICLE:			CONTROL AND RESPONSIBILITY FOR SAFETY OF THIS VEHICLE:														
IS RESPONSIBLE CARRIER EXPECTED TO CHANGE DURING REGISTRATION YEAR? ☐ YES ☐ NO			IS RESPONSIBLE CARRIER EXPECTED TO CHANGE DURING REGISTRATION YEAR? ☐ YES ☐ NO														
USDOT NUMBER:			USDOT NUMBER:														
TAX ID NUMBER (FEIN):			TAX ID NUMBER (FEIN):														
EQUIPMENT DELETION SECTION			EQUIPMENT DELETION SECTION														
EQUIPMENT NUMBER			EQUIPMENT NUMBER														
MODEL YEAR & MAKE			MODEL YEAR & MAKE														
VEHICLE IDENTIFICATION NUMBER			VEHICLE IDENTIFICATION NUMBER														
PLATE NUMBER			PLATE NUMBER														
COMBINED GROSS WEIGHT			COMBINED GROSS WEIGHT														

Appendix I: Monitor Identification Materials

TLC Engineering Replacement of Identification Form

Date: _____

1. Company Information:

Name: _____
Address: _____ City: _____ State: _____ ZIP: _____
Contact: _____ Ph: _____ Fax: _____
E-mail: _____ Alt Ph: _____

2. Issuance/Replacement Details:

Badge Issuance ☐ Replacement ☐ Registration Number: _____
Letter Issuance ☐ Replacement ☐ Registration Number: _____
Hang Tag Issuance ☐ Replacement ☐ Registration Number: _____

3. Requester's Information:

Name: _____
Address: _____ City: _____ State: _____ ZIP: _____
Contact: Ph: _____ Ph (Alt.): _____ Fax: _____
E-mail: _____

4. Calculation of Fees:

Total Number of Replacements _____

Item	Fee (/Item)	No. Items	Cost
Badge:	\$5.00	_____	\$ _____
Letter:	\$5.00	_____	\$ _____
Hang Tag:	\$5.00	_____	\$ _____

5. Payment Details

Enclose Check Payable To:
TLC Disaster Recovery Services
Identification Unit
Materials Tracking Program
8204 Westglen Drive
Houston, Texas 77063

or

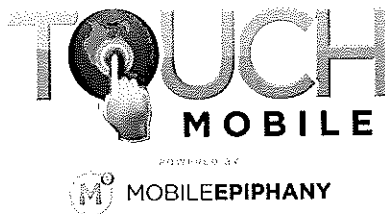
Pay by Credit Card

Name: _____
Number: _____
Expiry: _____ CVC: _____
Type: ☐ Visa ☐ MC ☐ Amex
Billing Address: _____

6. Responsible Company Representative:

Name: _____ Title: _____
Signature: _____ Date: _____
Address: _____ City: _____ State: _____ ZIP: _____
Contact: Ph: _____ Ph (Alt.): _____ Fax: _____
E-mail: _____

Appendix J: TLC's Automated Debris Management System – Confidential and Proprietary Data



Technical Review of
Touch Mobile ADMS
by Mobile Epiphany

Mobile Epiphany's
Automated Debris Management System,
for



Modern Tablets and Smart Phones

(Software Version 7.1)

White Paper

2017

PROPRIETARY INFORMATION - NOT FOR RELEASE

PROPRIETARY AND CONFIDENTIAL INFORMATION

TLC's Automated Debris Management System Touch Mobile ADMS

TLC's Touch Mobile Automated Debris Management System (TM-ADMS) addresses all federally approved processes required to enable reimbursement from FEMA to the affected jurisdiction (FEMA 325) and much more. TM-ADMS was designed and built to exceed the limited range of capabilities of today's overly simple and incomplete ADM systems built by monitoring companies whose systems are far from comprehensive.

Our ADMS significantly reduces the potential of fraud by being a comprehensive and cohesive system that can follow a project from the 70-hour initial push to the closure of the Public Assistance (PA) process.

Many fraud detection capabilities are layered within this system. We do not document them in this white paper but are happy to review them with the appropriate jurisdictional and monitoring company representatives when requested to do so.

Summary of TLC's Touch Mobile ADMS

The Touch Mobile ADMS is

1. **A single device system** (No Printer needed) for Field monitors. Only a smart phone or tablet, in combination with pre-printed tickets, is required. Rather than use printers, which are subject to many points of failure in the field, monitors are provided pre-printed haul tickets that are extremely simple to use and extremely secure from fraudulent use. The mechanical and technical risks associated with a 2-device system (which includes a printer and a mobile device for each field monitor) come with a significant chance of failure while in the field. Failures in the field associated with printers are completely avoided while increasing fraud prevention and detection by using the TM-ADMS.
2. **A robust mobile application system**, which only needs to connect to networks once a day (or even less) to support regular tracking of a wide variety of ADMS data points.
3. **A comprehensive ADMS** that tracks the entire process and not just the haul tickets.
4. **An enterprise-class reporting system** that allows TLC to run a wide variety of report types at any point in time to see the project's current status, current expenses, etc.
5. **A multi-faceted anti-fraud technology** that is designed to detect multiple types of fraud in multiple different ways.
6. **A complete mobile and back office software system** that addresses the entire spectrum of data collection required in a professional debris removal project, not just haul tickets.

Philosophy of Design for a Comprehensive ADMS

As jurisdictions face increasing demands to prevent fraud and maintain continuous data visibility in their debris removal and monitoring processes, they struggle to find a service provider that has an automated debris management systems (ADMS) that is focused on their jurisdictional needs. Most ADM systems are cobbled together and tend to include no more than the minimum features necessary to win contracts.

Typically, even the monitoring companies that do invest in developing ADM systems commit the minimal resources necessary to develop simple haul ticket tracking systems. Additionally, their systems depend on Bluetooth connectivity and mechanical printers in the field. Both of these needs are often points of failure, either individually or together. Communities typically have areas where cell reception is limited and monitors are not always proficient in managing the paper rolls, blue tooth connections, and all of the other technical requirements of a mobile printer. Additionally, when the failures occur is when the ticket is needed by the haul driver. The pressure on the monitor increases as the driver becomes increasingly frustrated and impatient.

Due to system failures and inefficiencies, monitoring company ADM systems lose critical data that is required by FEMA to reconcile invoices and other support documentation. This directly impacts the community being served by reducing the amount of reimbursement for which they would otherwise easily qualify. These communities never discover how much additional assistance they could have received because this is not something that is disclosed to the client.

Finally, the problems in the field may go undetected for an entire day. The monitor may feel that they are doing their job properly, but a minor error or glitch in the ADMS means that day's entire data for that monitor may be completely corrupted and inadmissible.

User Roles and their Functions in a Comprehensive ADMS

Today's Data visibility needs during an active debris removal project go far beyond simple haul ticket tracking. A variety of user roles and functions of debris management are required to achieve comprehensive data tracking. These additional requirements demand easy-to-learn and easy-to-use processes. The most effective method to providing such processes is having user-guided workflows.

There are many guided workflows within the ADMS, and are unique to the many user roles represented in the system. "Guided workflow" is a method wherein the ADMS guides a specific user, by their role, not only to collect the data required by the user's role, but make decisions for them, based on FEMA and jurisdictional rules. In addition, the ADMS educates them as to the steps they are about to take and why, thus providing them an "on the job training" method while collecting data. Finally, for users who already have learned the methods well, they can simply skip the educational screens directly, allowing them to move more quickly. All of this comes together to ensure far fewer processing errors.

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All mobile app & PC software user roles assure that each of its users, no matter which role they are in, are using a simplified, fraud preventing, and guided mobile process. It has taken over four (4) years of continuous design enhancements and field tests with a wide variety of Subject Matter Experts (SMEs) from FEMA, jurisdictions, monitoring companies, and debris removal contractors to design and define these user roles, their required functions and the means to detect fraud throughout the system.

The applications and roles covered by TLC's ADMS span the entire debris removal lifecycle and ultimately provide the jurisdiction an unprecedented level of real time and total project data visibility.

The mobile applications are designed for use by field personnel on the smaller screens of modern smart devices such as iPhones, iPads and Android devices. These are pure touch applications, built for simplicity and speed of use in the field.

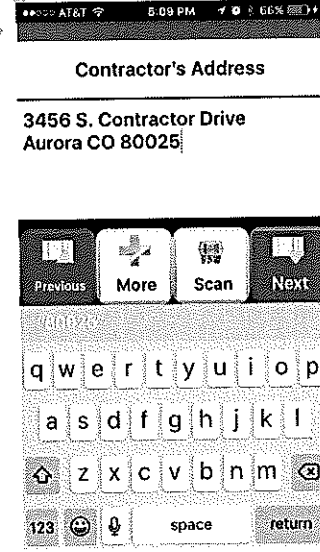
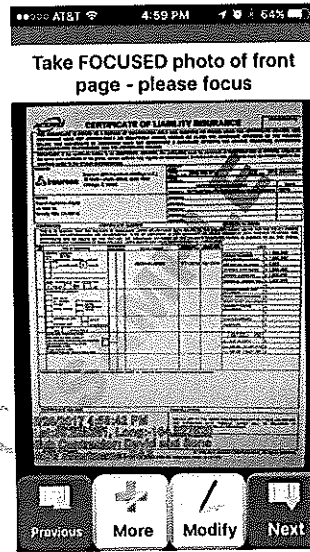
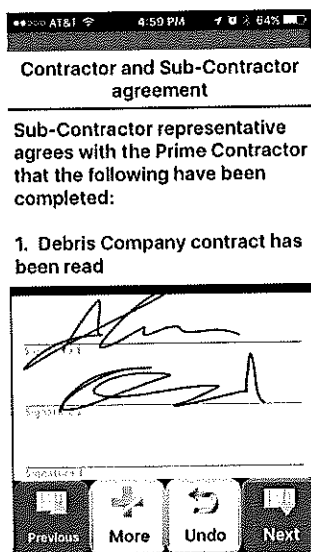
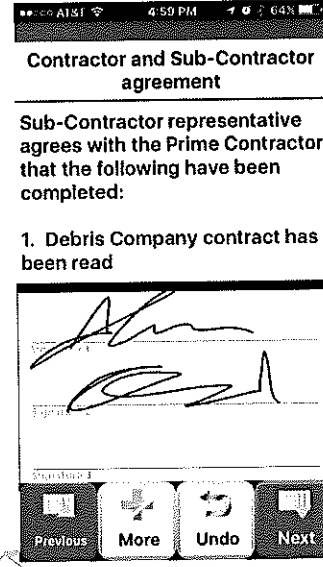
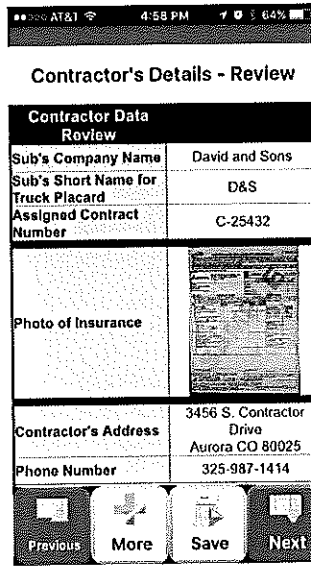
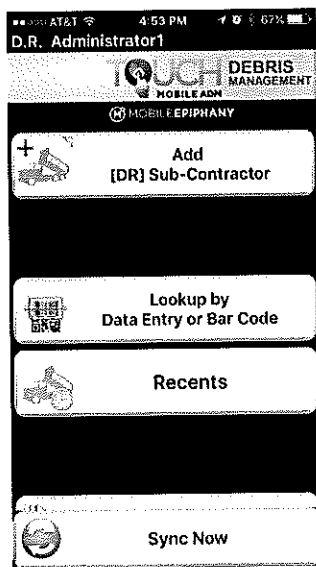
The PC-based Applications are designed for use by the Jurisdictional and TLC administrators in the "back office" keeping tabs on the process. Those applications are designed for PC's with larger screens, keyboards, and a mouse. The PC applications are also well designed for simplicity of training and use.

All users Login IDs in the system are numbered versions of their role. For example, a person might be HM1 or HM2 (Haul monitor 1 or 2). The first time they login, two (2) things happen. First, they are asked to change their initial password to something they can remember. Second, they see a home screen with buttons that only allow them to perform the processes associated with their role; nothing more. This approach allows us to secure hundreds or even thousands of users on a project and only give them access to data and processes for which they should be allowed.

All user roles and functions, as well as representative screen shots from the software for those user roles, are covered in detail below. These user roles and functions include:

1. **Debris Removal Administrator** The mobile app allows them to capture, on behalf of their jurisdictional customer, all required information about:
 - a. Sub-Contractor company data
 - i. Images of insurance
 - ii. Contact info of the owners
 - iii. Signatures from the responsible parties
 - iv. More...

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- b. Our assembled crews and the crews of their sub-contractors. The app guides the debris removal administrator to combine workers with drivers and trucks in order to define specific crews. This then allows TLC to rotate its field monitors each day with the uniquely defined debris removal crews.

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Details - Questions

[DR] Sub-Contractor

Data	Child Data
Sub's Company Name	David and Sons
Sub's Short Name for Truck Placard	D&S
Assigned Contract Number	C-25432
Does the company have the required insurance?	YES
Take FOCUSED photo of front	

Back More Request Report **Crews**

How to add NEW CREWS

HOW TO ADD NEW CREWS

Each DEBRIS REMOVAL CONTRACTOR has a few or many crews to be added in this system. Each crew of each DR CONTRACTOR requires a unique CREW#.

As you add each new crew to a contractor, start by assigning the first crew of that contractor the number 1. Then, for each

Cancel More Next

Crew number assignment grid

CREW # Assignment	
Crew number	VB6Z
Selected Contractor's Short Name	D&S
Crew's Unique ID	Cr-D&S-VB6Z

Previous More Save Next

c. Our crew workers (drivers and crew members) and those of the sub-contractors we hire into the process.

- i. Driver's license Number
- ii. Photo of the worker
- iii. Worker contact info
- iv. Unique (auto-assigned) Worker ID
- v. More....

Add Data

Add Trucks or Crew Members to your [DR] Crew

[DR] Pre-Certified Truck & Driver(s)

[DR] WORKER Crew-Member

Back

How to add NEW Debris Removal WORKERS / CREW-MEMBERS

HOW TO ADD NEW Debris Removal WORKERS / CREW-MEMBERS

Each DEBRIS REMOVAL CREW has a few or many WORKERS / CREW-MEMBERS to be added in this system. Each WORKERS / CREW-MEMBERS of each CREW requires a unique CREW-MEMBER# (AKA CM#).

As you add each new WORKERS / CREW-MEMBER to a

Previous More Next

[DR] NON-DRIVER Crew-Member Review

[DR] NON-DRIVER ID Info

Unique (assigned) Crew Member Number (CM#)	4LFD
This Crew Member's ID#	Cr-D&S-32FL-CM-4LFD

[DR] NON-DRIVER Data

Last Name - Crew Member	Henderson
First Name - Crew Member	Glenn
Home Address - Crew Member	13564 Gangnon Rd

Previous More Save Next

d. Our allowable (for certification) trucks & allowable drivers and those of the sub-contractors they hire into the process.

- i. Truck's License Plate #
- ii. Image of Trucks License Plate

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- iii. Unique (auto-assigned) Truck ID
- iv. Truck Drivers permitted to drive the truck
- v. Driver's license Data and image of the license
- vi. More....

5:19 PM 71%

Add Data

Add Trucks or Crew Members to your [DR] Crew

☐ [DR] Pre-Certified Truck & Driver(s)

☐ [DR] WORKER Crew-Member

Back

5:22 PM 72%

Write this info on the the Barcoded Truck Certification

TO BE WRITTEN ON THE BARCODED TRUCK CERTIFICATION TICKET

CONTRACTORS SHORT NAME D&S

CREW ID# Cr-D&S-32FL

TRUCK ID# KJKR

LICENSE PLATE # Gfd-365

LICENSE STATE Arizona

Debris Contractor's Device Code

DC's Device Code B4GF

Select "Next Entry" to enter truck drivers

Previous More Save Next

5:25 PM 72%

Truck and Drivers' Details - Review

FINAL DATA REVIEW	TRUCK, DRIVER(S) AND OWNER
Truck Data	
Scan the Truck Certification Ticket's Bar-code	TM-000987
Crew ID#	Cr-D&S-32FL
Unique (Assigned) Truck ID #	KJKR
Enter the License Plate #	Gfd-365
Enter the License Plate State	Arizona
The Debris Contractor's DEVICE CODE	B4GF
Driver	
Last Name - Driver	Darren
First Name - Driver	Gary
Home Address -	

Previous More Save Next

5:26 PM 72%

Give the Barcoded Truck Certification Ticket to the Truck

SIGN THE TICKET AND GIVE THE BARCODED TRUCK CERTIFICATION TICKET TO THE TRUCK DRIVER

Then instruct the truck driver to take the Ticket to the certification area and hand it to the Truck Certifier.

Instruct the truck driver that his truck cannot be certified without handing this Ticket to the Truck

Previous More Next

PROPRIETARY INFORMATION - NOT FOR RELEASE

2. **TLC's Financial Administrator** The mobile app allows our financial administrator to capture, on behalf of our client, all payment terms agreed on between the individual Debris Removal companies and the client. No matter how complex or different payment terms may be from project to project or Debris Removal Company to Debris Removal Company, The financial advisor can easily capture all the rules for payment directly into the system by reading the contract and placing the numbers and categories of payment into the fee sections of the software. This allows TLC and/or our client to run reports at any point in the process, showing how much they owe to each individual Debris removal company based on the data that has been collected. Reconciliation during the process and at final closure is nothing more than running a report once this pricing and fee data is in the system.
3. **Truck Certifiers** have their own specific set of mobile processes. The mobile app allows them to enter simple measurements and images and then the mobile device completes all the complex calculations required to certify a wide variety of truck shapes and types. The app also guides them as to exactly what to write on the trucks required ID Placard.

The screenshots illustrate the following steps in the app:

- Truck Certifier1**: Main menu with options: Add Truck Certification, Lookup by Data Entry or Bar Code, Recents, and Sync Now.
- Scan the Truck Driver's Bar-Coded Truck Certification ticket**: A screen with a 'Scan' button and a keyboard overlay.
- Truck Type**: A list of truck types with corresponding icons: Dump Trailer, Self-Loader, Dump Truck, and Other.
- Select any and all deductions**: A list of checkboxes for deductions: Chamfer(s), Fillet(s), Wheel Well(s), Dog House, and Other/Unusual Modification.
- Truck Bed Capacity Review**: A table showing calculations for truck capacity.
- Truck Placard Information**: A form for entering placard details, including Unique Crew ID, Unique Truck ID, Truck Capacity, and Applicant's Name.

Truck Capacity Calculations	
Rounded Net Capacity	23.74 CY
Truck Details	
Truck Type	Dump Truck
Tail Gate Type	Solid Tail gate
Calculation Breakdown	
Gross Capacity	28.89 cy
Total Standard Deductions	5.14 cy
Tail Gate Offset Deduction	0 cy
Net Capacity	23.74 cy
Truck Bed Measurements	
Bed Length	260 IN
Bed Width	72 IN

Truck Placard Information	
Please write the following information - "LARGE AND LEGIBLE" - on the placard and apply the placard to the driver's side of the truck	
UNIQUE CREW ID #	VB6S
UNIQUE TRUCK ID #	KJKR
TRUCK CAPACITY	23.74 CYs
APPLICANT'S NAME (City, County Etc)	Applicant's Name "MUST" be on the Placard

PROPRIETARY INFORMATION - NOT FOR RELEASE

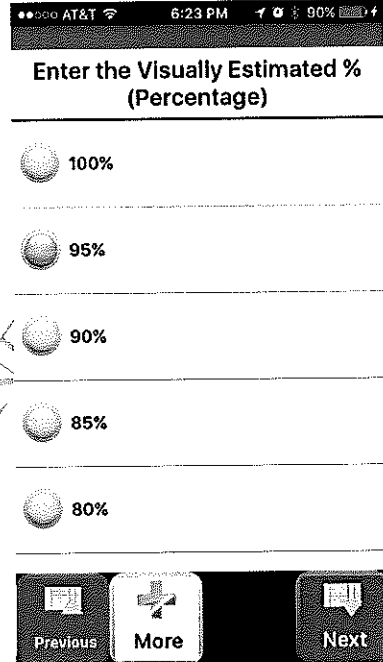
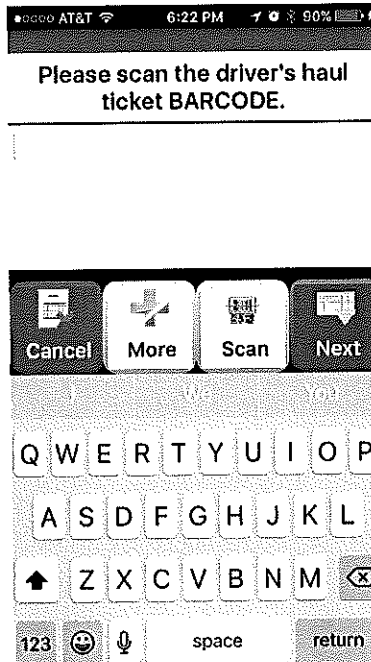
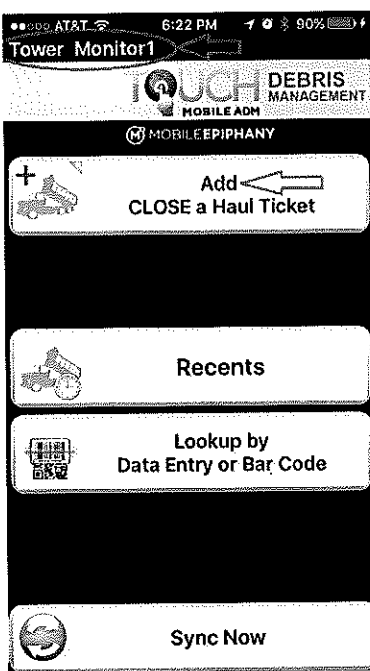
4. **TLC's Operational Administrator** can capture data about all of our own employees as well as all of the TLC data required for recording all monitoring sub-contractors and their employees. Additionally, our operational administrator can record which monitor is assigned to each crew each day and to which sector and zone that crew is assigned.
5. **Debris Loading Monitors** have a specific mobile process for vegetation, C&D, all other types of debris, and mixed and piece work, which allows them to open a haul ticket. The system automatically logs the field monitor's unique device ID, date, time, and GPS while showing them exactly what to write on the paper haul ticket before giving it to the driver.

Open Haul Ticket Review	
HAUL TICKET BARCODE	TM-456234
FIELD DEVICE CODE	4NS8
Contractor's SHORT NAME	D&S
CREW ID#	GF5D
TRUCK ID#	GH54
Sector and Zone	
SECTOR	(S-3)
ZONE	(Z-22)
DEBRIS PICKUP AREA	In the Field
Debris Amounts by Type	
DEBRIS TYPE(S)	C&D (Construction and Demolition)
FIELD MONITOR'S	4NS8

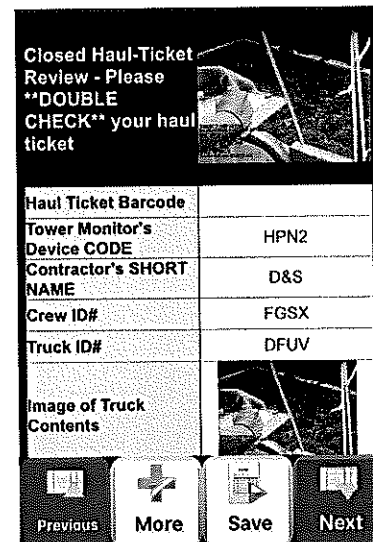
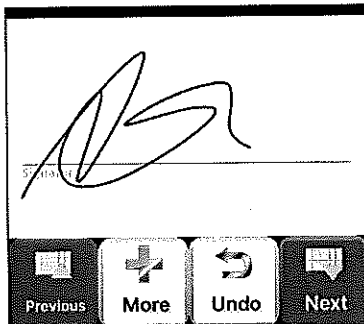
Open Haul Ticket Review	
HAUL TICKET BARCODE	TM-456234
FIELD DEVICE CODE	4NS8
Contractor's SHORT NAME	D&S
CREW ID#	GF5D
TRUCK ID#	GH54
Sector and Zone	
SECTOR	(S-3)
ZONE	(Z-22)
DEBRIS PICKUP AREA	In the Field
Debris Amounts by Type	
DEBRIS TYPE(S)	C&D (Construction and Demolition)
FIELD MONITOR'S	4NS8

PROPRIETARY INFORMATION – NOT FOR RELEASE

6. **Tower Monitors** have a specific mobile process to close a haul ticket. The system automatically logs the Tower Monitor's unique device ID, date, time and GPS while showing them exactly what to write on the paper haul ticket before they pass it back to the driver.



Signature of Tower Monitor



PROPRIETARY INFORMATION – NOT FOR RELEASE

7. **Reconnaissance Team Administrators** have a specific set of mobile processes in order to define the members of all leaner, hanger, and stump (LHS) reconnaissance teams and all vehicle, vessel, and water debris reconnaissance teams that they are assembling each day. One person on each team is also designated as the reconnaissance team leader for that team type.
8. **Leaner, Hanger & Stump Reconnaissance Team Leaders** have a specific set of mobile processes that guide them to identify, geospatially mark, and generate secured work orders for all eligible leaners, hangers, and stumps found for removal. It also has the ability to allow them to complete the inspection of, and generate a work order, for jurisdictionally allowed (but FEMA ineligible) leaners, hangers, and stumps and keeps them separate in the data. This allows the jurisdiction and TLC to correctly calculate what they owe the debris removal company as well as separately calculate all eligible efforts and debris for FEMA reimbursement requests. This work order creation system ensures that when leaner and hanger cut monitors or stump extraction monitors head out with their crews to perform their cut and extraction duties, they can easily locate the “pre-confirmed eligible” and “pre-confirmed jurisdictionally allowable” items on a map, properly record their removal, and provide complete “Proof of Work”. At every level, this system is a proof of work system.
9. **Leaner and Hanger Cut Monitors for the ROW and Public Property** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the cut down of every eligible (or jurisdictionally allowable) leaner and hanger previously identified (on the ROW or on Public Land), inspected and recorded by the LHS reconnaissance team leader.
10. **Leaner and Hanger Cut Monitors for Private** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the cut down of every eligible (or jurisdictionally allowable) leaner and hanger previously identified (on Private Property), inspected and recorded by the LHS reconnaissance team leader.
11. **Leaner and Hanger Cut Monitors for Parks & Rec** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the cut down of every eligible (or jurisdictionally allowable) leaner and hanger previously identified (on Parks and Recreation Land), inspected and recorded by the LHS reconnaissance team leader.
12. **Stump Extract Monitors for ROW** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the extraction of every eligible (or jurisdictionally allowable) stump previously identified (on the ROW or on Public Land), inspected and recorded by the LHS reconnaissance team leader.
13. **Stump Haul Monitors for ROW** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the haul of every eligible (or jurisdictionally allowable) stump previously identified (on the ROW or on Public Land), for which a haul work order exists.

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14. **Stump Extraction Monitors for Private Property** (via work order pushpins on a map), verifying, and recording the extraction of every eligible (or jurisdictionally allowable) stump previously identified (on private property), inspected and recorded by the LHS reconnaissance team leader.
15. **Stump Haul Monitors for Private Property** (via work order pushpins on a map), verifying, and recording the hauling of every eligible (or jurisdictionally allowable) stump previously identified (on private property) for which a haul work order exists.
16. **Stump Extraction Monitors for Parks and Recreation** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the extraction of every eligible (or jurisdictionally allowable) stump previously identified (on Parks and Recreation land), inspected and recorded by the LHS reconnaissance team leader.
17. **Stump Haul Monitors for Parks and Recreation** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the removal and hauling of every stump (on Parks and Recreation land) for which a haul work order exists.
18. **Vehicles, Boats, and Water Debris Reconnaissance Team Leaders** have a specific set of mobile processes that guide them to identify, geospatially mark, and generate secured work orders for the removal of all eligible vehicles-boats (vessels) and collections of water debris. The ADMS also has the ability to allow reconnaissance leader to complete the inspection of, and generate a work order for, jurisdictionally allowed (but FEMA ineligible) vehicles, boats (vessels), and collections of water debris and keeps them separate in the data. This allows the jurisdiction and TLC to correctly calculate what they owe the debris removal company as well as separately calculating all eligible efforts and debris for FEMA reimbursement requests. This work order creation system ensures that when vehicle haul monitors, boat (vessel) haul monitors, and water debris haul monitors head out with their crews to perform their removal and haul duties, they can easily locate the "pre-confirmed eligible" and "pre-confirmed jurisdictionally allowable" items on a map, properly record their removal and haul, and provide complete "proof of work". At every level, this system is a proof of work system.
19. **Vehicle Removal Monitors** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the removal of every eligible (or jurisdictionally allowable) vehicle previously identified, inspected and recorded by the vehicle boat and water debris reconnaissance team leader.
20. **Boat (Marine Vessel) Removal Monitors** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the removal of every eligible (or jurisdictionally allowable) boat previously identified, inspected and recorded by the vehicle boat and water debris reconnaissance team leader.
21. **Water Debris Haul Monitors** have specific mobile processes for geospatially locating (via work order pushpins on a map), verifying, and recording the removal of every eligible (or

PROPRIETARY INFORMATION – NOT FOR RELEASE

jurisdictionally allowable) item of water debris previously identified, inspected and recorded by the vehicle boat and water debris reconnaissance team leader.

22. **TLC Company Safety Supervisors** have a specific set of mobile processes which allows them to capture data about trucks, workers, drivers, and crews who are violating the rules of the process or are functioning in an unsafe or inappropriate manner. Separate reports can also be set up to alert TLC when these violations have been identified and recorded to ensure that we are automatically made aware.

Geospatial Visualizations within TOUCH ADMS

GPS Devices are ubiquitous in today's Apple and Android Smart Phones and Tablets. In order to leverage this technology in a way that is useful to TLC, a multitude of views must be made available to the user that gives them power to sort and filter the data they want and need to see without ambiguity. This is achieved both in the mobile application and in the reporting capability of Touch ADMS. This section will review the unique look of each relevant pushpin.

Simple square pushpins with a single letter in its middle and a consistent color language will be seen on reports (mapping reports). They generally look like this one but come in a few colors with letters that tell about their property type. In this example, green means "leaner" and the letter "R" refers to the right-of-way (ROW).



Rectangular pushpins with letters on its corners and a consistent color language will be seen on the maps within the app itself. They generally look like this one but come in a few colors with letters that tell about their property type: In this example, green means "leaner" (and so does the letter "L") and the letter "R" beneath it refers to the ROW.



For each Pushpin type (for example, an Eligible hanger in the Right of way), we have 2 different pushpins. One that is used on the live maps inside the mobile app (the rectangular ones) and a square one that is designed to be shown on a busy map report. Both convey the same information.

Before users can look at a busy map in the app or a busy map report (like a PDF file) covered with pushpins (and understand what they are seeing), we need to review the color and marker language of those pushpins.

Note the following letter and letter position codes. We will discuss color pushpin later. We are using a green pushpin simple for this example.



or



Yellow around black text refers to an initial LHS inspection done by an LHS Reconnaissance team leader

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 or  White around black text refers to an LHS work order resulting from an inspection

 or   Blue around white text refers to an LHS ad-hoc inspection w/cut (or extraction)

 "L" in the upper left of a *in-app map* green pushpin means "leaner"

 "H" in the upper left of a *in-app map* sky blue pushpin means "hanger"

 & "S" in the upper left and "L" in the lower left of an *in-app map* black pushpin means "large-stump"

 & "S" in the upper left and "S" in the lower left of a *in-app map* grey pushpin means "large-stump"

 & "S" in the upper left and "D" in the lower left of a *in-app map* brown pushpin means "detached-stump"

With respect to the next letter after the type letter, it indicates the Property type:

R=ROW

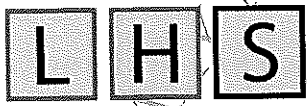
U=PUblic Property

V=PriVate property

&=Parks and Rec

Listed below are all of the unique in-app pushpins (rectangular) and their map reporting (square) counterparts.

The initial Leaner Hanger & Stump (LHS) inspections done by the Reconnaissance team leaders

1.  The Initial LHS inspections

The initial LEANER CUT WORK ORDERS Generated by the initial LEANER Inspection

2.  Leaner CUT Work Orders

3.  Leaner ALLOWABLE CUT Work Orders

Ad-HOC LEANERS identified, inspected and Cut in the field by the CUT TEAM

PROPRIETARY INFORMATION - NOT FOR RELEASE

4. Ad-Hoc Leaner INSPECT & CUT

5. Ad-Hoc & ALLOWABLE Leaner INSPECT & CUT

The initial HANGER CUT WORK ORDERS Generated by the initial HANGER Inspection

6. Hanger CUT Work Orders

7. Hanger ALLOWABLE CUT Work Orders

Ad-HOC HANGERS identified, inspected and Cut in the field by the CUT TEAM

8. Ad-Hoc Hanger INSPECT & CUT

9. Ad-Hoc & ALLOWABLE Hanger INSPECT & CUT

The initial LARGE-STUMP EXTRACTION WORK ORDERS Generated by the initial STUMP Inspection

10. Large Stump EXTRACT Work Orders

11. Large Stump ALLOWABLE EXTRACT Work Orders

Ad-HOC LARGE-STUMPS identified, inspected and Cut in the field by the CUT TEAM

12. Ad-Hoc Large Stump INSPECT & EXTRACT

13. Ad-Hoc & ALLOWABLE Large Stump INSPECT & EXTRACT

The initial SMALL-STUMP EXTRACTION WORK ORDERS Generated by the initial STUMP Inspection

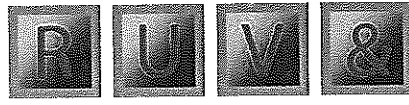
14. Small Stump EXTRACT Work Orders

PROPRIETARY INFORMATION - NOT FOR RELEASE

15.  Small Stump ALLOWABLE EXTRACT Work Orders

Ad-HOC SMALL-STUMPS identified, inspected and Cut in the field by the CUT TEAM

16. Ad-Hoc Small Stump INSPECT & EXTRACT

17.  Ad-Hoc & ALLOWABLE Small Stump INSPECT & EXTRACT

The initial DETACHED-STUMP HAUL WORK ORDERS Generated by the initial STUMP Inspection

Ad-HOC DETACHED-STUMPS identified, inspected and HAULED from the field by the HAUL TEAM

1. LEANER Inspection 
- a.  (L,R,-,-) *LEANER [CUT WO] ROW
 - b.  (L,U,-,-) *LEANER [CUT WO] PUBLIC Property
 - c.  (L,V,-,-) *LEANER [CUT WO] Private Property
 - d.  (L,&,-,-) *LEANER [CUT WO] Parks & Rec (Cat-G)
 - e.  (L,R,-,A) *LEANER [A-CUT WO] ROW
 - f.  (L,U,-,A) *LEANER [A-CUT WO] PUBLIC Property
 - g.  (L,V,-,A) *LEANER [A-CUT WO] Private Property
 - h.  (L,&,-,A) *LEANER [A-CUT WO] Parks & Rec (Cat-G)
2. HANGER Inspection (H, -, -, -) 
- a.  (H,R,-,-) *HANGER [CUT WO] ROW
 - b.  (H,U,-,-) *HANGER [CUT WO] PUBLIC Property
 - c.  (H,V,-,-) *HANGER [CUT WO] Private Property
 - d.  (H,&,-,-) *HANGER [CUT WO] Parks & Rec (Cat-G)

PROPRIETARY INFORMATION - NOT FOR RELEASE

- e.  (H,R,-,A) *HANGER [A-CUT WO] ROW
- f.  (H,U,-,A) *HANGER [A-CUT WO] PUBLIC Property
- g.  (H,V,-,A) *HANGER [A-CUT WO] Private Property
- h.  (H,&,-,A) *HANGER [A-CUT WO] Parks & Rec (Cat-G)

3. STUMP Inspection.

- a.  (S,L,R,-) *LARGE-STUMP [Extract WO] ROW
- b.  (S,L,U,-) *LARGE-STUMP [Extract WO] PUBLIC Property
- c.  (S,L,V,-) *LARGE-STUMP [Extract WO] Private Property
- d.  (S,L,&,-) *LARGE-STUMP [Extract WO] Parks & Rec (Cat-G)
- e.  (S,L,R,A) *LARGE-STUMP [A-Extract WO] ROW
- f.  (S,L,U,A) *LARGE-STUMP [A-Extract WO] PUBLIC Property
- g.  (S,L,V,A) *LARGE-STUMP [A-Extract WO] Private Property
- h.  (S,L,&,A) *LARGE-STUMP [A-Extract WO] Parks & Rec (Cat-G)

All Small Stumps use GREY Pushpins - WHITE scallops with BLACK TEXT inside and ALL Small Stumps have the RED Scallop with a white "A" in it because all small stumps are ineligible and those that were inspected must be allowable

- i.  (S,S,R,A) *Small-STUMP [A-Extract WO] ROW
- j.  (S,S,U,A) *Small-STUMP [A-Extract WO] PUBLIC Property
- k.  (S,S,V,A) *Small-STUMP [A-Extract WO] Private Property
- l.  (S,S,&,A) *Small-STUMP [A-Extract WO] Parks & Rec (Cat-G)

PROPRIETARY INFORMATION - NOT FOR RELEASE

All DETACHED Stumps use Brown Pushpins - WHITE scallops with BLACK TEXT inside

The concept of a RED Scallop with a white "A" in it does not apply to Detached Stumps

- m.  (S,D,R,-) *Detached-STUMP (Lg>=24in) ROW
- n.  (S,D,U,-) *Detached-STUMP (Lg=>24in) PUBLIC Property
- o.  (S,D,V,-) *Detached-STUMP (Lg=>24in) Private Property
- p.  (S,D,&,-) *Detached-STUMP (Lg=>24in) Parks & Rec (Cat-G)

Review and Analysis of the ME Process Platform

Overview:

A new breed of technology is now available in the marketplace that allows organizations to quickly deploy enterprise class mobile applications which are directly suited to guide users through the knowledge intensive processes of an organization. Applications can be simply configured by snap-together building block components by non-programmer resources. The concept is known as Rapid Application Configuration (RAC). RAC is used by Mobile Epiphany, its customers and its partners, to create process guiding mobile applications. Applications can be created in a fraction of the time and cost of buying or developing an application; with almost none of the risk.

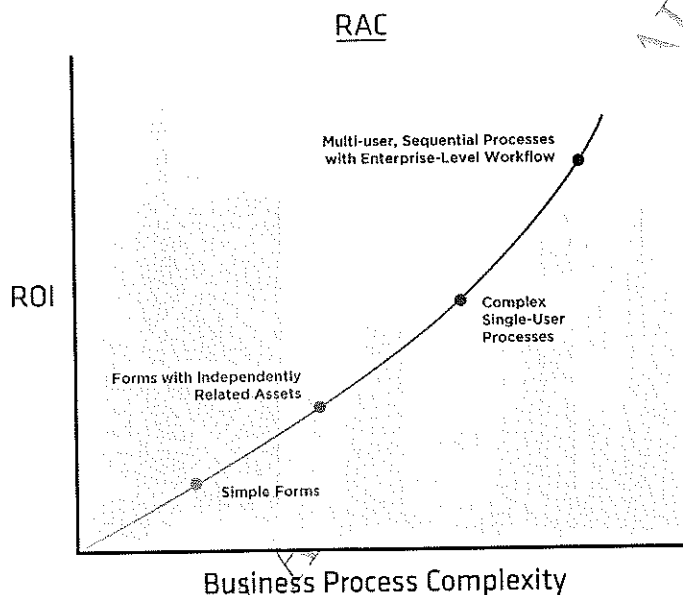
Mobile Epiphany has developed disruptive technology in the area of Mobile Applications. It is a programming-free platform called "ME Process" which can be used to rapidly configure (not develop) enterprise class business applications in a fraction of the time, cost, and risk of alternatives. This allows non-technical programmers to configure and deploy custom applications as much as 90+% faster than "Rapid Application Development" platforms, and even faster when compared to custom writing of code.

ME Process is a mobile software platform uniquely positioned for deploying mobile and back office supporting applications which are process focused and asset centric - incorporating forms, inspections, and enterprise workflow. ME process can be used to configure an incredibly wide variety of custom fit applications which are configured to precisely incorporate and optimize an organizations' best practices and tribal knowledge.

Assets, business processes, forms, and workflows are configured and deployed via a highly graphical and easily understood interface called the "business process designer" — no programming is required. Additionally, any updates or changes to the applications can be rapidly and automatically updated (literally within minutes) on all network connected mobile devices.

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Applications configured by the RAC platform range from very simple forms, forms which incorporate independently related assets, complex single user processes, and incredibly detailed and complex multi-user sequential processes which utilize enterprise workflow. The platform is inherently scalable, so an organization can utilize simple forms or very complex workflows - the correct component utilization will be defined by the requirements of the particular process. Multiple applications can run independently of one another or can be intertwined to support multiple simultaneous business processes. Regardless of the type or complexity of the application, all applications are configured and deployed with the same common and unified RAC platform. An organization may start with a simple form and the platform provides the ability to later modify and/or add applications to align with the organization's needs for additional features, process, and workflow when timing is appropriate. As a result, the ME Process platform can make an organization's barrier of entry into the world of assets, processes, and automated mobility incredibly low - yet provide room to scale to accommodate any future requirements.



Precisely configure applications to conform to your organization's processes at any point along the business process continuum. Mobilize and deploy applications ranging from simple forms to complex multi-user sequential process workflows with the same platform.

Components of ME Process

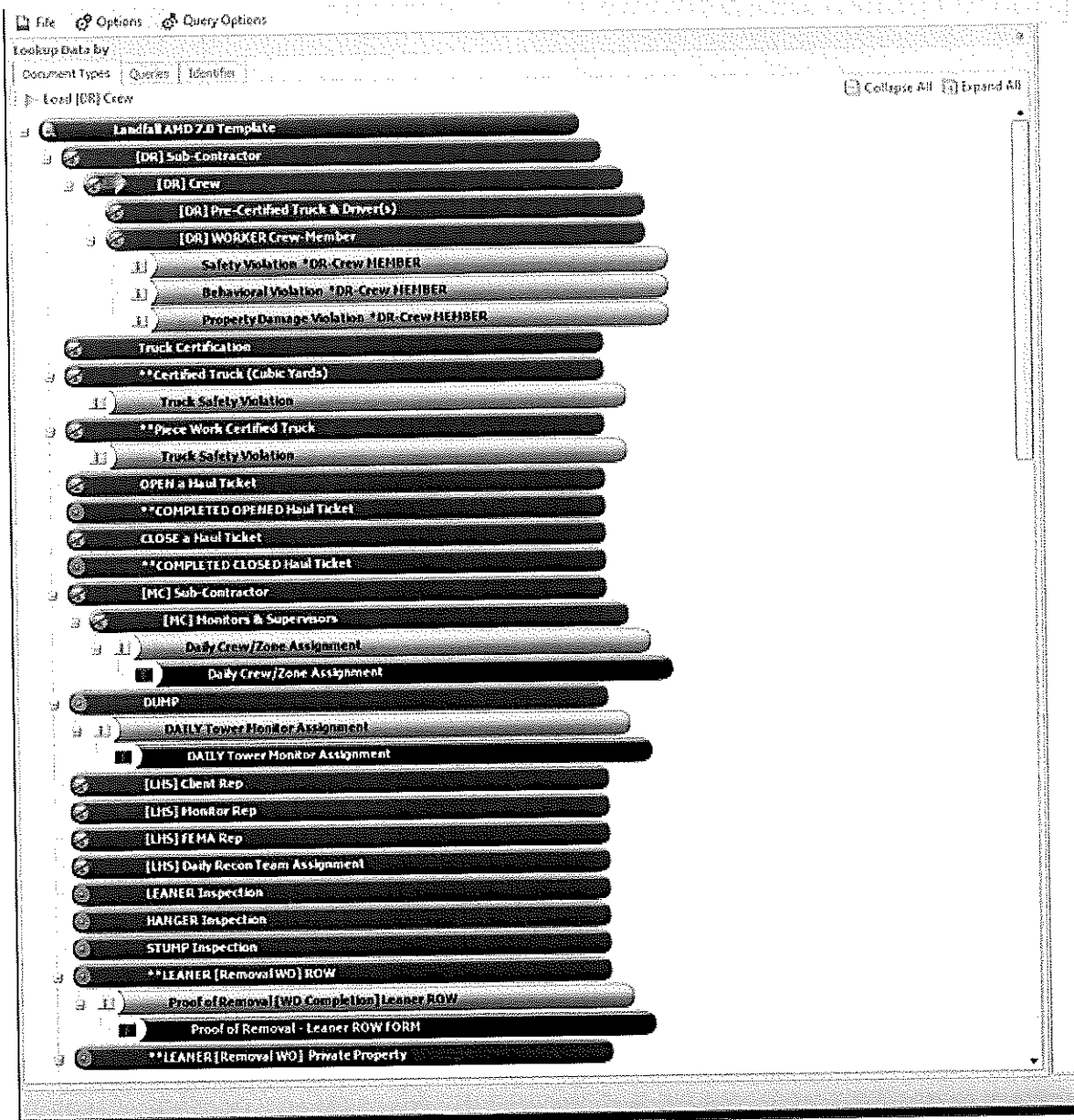
ME Process is the name of the suite of tools. All of the tools run on a Windows PC. Touch Mobile (where the custom application resides) can run on any iOS, android, Windows or Windows Mobile device, whether it is a handheld phone, tablet or laptop form factor.

Assumption: PC users are stationary users; mobile device users have mobile requirements. Users are provided access/permissions with the security manager tool to only gain access to the components and data they are required to have to complete their required tasks. The suite of tools included in ME Process platform is segmented into two groups and described below:

- 1) Components used by Administrators and Individuals who Configure Applications

PROPRIETARY INFORMATION - NOT FOR RELEASE

- Business Process Designer Tool
 - Create mobile applications by assembling pre-configured blocks
 - Create application flow rules, and form flow rules on devices
 - Mobile applications are created with Business Process Designer Tool and run on mobile devices and PC's



- Security Manager Tool
 - Security administration
 - Create user permissions

PROPRIETARY INFORMATION - NOT FOR RELEASE

- Distribute only relevant subsets of data to relevant user groups.
- Create and deploy custom home screens for individual groups of users.

The screenshot displays the 'Security Manager' application interface. The left pane shows a list of system users, including roles like 'Monitor', 'Administrator', and 'Field'. The right pane shows the 'Assign Features to System User' configuration for a user named 'One, FEHA325'. The features are organized into categories: 'System', 'Mobile Epiphany Application Launcher', 'Asset & User Import Tool', 'Business Process Designer (BPD)', 'Data Explorer', 'Enterprise Definition and Security Administrator (EDSA)', 'Integration Assistant', 'Map Builder', 'Report Manager', 'Shape Integrator', 'Workflow Manager', 'Workgroup Reporting', and 'Touch Mobile'. Each feature has a checkbox indicating its assignment status.

- Server Workflow Engine
 - Define the auto triggering of emails or reports to individuals and groups based on the data returning to the system from the field users
 - Allow the server to create new data objects, such as work orders and others based on the data returning to the server from the field users.

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File Options Enable Workflows ☒ *Workflows are Enabled* Enable Blob Workflows ☐

Add Sibling Add Child

Save Delete

DR 5.0 Preprod

Normal Persistence

1 - Persist to Data Server

Truck - Ready for Cert

1 - Instantiate Truck - Ready for Cert

Truck Cert

1 - Instantiate Certified Truck

ROW Learner

1 - Instantiate ROW Learner

ROW Hanger

1 - Instantiate ROW Hanger

ROW Stump

1 - Instantiate ROW Stump

Private Learner

1 - Instantiate Private Learner

Private Hanger

1 - Instantiate Private Hanger

Private Stump

1 - Instantiate Private Stump

Public Learner

1 - Instantiate Public Learner

Public Hanger

1 - Instantiate Public Hanger

Public Stump

1 - Instantiate Public Stump

Ineligible Learner

1 - Instantiate Ineligible Learner

Ineligible Hanger

1 - Instantiate Ineligible Hanger

Ineligible Stump

Step Name: Instantiate Truck - Ready for Cert

☒ Enabled for Processing

Source Document: Truck Pre-Certification

Instantiated Document: Truck - Ready for Certification

Fire Style:

☒ Single Instance

☐ Single Instance (Create Only)

☐ Single Instance (Update Only)

☐ Instance Per Save

☐ Update Only

☒ Show Fixed Properties

Data T...	Destination Text	Source Text
GPS	Position	
User	Created By User Guid	@Primer.Created@SystemUser #Guid
DateTime	Created Date Time	@Primer #CreatedDateTime
User	Last Modified By User Guid	@Primer.LastModifiedBySystemUser #Guid
DateTime	Last Modified Date Time	@Primer #LastModifiedDateTime
Guid	Parent Guid	@Primer #Guid
GPS	Start Position	
GPS	End Position	
GPS	Version Start Position	
GPS	Version End Position	
Text	Truck ID #	@Primer.D<TruckPre>.Q33#Value
Text	License Plate #	@Primer.D<TruckPre>.Q34#Value
SPL	License State	@Primer.D<TruckPre>.Q35#Value
Text	Assigned Crew #	@Primer.D<TruckPre>.Q36#Value

- Data Importer
 - Mass import of parent assets
 - Mass import of departments and users

Data Importer

Asset Import System User Import Logs

Create Asset Template CSV

Load Data to Import

Import Loaded Data

Create Template

Import Data

Valid Data

Asset Import

Create Template

Data can be imported into the system through a Comma Separated Value (CSV) file format. A CSV file can be edited through Microsoft Excel. A template that has the correct format can be generated using the Create Template button.

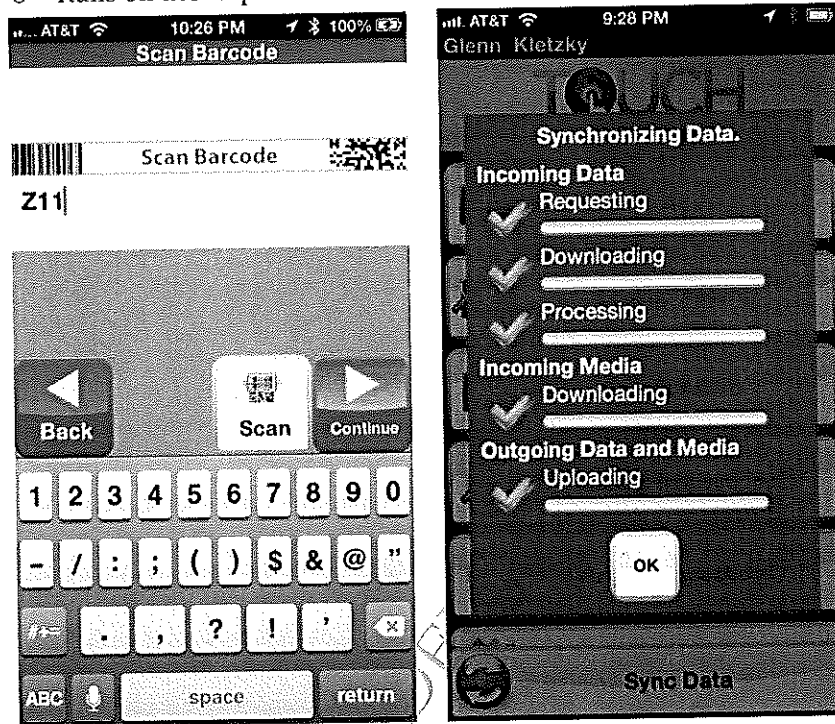
Load Data to Import Import Loaded Data Cancel

Once data has been entered into the CSV file through Microsoft Excel the file can be imported using the Import Loaded Data button.

PROPRIETARY INFORMATION – NOT FOR RELEASE

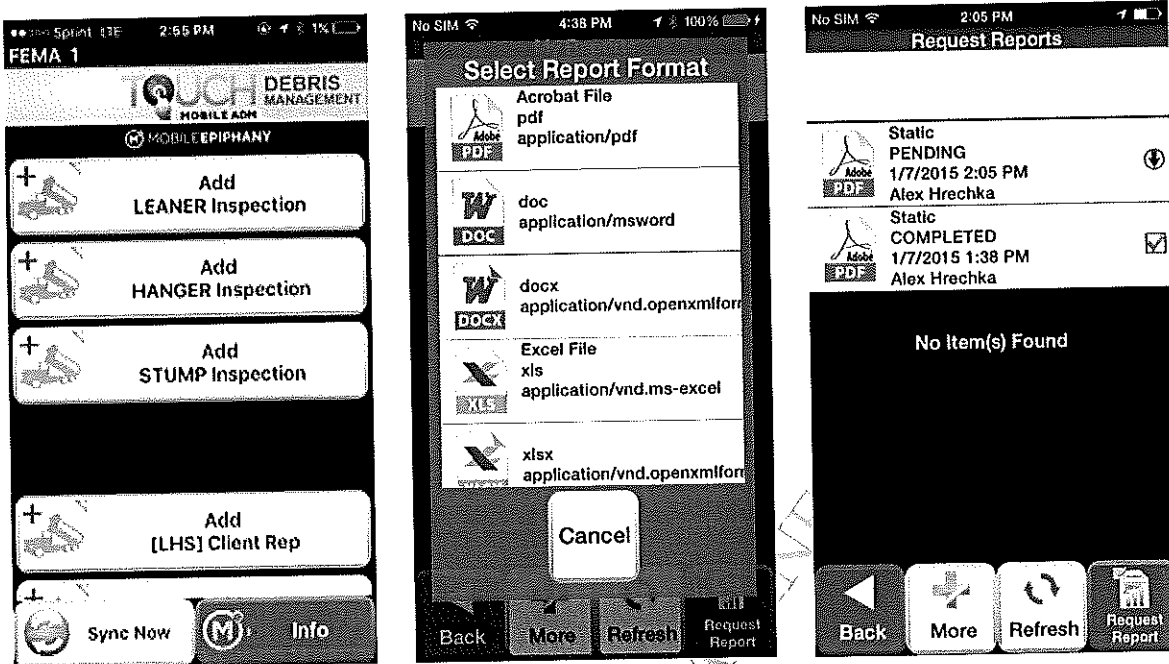
2) Components Used by Device Users and Corporate Managers

- Touch Mobile
 - Where custom configured applications reside and run
 - Runs on desktop or mobile device

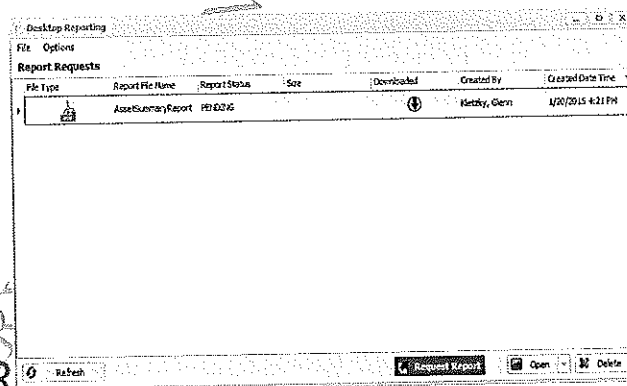


- Cloud-based Mobile Reporting via an in-App Capability
 - Simply request reports directly from the with the app.
 - Within 3 minutes, reports are available for download to the "reporting inbox" inside the app.
 - Reports can be requested and saved in a multitude of formats (PDF, XLS, XLSX, HTML, image files, text etc.)
- ADMS reports on mobile ADMS Parameters from a mobile report

PROPRIETARY INFORMATION - NOT FOR RELEASE



- Cloud-based PC Reporting via the "Report Manager" application
 - Easy to run reporting tool for all reporting users.
 - Save reports in a multitude of formats (PDF, XLS, XLSX, HTML, image files, text etc.)
 - Cloud reporting data base compatible with all major and standard reporting tools such as Microsoft Report Builder (which is free to the public).



- Cloud- Based Web-Browser Reporting services for global "anywhere" report generation
 - Run reports anywhere in the world via any web browser on any device OS
 - SSRS Based (sequel server reporting services)
 - Save reports in a multitude of formats (PDF, XLS, XLSX, etc.)
 - Includes a custom report designer t(MS SQL reporting tool)
 - Image below is from an iPad, but works on all modern smart devices (handhelds and Tablets) as well as PC devices

PROPRIETARY INFORMATION - NOT FOR RELEASE

9:33 PM Not Charging

reporting2014.mobleepiphany.com

Unfiltered TestFlight M... Cancel Ops... FullFol Model... Remote contr... Anytime, An... BE Report...

Name: My Subscriptions: M

State: Unanswered, AK, AL, HI, AZ, CA, C... BE # [] View Report

RD: Unanswered, ADMIN, Blackwell, B... BE Name []

PPM: Unanswered, Adams, Edward, AD... Address []

PPM2: Unanswered, Adams, Edward, And... City []

SAP Segment: Unanswered, Admin, Mixed LOG, R... Zip []

SAP Building Type: Unanswered, Admin W/branch, Ad...

1 of 21 P P

BE	BE Name	Address	City	State	Zip Code	Country	RD	PPM
199959	33rd And El Cajon	3299 El Cajon	San Diego	CA	92104	US	Noonan	Williams, R
193176	Concord	2190 Willow Pass Road	Concord	CA	94520	US	Greenland	Saboy, Jose
190149	Grand & Pearl	7544 Grand Avenue	La Jolla	CA	92037	US	Noonan	Williams, R
144158	Celanese Road Financial Center	2691 Celanese Rd	Rock Hill	SC	29732	US	Blackwell	Medlin, Jen
143101	Heathrow	1530 International Pkwy	Lake Mary	FL	32746	US	Wright	McCrea, Te
142438	Greenyde Brea	2312 W Parker Rd	Greenville	SC	29611	US	Blackwell	Harber, Christopher
141690	Wedgewood Square Branch	1709 Heckle Blvd	Rock Hill	SC	29732-1976	US	Blackwell	Medlin, Jen
141594	Travelers Rest Bth	5 Hawkins Rd	Travelers Rest	SC	29690-1630	US	Blackwell	Harber, Christopher
140336	Deer Creek	1950 Hillsboro Blvd	Destin Beach	FL	33442	US	Wright	Futala, Jon
140900	Lake Mary	4005 W Lake Mary Blvd	Lake Mary	FL	32746-2409	US	Wright	McCrea, Te
140641	Gulfside	3131 Northside Dr	Key West	FL	33040-8501	US	Wright	Cagnet, Monica
120639	Carbondale	1201 Highway 133	Carbondale	CO	81623	US	Szebeck	Lucas, Tara
107363	Thomas Crossroads	3150 East Hwy 34	Nearman	GA	30265	US	Blackwell	Woodruff, P
104211	Vernal	3 E Main St	Vernal	UT	84078	US	Venditto	Burnside, Patrick
104169	Roosevelt	10 N 200 E	Roosevelt	UT	84068	US	Venditto	Burnside, Patrick
145685	Pug Fairtown, Oh	4040 Embassy Pkwy	Fairfax	OH	44131	US	Broome	Cosgrove, Patrick
104470	Arlington Office	1532 Anacapa St Ste 210	Santa Barbara	CA	93101	US		
149081	0648127- Fresno CA Pl- Jody		Charlotte	NC	28201	US		

R

- Data Explorer
 - Gain access to review and edit live data
 - Ad hoc reports and query
 - Review and filter data
 - Export data for further review and analysis (Excel, CSV, etc.)
 - Correct and/or update data to devices running Touch Mobile in near real time

PROPRIETARY

PROPRIETARY INFORMATION - NOT FOR RELEASE

File Options Query Options

Document Types Queries

Load Certified Truck Collapse All Expand All

DR 5.0 Preprod

Sub-Contractor

Truck Pre-Certification

Truck - Ready for Certification

TRUCK CERTIFICATION INSPECTION

TRUCK CERTIFICATION FORM

TRUCK Pre-Certification

Recertification FORM

Certified Truck

Crew Member

Safety Violation * DR-Crew MEMBER

Behavioral Report * DR-Crew MEMBER

Property Damage Suspension * DR-Crew MEMBER

Crew

Completed Open Haul Ticket

Completed Close Haul Ticket

OLIMP

DAILY Tower Monitor Assignment

DAILY Tower Monitor Assignment

FEMA Disaster by P and STATE

[PDA] County Area

[PDA] Tornado Sector-Zone

[PDA] Preliminary Damage Assessment

[PDA] Debris Estimation Form

Rectangular Volumetric Pile - Debris Estimation

Rectangular Volumetric Pile - Debris Estimation form

Loose Debris by description

Loose Debris classification form

[PDA Tornado] Home Debris Estimation Summary

[PDA Tornado] Rectangular Volumetric Debris Pile Estimation Sum

[PDA] Ice Storm Sector-Zone

FEMA 100 Ft. Road Debris Sample

FEMA 100 Ft. Road Debris Sample FORM

Jurisdiction 100 Ft. Road Debris Sample

All Certified Truck

Truck #	Children Count	Photo of Tru...	Photo of Tru...	License Plate #	Certified T...	Truck ID #	Assigned Crew #
1	0			BXC 2341 18		Tr-GDR-3M48	Cr-
2	0			ADC5856 15		Tr-GDR-FB34	Cr-GDR-0003
3	0			919-RMW 10		Tr-GDR-HCK8	Cr-GDR-0003
4	1						Cr-GDR-0002
5	1						Cr-GDR-0002
6	0						Cr-GDR-0001
7	0						Cr-GDR-0001
8	0						Cr-GDR-0001
9	0						Cr-GDR-0001
10	0						Cr-
11	0						Cr-
12	1			9855 CE 10		Tr-GDR-D76N	Cr-
13	0			RAY 195 18		Tr-GDR-CTJW	Cr-
14	0			421 EM9 12		Tr-GDR-BS5S	Cr-
15	0			40A25K4 11		Tr-GDR-A3DT	Cr-
16	0			BXC 2341 14		Tr-GDR-3M48	Cr-
17	0			4BX G21 9		Tr-GDR-2C5D	Cr-

Grid Options

Refresh/Revert

Brief Overview of the Technology

- Uses the same ME Process platform to easily mobilize a simple form or implement complex workflows with multi-user sequential processes.
- Build once, deploy on iOS, Android, Windows and Windows Mobile.
- Run as a standalone system, and/or integrate into corporate systems as needed.
- Full query and reporting capabilities included for back office managers/executives, etc.
- Full server-side workflow engine for approvals, auto work order creation etc.
- Easy to use applications for non-technical users.

PROPRIETARY INFORMATION - NOT FOR RELEASE

Key Features and Functions of Platform

1. Specifically designed to produce native apps for each mobile operating system, providing a fuller and more responsive user experience, with the capability to leverage all the functions available on the hardware chose. This enables and ensures rapid, error free execution of the task at hand.
2. Rapid automation of asset tracking, process execution, and forms utilization.
3. Leverage the same ME Process platform to start with simple forms and scale feature/functionality as needed.
4. Assets and forms are independent at the database layer but fully related.
5. Full document management for all document types (MS Word, Excel, PDF, DWG, etc.)
6. Full store and forward technology – the application runs resident in its own compact SQL database on the device, allowing users to access the application even when disconnected from the network.
7. Fully secure, with AES-256 encryption on the device, pinning to the Certificate Authority, SSL encrypted in transmission and more.
8. Data can be stored in cloud servers or TLC's IT department. The server technology is completely transportable, and all options are available.
9. Security manager tool provides a mechanism for user to see only process components and/or data within the application that is relevant to that specific user.
10. Automated workflow system can trigger complex actionable items such as email and workflows from the server to a user's device. Types of workflows include:
 - a. Single-user sequential process
 - b. Multi-user sequential processes
 - c. Multi-user parallel processes
11. Asset tracking with repeatable asset centric processes (such as inspections, maintenance procedures, management procedures, work orders, etc.)
12. Asset lookup and tracking by bar code or any asset detail (name, phone number, GPS position etc.).
13. Full 2D Barcode reading with individual field parsing (including all forms of data matrix used in Direct Part Marking)
14. Ability to review prior inspections and all related information on the mobile device or on a PC.
15. Geospatial tracking of assets (such as location-based work orders or location-based assets).

PROPRIETARY INFORMATION – NOT FOR RELEASE

16. Geospatial tracking of work as performed by the work force (worker accountability in the form of date, time and geo-stamping of every work activity). Reports can be created to compare worker activity time and performance.
17. Full camera functionality. Associate pictures with assets, crop and rotate, review images at any time.
18. Full reporting engine for both local PC and enterprise reporting.
19. Data exploration and query tool for real-time, easy to use, ad-hoc data investigation.
20. Simple data importation tools for rapid system seeding.
21. Fully integration ready to communicate with key existing corporate systems of all types (Fully Web Services and API enabled, but also supports XML file import/export and CSV file import/export for batch style integration).
22. Data entered into any device or a PC is viewable system-wide in near real time (as soon as connection is active).
23. Programming-free tool set with unique graphical user interface (GUI) designed to enable non-technical users, including but not limited to subject matter experts, to rapidly convert their forms, processes and “tribal knowledge” into mobile applications at a fraction of the time and cost of any other approach.

True Process and Workflow

Most simple forms-based applications have no concept of true multi-user process. In order to execute true multi-user sequential, parallel or mixed processes, systems must include the ability to not only configure end user form flow and step flow on a device, but also server-side business logic and workflow. Without this ability, a person can only send information from a device to a server. It cannot send information from one person to the next person until an entire multi-user process is executed.

Our technology was designed to correlate directly to industry best practices for implementing multi user process. Namely, it is designed to map to a specific type of process flow diagram called a “swim lane diagram” (also known as a cross-functional diagram) which shows the flow of information among multiple end user roles.

Although the Server Workflow configuration tool can execute a multitude of server-side business logic, three main categories can be identified as high-level concepts:

The server can be configured to see asset and process data sent in from the field and automatically generate emails to required personnel based on the data received.

The server can be configured to see asset and process data sent in from the field and automatically generate custom reports from the report manager tool, attach those reports automatically to emails, and send those reports to required personnel based on the data received.

PROPRIETARY INFORMATION - NOT FOR RELEASE

The server can be configured to see asset and process data sent in from the field and automatically generate additional objects in the system, such as follow up work orders or required tasks for workers in the field.

For example, a monitor might enter data about a particular driver. The data collected on the end user mobile device might indicate that someone else needs to follow up. The data entered might be that the driver was rushed during loading. This might necessitate TDSRS tower monitor to look more closely at the truck when it enters the TDSRS. The Server Workflow Engine can automatically generate a follow-up work-order in the system, which can only be seen by the monitor who has that job.

Document Management

Often times, asset data and field process require that documents be both collected and ready for review. For example, PDF documents or MS Excel files may need to be associated with the assets being reviewed or tracked. Videos or audio files (considered documents in Touch Mobile) may need to be collected as part of a process and readily available for review at all other points in the platform.

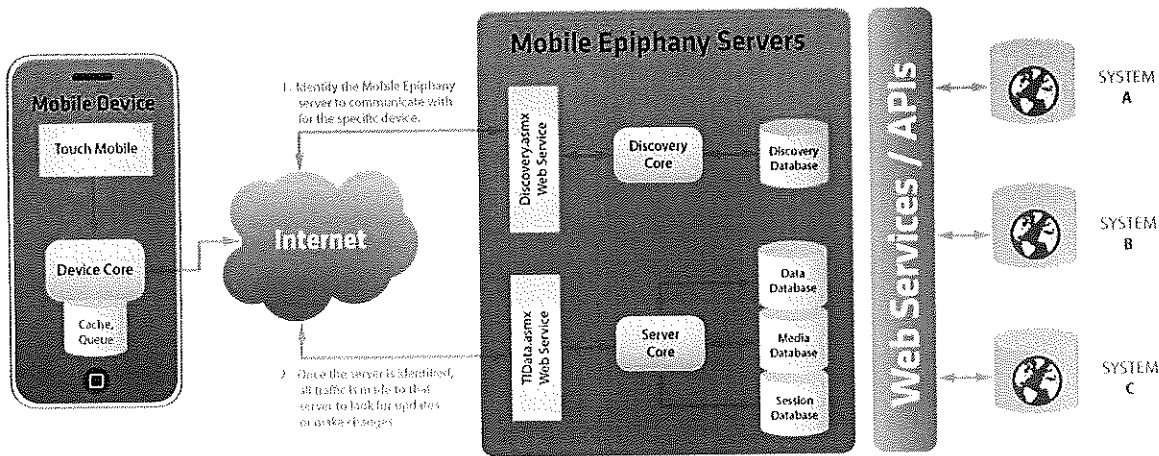
The platform recognizes the challenges limited bandwidth poses to handling large documents. The user can see the name, type, and size of every document available with the associated asset and process, but the platform waits until the end user requests it from the server before it downloads it to the mobile device. Once resident on the device, the document can be viewed and reviewed as often as required, even when disconnected. Additionally, as long as the document resides on the device, it remains in an encrypted state, as does all data types, in the SQL database resident on the device.

Integration into Existing Corporate Systems

The software is architecturally designed from the ground up to support integration to existing systems such as:

- Oracle
- SQL Server
- SAP
- ESRI

Touch Mobile can integrate with existing databases and applications, helping to extend and mobilize business processes throughout the organization. The platform's servers have a complete set of Web Services and APIs (application programming interfaces) so the data stored in legacy systems can now be mobilized through integration with the Mobile Epiphany servers. Additionally, for older systems that cannot function via web service and API's, Mobile Epiphany's "intelligent middleware" can also integrate via XML file import and export as well as CSV file import and export.



PROPRIETARY AND CONFIDENTIAL INFO

Security with Store and Forward Technology

Data is encrypted on the Android and iOS platforms with AES with a 256 Bit Encryption. On the Windows and Windows Mobile operating system, it is AES with 128 Bit Encryption.

Mobile Epiphany uses 256 Bit SSL encryption on all communication between the servers and applications on the mobile devices.

On the server side, Mobile Epiphany offers an option to encrypt with AES 256 bit depth encryption.

Mobile Epiphany offers a comprehensive choice for additional levels of encryption and security algorithms. For example, Mobile Epiphany can enable users to meet Federal Information Processing Standard (FIPS) requirements, if required. With a pre-approved FIPS 140-2 validated level 1 cryptographic module available, a government approved client and server side application can be built upon request.

Because connectivity is never fully assured, Mobile Epiphany employs a unique concept known as “Store and Forward with Group Specific Data Propagation”. This allows field workers to have all the relevant data they need, fully encrypted on their device in their own personal SQL database, even when connectivity is not available. In addition, when they enter new information into the system, and once a connection is acquired, data transmits fully encrypted back to the server (this is the store and forward piece). Then secondly, data transmits directly back out from the server to any other field personnel that the system administrator has specified (with the Security Manager Tool) as being in that “Group” (this is the group based propagation piece). This approach ensures that users can have access to data when there is no internet connectivity, all data is updated system wide at the moment connectivity is established, and that users only have access to data relevant to their role.

Worth noting is the extent to which Mobile Epiphany allows for offline function once the system admin has allowed a device to be provisioned with their relevant subsets of data. The following functions and data types can be accessed on the device even when connectivity is unavailable.

1. All assets allowed on the device by the system’s security settings.
2. All work flow and “business logic” associated with the work flows that have been allowed to be on the device by the system’s security settings.
3. All maps and floor plans required for offline geospatial solutions (windows only – iOS and Android will release offline maps and floor plans in Q4 - 2013).
4. All historical data associated with any given process or asset.
5. All images and other media, such as collected signatures.
6. All search, sort and filter capabilities.

Personalization Promotes Adoption & Sense of Ownership

Mobile Epiphany's technology includes a "Skinning" tool, which simplifies the ability to "skin" or apply a customized graphical user interface (GUI) to the application.

It is always Touch Mobile underneath, but logos, corporate images, and language specific to the organization can be utilized to help with familiarity in using processes. This ensures that the application is easy to learn and understand, thus accelerating adoption and greatly reducing training requirements.

Additionally, it is possible to use different languages, change the color scheme, add customized icons, remove buttons, or change button labels. However, more than just cosmetics, the purpose of these configurations is to enable users to rapidly and accurately complete their tasks by easily navigating through just the right amount of information for the job.

Mobile Epiphany's skinning technology allows for multiple user-specific interface appearances along with multiple languages if required.

Cross Platform

The ME Process platform ensures that all applications can be deployed instantly across all major operating systems and the multitude of devices types (handhelds, tablets and notebooks) that run the following operating systems.

1. Windows (XP, Vista, W7, W8 on Intel and AMD Processors)
2. iOS (iPhone, iPad mini, iPad)
3. Android (all versions since 2.3)
4. Blackberry (OS ver. 10.3 +)

Configure once – deploy on:



Nearly every Windows PC OS device, smartphone, tablet, and handheld are fully supported. The Touch Mobile application is highly consistent across all of these devices, minimizing training and support costs in multi-device environments.

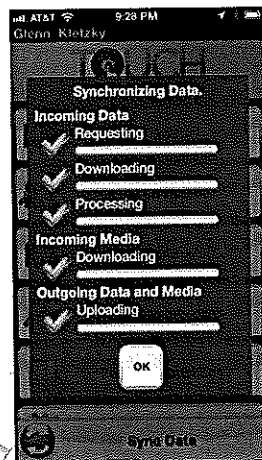
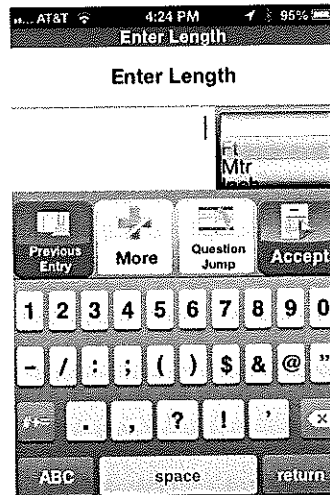
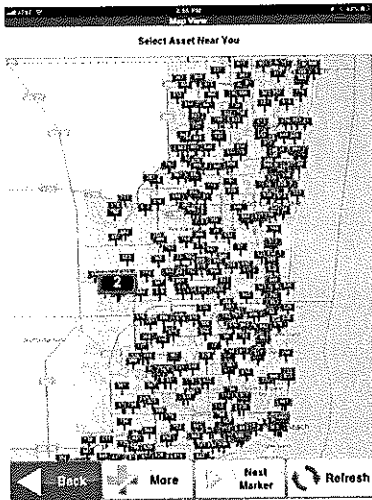
Easy on the User

Unlike other applications that can take significant time to learn, Touch Mobile applications are understandable in minutes by typical blue collar and white collar users.

The finger-touch interface was inspired by the best design practices applied in the video game industry; namely highly visual, highly redundant and intuitive with no instruction manual needed. Large, easy-to-read text, color-coded buttons, easy-to-understand icons, and logical screen animations make navigation easily learned for even the most non-technical users. These features create a better overall user experience and ultimately lead to improved data accuracy, higher user adoption, and increased work efficiency.

PROPRIETARY INFORMATION - NOT FOR RELEASE

Sample screen shots from Touch Mobile ADMS applications:



Deployment Options for Mobile Epiphany's ME Process Platform

Organizations have technological and financial choices for deploying:

- Monitoring companies - pay per hour per employee (operational expense)
- Jurisdictional self-monitoring – pay per Cubic yard tracked in the system (often reimbursable by FEMA – See FEMA's rules for details)

Examples of Solutions Delivered with ME Process

- Debris Removal tracking
- Damage assessments (PDA) on a large scale (post disaster)
- Detailed Property Inspections and Asset preservation planning
- Incident reporting and data collection
- Manufacturing quote and repair
- Rental equipment check in/out
- Proof of delivery
- Safety/liability data collections
- Time and expense sheets
- Vehicle inspections
- Water quality and equipment inspections
- Oil field Asset management
- Contractor tracking and waste disposal
- Facilities management

Conclusion

Mobile Epiphany offers a complete, ready to use solution for Automated Debris Management, and Preliminary damage assessment and those tools meet and exceed FEMA's stated requirements as per their documents known as FEMA 325 and 326.

Mobile Epiphany
877 318-7215
www.mobileepiphany.com

PROPRIETARY AND CONFIDENTIAL INFORMATION



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: 5/7/2018

Date Submitted: 4/26/2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Meal Catering Services for Emergency Responders

Originating Department: FMO

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: *

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Following Hurricane Harvey, all executed contracts had to be rebid to meet the new Federal Procurement requirements. The following is for the pre-event contract that provides meal catering services to emergency responders, city staff and volunteers during emergency disaster situations.

Requests for Proposals for Meal Catering Services were published in the Friendswood Reporter News on February 28th and March 7th of 2018. Three sealed proposals were received from Vizcarra Hospitality, LLC, DRC Emergency Services, and Lighthouse Charity Team. After review of the proposals received, the selection committee recommends awarding the pre-event contract for meal catering services to Vizcarra Hospitality, LLC, DRC Emergency Services, and Lighthouse Charity Team.

There is no upfront cost for this contract to be in place. (*) Funds would be appropriated only if contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Providing meals to city staff and volunteers is necessary during disaster situations. As a result of Hurricane Ike and Hurricane Harvey, we found that FEMA requires a greater accountability of food, catering services and supplies purchased prior to and during a disaster. A pre-event contract for catering services will assist in providing that accountability.

RECOMMENDATIONS

Staff recommends Council to authorize the Mayor to execute the pre-event contract for meal catering services to Vizcarra Hospitality, LLC, DRC Emergency Services, and Lighthouse Charity Team.

ATTACHMENTS

[RFP-2018-09 – Meal Catering Services](#)
[Vizcarra Hospitality LLC Proposal](#)
[DRC Emergency Services Proposal](#)
[Lighthouse Charity Team Proposal](#)

**CITY OF FRIENDSWOOD
FRIENDSWOOD, TEXAS**



REQUEST FOR PROPOSALS

**MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE
DISASTERS**

RFP: #2018-09

SUBMISSION DEADLINE DATE	March 27, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335





REQUESTS FOR PROPOSALS (RFP)

MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS RFP #2018-09

The City of Friendswood is now accepting sealed proposals for Meal Catering for Emergency Responders to Natural and Man-Made Disasters.

DEADLINE

Sealed qualification submittals must be received by **2:00 p.m., CST, Tuesday, March 27, 2018**. Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-09 – Meal Catering for Emergency Responders to Natural and Man-Made Disasters

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to Jeff Spears, Purchasing Coordinator, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

DEADLINE FOR SUBMISSION OF QUESTIONS IS THURSDAY, MARCH 15, 2018 BY 5:00 P.M.

RELEASE DATE: FEBRUARY 28, 2018



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CITY OF FRIENDSWOOD SPECIFICATIONS

RFP 2018-09

MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS

SPECIFICATIONS (MINIMUM)

INTENT

The City of Friendswood seeks proposals from qualified vendors for meals catering for the city's emergency responders, city employees, and various elected and appointed officials. Providing "meals" to these individuals is necessary in order for them to carry out their duties to the public effectively. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require a 24/7 response from the city's emergency responders, city employees, various elected and appointed officials. Providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively.

The person to contact for additional information is **JEFF SPEARS, PURCHASING COORDINATOR** at **(281)-996-3274**.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the city.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department. In addition, the Contractor shall maintain all records in relation to this contract for a period of at least ten (10) years from the date of the final certification of completion of the city's last project associated with the disaster.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. The companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the city within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:
www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 45-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2018-09, MEAL CATERING FOR EMERGENCY RESPONDERS FOR NATURAL AND MAN-MADE DISASTERS.**

The RFP shall be addressed to the City of Friendswood, Attention: Melinda Welsh, City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Tuesday, March 27, 2018**, at which time the RFPs will be publicly opened.

SUBMIT TO

City of Friendswood
ATTN: Melinda Welsh, City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546





RFP 2018-09
MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS

SPECIFICATIONS

PURPOSE

The purpose and intent of this RFP is to solicit proposals for the purpose of entering into a contract through a competitive bid process for the purpose of providing hot and cold meals ("Meals") for emergency workers in times of hurricanes, other natural disasters, or other emergencies ("Disasters"). The provision of meals shall begin approximately 24-36 hours after receiving notification and prior to mandatory shelter-in-place orders being issued by the City's Emergency Management Director and/or his designee. The city will provide facilities to prepare and serve meals, as well as facilities to house the contractor as available. Should a storm's projected path abruptly change course, the city will notify caterer to cancel their services no later than ten (10) hours from anticipated arrival. Please include cancellation policy with this proposal.

The proposer shall provide appetizing, nutritional, and well-balance hot and cold meals at four (4) designated times a day throughout a 24-hour period; approximately to include breakfast, lunch, dinner and a midnight meal. This service shall continue to serve four (4) meals per day, per employee, seven days a week, per the hours of operation until such disaster is deemed conclusive by the mayor or his designee.

- o Breakfast 6:00 am – 8:00 am
- o Lunch 11:00 am - 1:00 pm
- o Dinner 5:00 pm – 7:00 pm
- o Midnight meal 11:00 pm – 1:00 am

All provided meals shall include, but are not limited, to

- Condiments relevant to the meal provided,
- Serving items such as disposable plates, utensils, and napkins,
- Selection of beverages that are iced-down, if required, and cups if necessary,
- Other meal related items.

Proposer shall be responsible for all ingredient purchases, receipts, storage, issue, handling, processing, packaging, preparation, staging, and clean-up before and after each meal. Approximate personnel to be fed are between 25 and 300 depending on the size and duration of the incident. Proposer shall also provide kitchen equipment, staff and management sufficient to cater up to 300 meals per meal time and oversee all related activities.

PERSONNEL / HYGIENE

Proposer shall comply with all applicable state and county health and safety codes related to food preparation. All areas that the proposer operates shall be cleaned and sanitized on a regular basis per standard operating procedures. Proposer shall provide staff to supervise the daily cleaning and sanitation of the assigned areas and oversee maintenance of kitchen equipment. All employees of the proposer shall be instructed on proper hygiene and appropriate dress while catering/serving the City of Friendswood.

Proposer shall provide trained and competent culinary experts to manage and supervise the preparation of all meals. All employees of proposer that are involved with food preparation will have food handler's training and certificate.

ADMINISTRATIVE RESPONSIBILITIES

All transactions must be recorded in accordance with the Federal Emergency Management Agency (FEMA) guidelines for reimbursement to the city. Proposer must be able to maintain all required documentation. Proposer must be able to work closely with the city to make sure that all needs are met to provide the proper operation of the site.

CERTIFICATIONS REQUIRED

All contractors must provide business certification, proof of liability insurance, and food handler's certification. Proof of Contractor Liability Insurance must be submitted with the bid.

ADDITIONAL SERVICES

The city requests that each proposer provide a complete list of additional services that can be provided in addition to those requested within this RFP.

NOTE

The city is exempt from paying taxes. A tax-exempt certificate will be provided upon request.

In a post emergency setting, the city's employees will be working outside under extremely difficult, stressful conditions that are potentially hazardous. This work will require stamina and the expenditure of a great deal of energy during the course of recovery operations. The weather will play a significant role (i.e. hot & humid conditions) and will necessitate adequate hydration and proper nutrition to ensure our employees overall well-being. The caterer shall provide a daily menu that includes foods that are visually appealing, appetizing and nutritionally sound.

CONTRACTOR'S RESPONSIBILITY

1. The contractor shall purchase and prepare an adequate quantity of food to serve four (4) meals per day for the activated period of time. As utilities are restored and employees can eat at home, the amount of food needed will decline.
2. All meals shall be prepared under national, state and local health safety and sanitary conditions.
3. The contractor shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation.
4. All food and food products shall be stored at the recommended temperature.
5. The contractor shall provide containers and utensils for all meals.
6. The contractor shall provide sample menus that are representative of meals to be served. Additional menus may be requested at time of standby notice.
7. The contractor must understand that normal food suppliers in our area will be closed, without power and unavailable for re-supply. The contractor must make arrangements for restocking from outside the immediate area. Please submit your plan with your proposal.
8. All refuse and waste material created by the contractor's operation shall be promptly disposed of after each meal.
9. The contractor shall not serve leftovers from the previous day.

10. The successful contractor shall submit an invoice to the City Representative every second day for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal.
11. The successful contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact.

CITY'S RESPONSIBILITY

1. Provide a secure site for set up and operation.
2. Provide electrical power at the serving site.
3. Provide security, if needed.
4. Provide an estimated count for all meals to be provided at the site.
5. Provide a written twenty-four (24) hour notice to caterer to shut down operations.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the city.

EVALUATION CRITERIA

The following criteria will be used by city staff to evaluate the proposals and make a selection:

- 30% Qualifications and experience of key personnel providing the goods and services described herein.
- 10% **REFERENCES**
Respondents shall provide a minimum of four (4) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30 % Pricing schedule/cost of service
- 10 % Detailed description of facility. Photos and other printed material can be used to aid in the description.
- 20% **SUPPLIES**
List of menu items that can be prepared and provided.

City staff may choose to meet with the top rated Offeror's. Any additional information requested shall be considered as part of the proposal and evaluated as such. The city reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTENT

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed on an annual basis, after the initial three (3) year period. 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 at least 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.

Additionally, the Offeror understands and agrees that upon the city's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the city during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

PROPOSAL SUBMISSION FORMAT

- A. Only hard copy proposals submitted in the format below will be accepted. Oral proposals or proposals received by telephone, email, or fax machine will NOT be accepted. The proposal must be submitted in hard copy. The proposer shall submit one (1) original, (1) copy of the proposed submission, and one (1) digital copy on either CD, DVD, or flash drive of proposals.
- B. Proposals shall be submitted in the format described below. The proposer may also provide supplemental marketing or technical materials, to be packaged separately from the proposal. No materials provided by the proposer will be returned at any time during or following this procurement.

SUBMITTAL DETAIL

A. STATEMENT OF ORGANIZATION

Proposer shall complete Form 1. Proposers are permitted to supply additional information that will assist the City in understanding the proposer's organization.

B. EXPERIENCE

Experience in providing the goods/services described herein and describe why this is the best approach for the City.

C. FACILITY

A detailed description of your facility. Photos and other printed material can be used to aid in the description.

D. REFERENCES

Proposers shall provide a minimum of four (4) references from officials at public agencies, cities, or towns served by the proposer with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted.

E. KEY PERSONNEL

Names, qualifications, and experience of personnel to be assigned to the service.

F. MENU

A list of menu items that can be prepared and provided.

G. PRICING SCHEDULE

Proposer shall include pricing here. This includes per meal charges along with any pricing the proposer feels like may be incurred.

INSURANCE REQUIREMENTS

OFFERORS SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO THE AWARD OF THE PROPOSAL.

The companies affording coverage and the producer of the Certificate of Insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

A. **WORKERS' COMPENSATION INSURANCE**

As required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

B. **EMPLOYER'S LIABILITY INSURANCE**

Protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.

C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;

D. **EXCESS LIABILITY INSURANCE**

Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.



ATTACHMENT A TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be **UNOPENED**. Late proposals will not be considered under any circumstances.
4. Proposals **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective Offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days' notice prior to bid opening date.
6. Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.
7. **QUOTE** F.O.B. destination. Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror **MUST** give full firm name and address. Person signing bid should show **TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.

13. If the brochure or information included with your proposal does not exactly describe the item to be furnished, then notes in the attached form, "**EXCEPTIONS TO PROPOSAL**," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. No substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All Offerors must meet or exceed the minimum specifications to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror whose proposal is determined to be the most advantageous to the municipality considering the importance of price and the other evaluation factors included in the Request for Proposals (RFP).

16. DELIVERY

Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.

17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.

18. CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the city and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the city after the contract has been awarded, the city will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

19. If a proposal contains proprietary information, the Offerors must declare such information as proprietary if Offeror does not want information to become public.
20. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
21. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, 910 S. Friendswood Drive, Friendswood, TX 77546; Attn: Accounts Payable.
22. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract.

NOTE

The city must have thirty (30) days written notice prior to any increase of existing prices.



CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contraction whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in the state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined
(Company Name)
in HB 620.

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in
(Company Name)
HB 620 and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____



ATTACHMENT B

FEDERAL PROCUREMENT REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Printed Name of Signatory

Signature and Date

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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."

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, _____, 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 _____ day of _____, 20__

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

Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Printed Name of Signatory

Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, _____ (Person name), the undersigned representative

of (Company or Business name) _____
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

Date

Signature of Company Representative

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____
Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

**CITY OF FRIENDSWOOD
FRIENDSWOOD, TEXAS**



REQUEST FOR PROPOSALS

**MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE
DISASTERS**

RFP: #2018-09

SUBMISSION DEADLINE DATE	March 27, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335



REQUESTS FOR PROPOSALS (RFP)

MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS RFP #2018-09

The City of Friendswood is now accepting sealed proposals for Meal Catering for Emergency Responders to Natural and Man-Made Disasters.

DEADLINE

Sealed qualification submittals must be received by **2:00 p.m., CST, Tuesday, March 27, 2018**. Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-09 – Meal Catering for Emergency Responders to Natural and Man-Made Disasters

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to Jeff Spears, Purchasing Coordinator, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

DEADLINE FOR SUBMISSION OF QUESTIONS IS THURSDAY, MARCH 15, 2018 BY 5:00 P.M.

RELEASE DATE: FEBRUARY 28, 2018

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CITY OF FRIENDSWOOD SPECIFICATIONS

RFP 2018-09

MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS

SPECIFICATIONS (MINIMUM)

INTENT

The City of Friendswood seeks proposals from qualified vendors for meals catering for the city's emergency responders, city employees, and various elected and appointed officials. Providing "meals" to these individuals is necessary in order for them to carry out their duties to the public effectively. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require a 24/7 response from the city's emergency responders, city employees, various elected and appointed officials. Providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively.

The person to contact for additional information is **JEFF SPEARS, PURCHASING COORDINATOR** at **(281)-996-3274**.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the city.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department. In addition, the Contractor shall maintain all records in relation to this contract for a period of at least ten (10) years from the date of the final certification of completion of the city's last project associated with the disaster.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. The companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the city within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:
www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 45-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2018-09, MEAL CATERING FOR EMERGENCY RESPONDERS FOR NATURAL AND MAN-MADE DISASTERS.**

The RFP shall be addressed to the City of Friendswood, Attention: Melinda Welsh, City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Tuesday, March 27, 2018**, at which time the RFPs will be publicly opened.

SUBMIT TO

City of Friendswood
ATTN: Melinda Welsh, City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546



RFP 2018-09
MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE DISASTERS
SPECIFICATIONS

PURPOSE

The purpose and intent of this RFP is to solicit proposals for the purpose of entering into a contract through a competitive bid process for the purpose of providing hot and cold meals ("Meals") for emergency workers in times of hurricanes, other natural disasters, or other emergencies ("Disasters"). The provision of meals shall begin approximately 24-36 hours after receiving notification and prior to mandatory shelter-in-place orders being issued by the City's Emergency Management Director and/or his designee. The city will provide facilities to prepare and serve meals, as well as facilities to house the contractor as available. Should a storm's projected path abruptly change course, the city will notify caterer to cancel their services no later than ten (10) hours from anticipated arrival. Please include cancellation policy with this proposal.

The proposer shall provide appetizing, nutritional, and well-balance hot and cold meals at four (4) designated times a day throughout a 24-hour period; approximately to include breakfast, lunch, dinner and a midnight meal. This service shall continue to serve four (4) meals per day, per employee, seven days a week, per the hours of operation until such disaster is deemed conclusive by the mayor or his designee.

- o Breakfast 6:00 am – 8:00 am
- o Lunch 11:00 am - 1:00 pm
- o Dinner 5:00 pm – 7:00 pm
- o Midnight meal 11:00 pm – 1:00 am

All provided meals shall include, but are not limited, to

- Condiments relevant to the meal provided,
- Serving items such as disposable plates, utensils, and napkins,
- Selection of beverages that are iced-down, if required, and cups if necessary,
- Other meal related items.

Proposer shall be responsible for all ingredient purchases, receipts, storage, issue, handling, processing, packaging, preparation, staging, and clean-up before and after each meal. Approximate personnel to be fed are between 25 and 300 depending on the size and duration of the incident. Proposer shall also provide kitchen equipment, staff and management sufficient to cater up to 300 meals per meal time and oversee all related activities.

PERSONNEL/HYGIENE

Proposer shall comply with all applicable state and county health and safety codes related to food preparation. All areas that the proposer operates shall be cleaned and sanitized on a regular basis per standard operating procedures. Proposer shall provide staff to supervise the daily cleaning and sanitation of the assigned areas and oversee maintenance of kitchen equipment. All employees of the proposer shall be instructed on proper hygiene and appropriate dress while catering/serving the City of Friendswood.

Proposer shall provide trained and competent culinary experts to manage and supervise the preparation of all meals. All employees of proposer that are involved with food preparation will have food handler's training and certificate.

ADMINISTRATIVE RESPONSIBILITIES

All transactions must be recorded in accordance with the Federal Emergency Management Agency (FEMA) guidelines for reimbursement to the city. Proposer must be able to maintain all required documentation. Proposer must be able to work closely with the city to make sure that all needs are met to provide the proper operation of the site.

CERTIFICATIONS REQUIRED

All contractors must provide business certification, proof of liability insurance, and food handler's certification. Proof of Contractor Liability Insurance must be submitted with the bid.

ADDITIONAL SERVICES

The city requests that each proposer provide a complete list of additional services that can be provided in addition to those requested within this RFP.

NOTE

The city is exempt from paying taxes. A tax-exempt certificate will be provided upon request.

In a post emergency setting, the city's employees will be working outside under extremely difficult, stressful conditions that are potentially hazardous. This work will require stamina and the expenditure of a great deal of energy during the course of recovery operations. The weather will play a significant role (i.e. hot & humid conditions) and will necessitate adequate hydration and proper nutrition to ensure our employees overall well-being. The caterer shall provide a daily menu that includes foods that are visually appealing, appetizing and nutritionally sound.

CONTRACTOR'S RESPONSIBILITY

1. The contractor shall purchase and prepare an adequate quantity of food to serve four (4) meals per day for the activated period of time. As utilities are restored and employees can eat at home, the amount of food needed will decline.
2. All meals shall be prepared under national, state and local health safety and sanitary conditions.
3. The contractor shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation.
4. All food and food products shall be stored at the recommended temperature.
5. The contractor shall provide containers and utensils for all meals.
6. The contractor shall provide sample menus that are representative of meals to be served. Additional menus may be requested at time of standby notice.
7. The contractor must understand that normal food suppliers in our area will be closed, without power and unavailable for re-supply. The contractor must make arrangements for restocking from outside the immediate area. Please submit your plan with your proposal.
8. All refuse and waste material created by the contractor's operation shall be promptly disposed of after each meal.
9. The contractor shall not serve leftovers from the previous day.

10. The successful contractor shall submit an invoice to the City Representative every second day for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal.
11. The successful contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact.

CITY'S RESPONSIBILITY

1. Provide a secure site for set up and operation.
2. Provide electrical power at the serving site.
3. Provide security, if needed.
4. Provide an estimated count for all meals to be provided at the site.
5. Provide a written twenty-four (24) hour notice to caterer to shut down operations.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the city.

EVALUATION CRITERIA

The following criteria will be used by city staff to evaluate the proposals and make a selection:

- 30% Qualifications and experience of key personnel providing the goods and services described herein.
- 10% **REFERENCES**
Respondents shall provide a minimum of four (4) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30 % Pricing schedule/cost of service
- 10 % Detailed description of facility. Photos and other printed material can be used to aid in the description.
- 20% **SUPPLIES**
List of menu items that can be prepared and provided.

City staff may choose to meet with the top rated Offeror's. Any additional information requested shall be considered as part of the proposal and evaluated as such. The city reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTENT

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed on an annual basis, after the initial three (3) year period. 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 at least 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.

Additionally, the Offeror understands and agrees that upon the city's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the city during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

PROPOSAL SUBMISSION FORMAT

- A. Only hard copy proposals submitted in the format below will be accepted. Oral proposals or proposals received by telephone, email, or fax machine will NOT be accepted. The proposal must be submitted in hard copy. The proposer shall submit one (1) original, (1) copy of the proposed submission, and one (1) digital copy on either CD, DVD, or flash drive of proposals.
- B. Proposals shall be submitted in the format described below. The proposer may also provide supplemental marketing or technical materials, to be packaged separately from the proposal. No materials provided by the proposer will be returned at any time during or following this procurement.

SUBMITTAL DETAIL

A. STATEMENT OF ORGANIZATION

Proposer shall complete Form 1. Proposers are permitted to supply additional information that will assist the City in understanding the proposer's organization.

B. EXPERIENCE

Experience in providing the goods/services described herein and describe why this is the best approach for the City.

C. FACILITY

A detailed description of your facility. Photos and other printed material can be used to aid in the description.

D. REFERENCES

Proposers shall provide a minimum of four (4) references from officials at public agencies, cities, or towns served by the proposer with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted.

E. KEY PERSONNEL

Names, qualifications, and experience of personnel to be assigned to the service.

F. **MENU**

A list of menu items that can be prepared and provided.

G. **PRICING SCHEDULE**

Proposer shall include pricing here. This includes per meal charges along with any pricing the proposer feels like may be incurred.

INSURANCE REQUIREMENTS

OFFERORS SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO THE AWARD OF THE PROPOSAL.

The companies affording coverage and the producer of the Certificate of Insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

A. **WORKERS' COMPENSATION INSURANCE**

As required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

B. **EMPLOYER'S LIABILITY INSURANCE**

Protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.

C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;

D. **EXCESS LIABILITY INSURANCE**

Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

ATTACHMENT A

TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 – 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be **UNOPENED**. Late proposals will not be considered under any circumstances.
4. Proposals **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective Offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days' notice prior to bid opening date.
6. Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.
7. **QUOTE** F.O.B. destination. Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror **MUST** give full firm name and address. Person signing bid should show **TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.

13. If the brochure or information included with your proposal does not exactly describe the item to be furnished, then notes in the attached form, "**EXCEPTIONS TO PROPOSAL**," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. No substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All Offerors must meet or exceed the minimum specifications to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror whose proposal is determined to be the most advantageous to the municipality considering the importance of price and the other evaluation factors included in the Request for Proposals (RFP).

16. DELIVERY

Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.

17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.

18. CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the city and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the city after the contract has been awarded, the city will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

19. If a proposal contains proprietary information, the Offerors must declare such information as proprietary if Offeror does not want information to become public.
20. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
21. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, 910 S. Friendswood Drive, Friendswood, TX 77546; Attn: Accounts Payable.
22. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract.

NOTE

The city must have thirty (30) days written notice prior to any increase of existing prices.



CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Vizcarra Hospitality, LLC
Denton, 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 Friendswood

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.

2018-09

Meal Catering for Emergency Responders to Natural and man-made disaster

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.



6 UNSWORN DECLARATION

My name is Federico Uyuan, and my date of birth is August 10-1985.

My address is 114 Crane Street (street), Carrollton (city), TX (state), 75007 (zip code), Denton (country).

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

Executed in Denton County, State of Texas, on the 28 day of July, 20 18.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in the state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Vigance Hospitality, LLC is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature [Signature]
Print Name Federico Vigance

I certify that _____ is a Nonresident bidder as defined in HB 620 and our principal place of business is _____.
(Company Name) (City and State)

Signature _____

Print Name _____



ATTACHMENT B

FEDERAL PROCUREMENT REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

Federico Uycaua
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

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.

Federico Uycaua
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Federico Vizcaino
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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."

Federico Uzcanga
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Federico Uyegane
Printed Name of Signatory

[Signature] 2/18/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Federico Uyemura
Printed name of Signatory

[Signature] 2/18/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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)

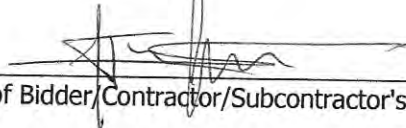
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, Vigor Hospitality, LLC, 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 28th day of February, 2018.

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

Federico Virginia
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

President
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Federico Uiguan
Printed Name of Signatory

[Signature] 2/18/18
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.

Federico Uiguan
Printed Name of Signatory

[Signature] 2/18/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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>.

Federico Uycaia
Printed Name of Signatory

[Signature] 2/18/18
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.

Federico Uycaia
Printed Name of Signatory

[Signature] 2/18/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Federico Uyca
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Federico Uyca
Printed Name of Signatory

[Signature] 2/28/18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Federico Vergara
Printed Name of Signatory

[Signature] 2/28/14
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, Federico Vizcaino (Person name), the undersigned representative of (Company or Business name) Vizcaino Hospitality LLC (hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.

02/27/2018
Date

[Signature]
Signature of Company Representative

On this the 27 day of February, 2018, personally appeared Federico Vizcaino, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
Signature

02/27/2018
Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



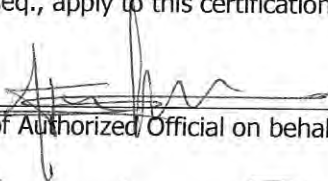
CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

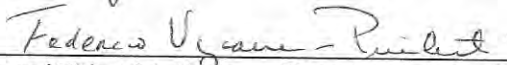
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

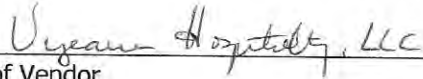
Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. §3801 et. seq., apply to this certification and disclosure, if any.



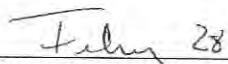
Signature of Authorized Official on behalf of Vendor



Name and Title of Authorized Official on behalf of Vendor



Name of Vendor



Date of Execution

, 2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

City of Friendswood

Snack services 1200am to 600am

\$13.95 per person per location

**individual assorted sodas, individual assorted juices, individual assorted energy drinks
bottle water, snack cakes, individual assorted chips, whole fresh fruit in season**

\$11.95 per person per location

Beverage service 24/7 basis

coffee, decaf, condiments, creamers, stirrers, 20oz -coffee cups, lids, coffee sleeves, napkins

Midnight shift lunch 11pm -1am

\$23.95 per person per location

Menu Week #1
ATTACHMENT A

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast:	Breakfast:	Breakfast:	Breakfast:	Breakfast:	Breakfast:	Breakfast:
Eggs, Potatoes, Grits, Bacon, Sausage, Cereal, Bread/Toast, Biscuits & Gravy, Fruit, Pancakes Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, Potatoes, Grits, Bacon, Sausage, Cereal, Bread/Toast, Biscuits & Gravy, Fruit, French Toast Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, Potatoes, Grits, Bacon, Ham, Cereal, Muffins, Bagels, Fruit, Waffles Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, Potatoes, Grits, Bacon, Ham, Cereal, Toast, Biscuits & Gravy, Fruit, Hash Browns Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, Potatoes, Grits, Bacon, Sausage, Cereal, Bread/Toast, Biscuits & Gravy, Fruit, French Toast Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, potatoes, grits, bacon, sausage, ham, dry cereal, muffins, biscuit & gravy, fruit Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95	Eggs, Potatoes, Grits, Bacon, Ham, Cereal, Muffins, Bagels, Fruit, Waffles Reg. & Decaf. Coffee, Milk, Orange Juice, Apple Juice, Water Price Per Meal: \$ 16.95
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
Large Sub Sandwich, Chips, Fruit, Cookie/Cake or Candy Sodas, Water Price Per Meal: \$ 19.95	Fried Chicken Potato salad Bread and fruit Cookie or candy Sodas, Water Price Per Meal: \$ 19.95	Large Sub Sandwich, Chips, Fruit, Cookie/Cake or Candy Sodas, Water Price Per Meal: \$ 19.95	Meatball subs, fruit cup chips, cookie or candy Sodas, Water Price Per Meal: \$ 19.95	Hamburger or hot dog, potato salad, chips, fruit, cookie or candy Sodas, Water Price Per Meal: \$ 19.95	BBQ chicken sandwich baked beans, chips, fruit, cookie or candy Sodas, Water Price Per Meal: \$ 19.95	Pork chops, chips, rolls, apple sauce, fruit, cookie or candy Sodas, Water Price Per Meal: \$ 19.95
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Barbecue Chicken & Baked Potato, 2 Vegetables, Salad, Bread, Dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Pasta & Meatballs, 2 vegetables, salad, garlic bread, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Roast pork, rice & beans, 2 vegetables, soup, bread, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Thick cut ham, sweet potato, 2 vegetables, soup, bread, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Meatloaf, new potatoes (garlic), 2 vegetables, salad, bread, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Baked chicken, baked potato, 2 vegetables, tossed salad, bread, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95	Pasta & Meatballs, 2 vegetables Garlic bread, salad, dessert Ice Tea, Lemonade, Soda, Reg. & Decaf. Coffee Price Per Meal: \$ 28.95

All Meals:

Authorized Signature:

Date: 2/28/18

COMPANY NAME:

Wyman Hospitality, LLC

Menu Week #2

ATTACHMENT A

Monday Breakfast:	Tuesday Breakfast:	Wednesday Breakfast:	Thursday Breakfast:	Friday Breakfast:	Saturday Breakfast:	Sunday Breakfast:
Eggs, Potatoes,	Eggs, Potatoes,	Eggs, Potatoes,	Eggs, Potatoes,	Eggs, Potatoes,	Eggs, potatoes, grits, bacon, sausage, ham,	Eggs, Potatoes, Grits, Bacon, Sausage,
Grits, Bacon, Sausage, Dry Cereal,	Grits, Bacon, Sausage, Cereal,	Grits, Bacon, Ham, Cereal, Muffins, Bagels, Fruit, Waffles,	Grits, Bacon, Ham, Cereal, Toast, Biscuits & Gravy, Fruit, Hash	Grits, Bacon, Sausage, Cereal,	dry cereal, muffins, biscuit & gravy, fruit	Ham, dry cereal, Bread/toast, fruit
Bread/Toast, Biscuits & Gravy, Fruit, Pancakes	Bread/Toast, Biscuits & Gravy, Fruit, French Toast	Waffles	Browns	Bread/Toast, Biscuits & Gravy, Fruit,	Waffles	Waffles
Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,	Reg. & Decaf. Coffee,
Milk, Orange Juice,	Milk, Orange Juice,	Milk, Orange Juice,	Milk, Orange Juice,	Milk, Orange Juice,	Milk, Orange Juice,	Milk, Orange Juice,
Apple, Grapefruit Juice	Apple, Grapefruit Juice	Apple, Grapefruit Juice	Apple, Grapefruit Juice	Apple, Grapefruit Juice	Apple, Grapefruit Juice	Apple, Grapefruit Juice
Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95	Price Per Meal: \$ 16.95
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
Large Sub Sandwich, (Italian Cold Cuts)	Fried Chicken	Large Sub Sandwich, (Ham, Turkey, Cheese)	BBQ Chicken, Baked	Grilled Chicken	BBQ Pork & Beef	Hamburger & Hot Dog,
Chips,	Tossed Salad	Chips,	beans, Chips, Bread,	Sandwich, Potato	Sandwich, Baked Beans	Potato Salad, Chips,
Fruit, Cookie/Cake or Candy	Garlic Bread	Fruit, Cookie/Cake or Candy	Fruit and Cookie/Cake or Candy	salad, Fruit and Cookie/Cake or candy	Chips, fruit and cookie or candy	Fruit and Cookie/
Sodas	Fruit	Sodas	Sodas	Sodas	Sodas	Cake or Candy
Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95	Price Per Meal: \$ 19.95
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Barbecue Chicken	Roast Pork	Meatloaf, mashed potatoes & Gravy, 2 vegetables,	Ham steak	Spaghetti & meatballs	Baked Chicken	Lasagna, 2 vegetables
Baked Potato	Rice & beans	Salad,	Baked Potato	Garlic bread,	Yellow Rice,	Salad, Garlic Bread,
2 Vegetables, Salad,	2 Vegetables, Salad		2 vegetables, Salad	2 vegetables, salad,	2 Vegetables, Soup	Dessert
Bread, Dessert	Bread, Dessert	Bread & Dessert	Bread & Dessert	bread, dessert	Bread & Dessert	
Ice Tea, Lemonade,	Ice Tea, Lemonade,	Ice Tea, Lemonade,	Ice Tea, Lemonade,	Ice Tea, Lemonade,	Ice Tea, Lemonade,	Ice Tea, Lemonade,
Soda, Reg. & Decaf.	Soda, Reg. & Decaf.	Soda, Reg. & Decaf.	Soda, Reg. & Decaf.	Soda, Reg. & Decaf.	Soda, Reg. & Decaf.	Soda, Reg. & Decaf.
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
Price Per Meal: 28.95	Price Per Meal: 28.95	Price Per Meal: 28.95	Price Per Meal: 28.95	Price Per Meal: 28.95	Price Per Meal: 28.95	Price Per Meal: 28.95

Authorized Signature: _____

Date: 2/28/16

Brief History of Vizcarra Hospitality

Federico Vizcarra started working when he was 16 years old peeling onions and potatoes for a major hotel chain. He quickly moved up the ranks in the kitchen and was given the opportunity to apprentice under the hotel flag and as a result was the youngest Executive Chef.

Federico has worked in Napa Valley for Jeremiah Tower- Stars and for Interstate Hotels and Resorts, Starwood Hotel and Resorts in Executive Food and Beverage Management.

He has held multi-Level Executive Food and Beverage Management of hotels of different flags in the Dallas area.

Vizcarra Hospitality is a Full-Service Catering company. It is diverse in their operation hence they can perform catering operations for concessions, concerts, educational institutions, social market segments, military, religious fraternities.

We are in The Federal Program-SAMS-DUNS #96811775-Cage #5M3F7 with contracts that have been awarded by the different Cities for Disaster Catering relief. Our first contract was with The City of West Palm Beach Florida for 5 years has been renewed and in the city is in progress of sending new bid packages to us. We also were awarded contract with BCFS Health and Human Services, Houston, and City of Nassau Bay, Texas.

Having experience with large volume feeding at Market Hall Convention, Dallas Texas we catered 60 shows a year feeding roughly 300,000 guests per year.

Our services rely on the quality of food we provide whether they are for concessions or weddings, the service staff training we provide and the quality and presentation of our equipment.

Please visit our web page at www.vizcarrahospitality.com

We are on Facebook, Yelp.

Project Approach

Vizcarra Hospitality has included in the package menus as well as our Rapid Response Trailer Kitchen schematic, depending on the size of relief we can scale down to mobile units with tents.

We are mobile and ready to execute. We watch and monitor very closely NOAA weather during Hurricane season. We have a standing order already lined up with our major food broker in case we need rapid response to the awarded areas.

Staffing wise we would take a core group and we would be in contact with chefs in the local area with our network for culinary assistance and we would hire local personnel while deployment is made.

Our meal plan is based on 7 days, 2-week cycle- breakfast, lunch, and dinner, within the period of operation specified in the RFP. Meals are designed to be nutritional for the long hours the first responders need to be in the field. We own our own equipment and trailers to transport.

Regarding the different locations specified for meal plans we would need for the city to have a designated person from each location to pick up the meals prepared. They would be packaged correctly so they could re heat the product if needed.

Experience in Food and Beverage Operations

Federico Vizcarra has 30 years in experience in the field of Food and Beverage. From operating full service hotels with 500- 700 hotel rooms per unit with full service catering facilities, restaurant operations- room service and staff management in catering sales as well as Culinary. He is a member of the Chaine des Rotisseurs and Ordre de Mondial.

Vizcarra Hospitality has worked with high volume events first in San Francisco for the LGBT Parade and then in the City of Fort Worth for the last 6 years for the LGBT Parade.

The entertainment segment of the business he opened Pizza Hut Park now called Toyota Park performing catering operations to all guests with the first concert of George Strait, attendance for the first night show was 30,000 serving Tex Mex cuisine, Rascal Flats, 28,000 attendees, Jimmy Buffet, 24,000 attendees, Edgefest, 40,000 attendees.

We also provide catering services to Limited service hotel chains like The Hampton Inn-Hilton, Marriott Courtyard, Springhill Suites-Marriott. We also are in the preferred listing of caterers as Full-service caterers for 11 wedding venues in the Denton, McKinney, Anna, Hope, Van Alsteyn area. We provide food, alcohol service, wedding cake service, rental of equipment.

At Market Hall Convention center, Levy restaurants subcontracted us to operate food services for 60 shows a year feeding roughly 300,000 guests per year.

Our culinary staff are graduates from Le Cordon Bleu school. We also work very closely with the Denton Salvation Army giving opportunity to the less fortunate and assisting them to get back on their feet. Our banquet staff are hired form UNT University in Denton and hotel staff.

Catering Disaster Relief Contract Awards

City of West Palm Beach Florida

West Palm Beach

May 2013

BCFS Health and Human Services

Emergency Services

San Antonio, Texas

July 2015

City of Nassau Bay

Nassau Texas

March 2016

Supreme Storm Services

Southington, CT

Subcontracted August 2017

New Orleans Emergency On-Site and Mobile Catering Contract

Okaloosa County, FL Emergency EOC Feeding Contract

Key Biscayne, FL Emergency Feeding Contract

FEMA Individual Assistance Contract



Date: 08/16/17

To Whom it may concern;

Supreme Storm Services, LLC (Supreme) is a Southington, CT based firm with additional office locations in Jupiter, FL. and Hartsville SC. Supreme provides Disaster Response and Recovery Services including Debris Management & Operations, Emergency Food Catering Services and Emergency Food Supplies.

At present Supreme is positioned on over 400 preposition disaster response contracts across the southeast, mid-Atlantic and northeast states of the country.

Vizcarra Hospitality is one of Supreme's primary catering subcontractor and has been named in several of our recent proposals including;

New Orleans Emergency On-Site and Mobile Catering Contract

Okaloosa County, FL Emergency EOC Feeding Contract

Key Biscayne, FL Emergency EOC Feeding Contract

FEMA Individual Assistance Contract

We value our relationship with Vizcarra Hospitality and Federico and look forward to working with Federico on these and future contracts.

If you have any questions or need additional information please contact me at 859.473.3422 or via email at jones@supremestormservices.com.

Thank you,

Jeff H. Jones
Disaster Services Program Director
Supreme Storm Services, LLC

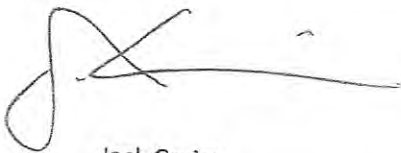
Levy Restaurants

May 20, 2013

Josephine Grosch
Procurement Division
Purchasing Agent:

Federico has been a loyal subcontractor for Levy Restaurants at Dallas Market Center since August 2009. He has serviced many Markets in the World Trade Center attended by over 200,000 buyers from across the globe. He also services over 60 consumer trade shows at Market Hall annually. Federico has always been very flexible with his menu options as well as his hours of operations in order to fit the ever changing client needs at Dallas Market Center. Federico and his crew have great guest service skills and also a high capacity to take care of all clients and show promoters. We have received numerous compliments regarding Federico and crew on his food, service and client relationships. I would not hesitate to recommend Federico for any Food and Beverage functions in any capacity. Please feel free to call me at any time if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Cruise', with a stylized flourish at the end.

Jack Cruise
Director of Operations
Dallas Market Center
214-746-3650



Courtyard by Marriott Denton DFW
2800 Colorado Blvd
Denton TX
940-382-4600 office
940-382-4622 fax

To whom it may concern:

It is with great pleasure and enthusiasm that I am writing to endorse Vizcarra Hospitality and Federico Vizcarra.

We have had the pleasure of working with Vizcarra Hospitality for several events with mutual clients over the past several months, all with most positive results and great feed back from the clients.

Vizcarra Hospitality and their staff offer a fabulous presentation and amazing service and delicious results all which is needed and I expect will be very well received in the Denton Texas market.

I will look forward to supporting Vizcarra Hospitality with referral and will be proud to associate our Marriott reputation with Vizcarra Hospitality and the service they provide.

Sincerely,

Gina Atkinson

Director of Sales

OFFICERS

Daune Littlefield
President

Steve Riegel
Vice-President

Tony Coronado
Treasurer

Timmy Crawford
Secretary

TITLE HOLDERS

Betty Bear
Miss Pride Week

Terry Covington
Mr. Pride Week

Mari Taylor
Ms. Pride Week

Robin Cagle
Ms./Mr. Pride Week

COMMITTEE CHAIRS

Daune Littlefield
Scholarship

Dianne Dunivan
Co - Pride Picnic

Jody Wasson
Web Site Management

Joe Delane
Pageant

Richard Tinker
Easter Egg Hunt
Pet Fest

Stace Jones
Entertainment

Stan Baker
Co - Art & St. Festival
Volunteer

Steve Riegel
Sponsorship Program

Tina Harvey
Pride Parade
Co - Pride Picnic
Vendor

Todd Camp
Media
Souvenir Booklet

Tony Coronado
Corporate Partner Program
Co - Art & St. Festival
Long Term Development
Pride St. Festival



September 2012

Subject: Vizcarra Hospitality, LLC
3844 Johnson Drive
Carrollton, Texas 75010
972-896-3036
www.vizcarrahospitality.com

To Whom It May Concern,

For 31 years, the GLBT Community of Tarrant County and its supporters has been celebrating Pride in the City of Fort Worth. TCGPWA - Tarrant County Gay Pride Week Association produces the two largest GLBT attended events each year, the Pride Parade & Street Festival and Pride Picnic.

Being a long time organized not for profit we have established many partnerships. 2011 was the first year for our organization to incorporate food concessionaires. TCGPWA Corporate Partner relationships, which we depend on year to year, grant us dependable credible referrals.

Last year's historic 30th Anniversary took us to the streets of Downtown - Fort Worth for the first time. Federico Vizcarra, President of Vizcarra Hospitality, LLC, was eager to meet all our needs for our Street Festival and Picnic events. After several background discussions, an agreement on menu was in place and was well received by our attendees.

On both days of the events, the set up operation was professionally executed. The staff was well uniformed, well informed of our groups diversity and positive in their approach to our attendees. There was a good visual impact that accompanied the wonderful taste and high quality of the food product. The variety of product that Vizcarra Hospitality can offer is endless and customized to your liking.

The partnership we established with Vizcarra Hospitality, LLC, is valued by our organization and community so much so that, Vizcarra was our sole concessionaire for our inaugural Art & Street Festival event, March of this year.

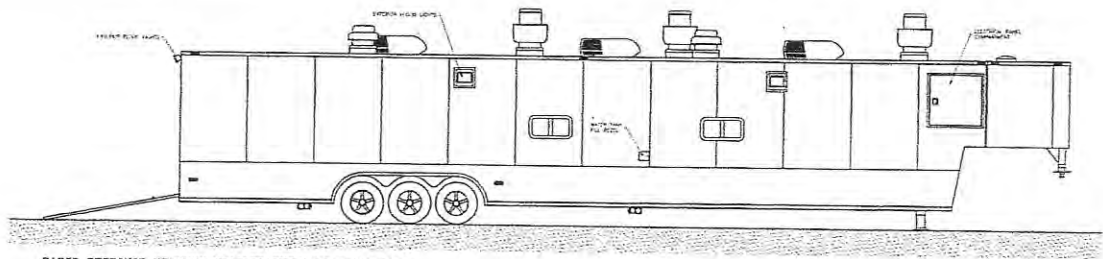
Forecasting scenarios, our staff needs to be comfortable with all participants to our program so they can connect, with confidence, those participants to our attendees. Our Organization's mission includes "producing events of a family friendly safe environment". Federico and Vizcarra Hospitality's staff rapport and demeanor in connecting with our event coordinators and organization officers contributes highly to our success in incorporating food concessionaires to our events..

We highly recommend Vizcarra Hospitality, LLC for your Special Event catering needs.

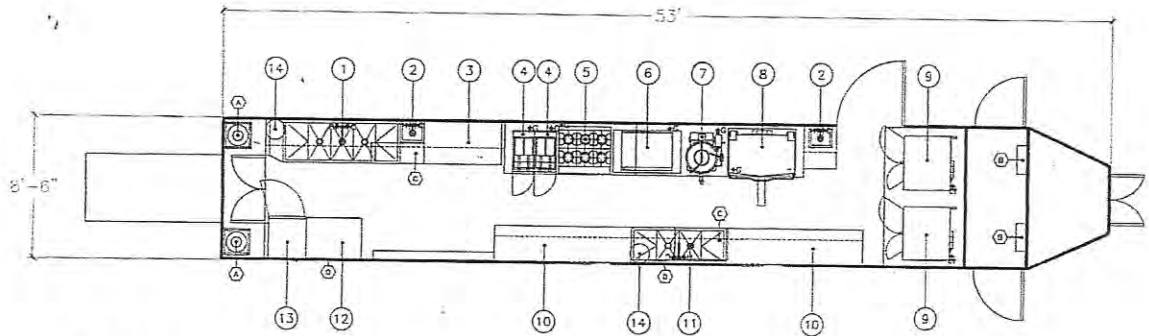
Respectfully submitted,

Tony Coronado
817-495-5891 (c)
Corporate Partner Program
Co - Art & St. Festival
Long Term Development
Pride St. Festival

Tarrant County Gay Pride Week Association
P.O. Box 3459 • Fort Worth • Texas • 76113



RAPID RESPONSE KITCHEN TRAILER EXTERIOR ELEVATION



RAPID RESPONSE KITCHEN TRAILER FLOORPLAN

EQUIPMENT:

1. 3 COMPARTMENT SINK
2. HAND SINK
3. WORK TABLE
4. 40LB DEEP FRYER
5. 6 BURNER RANGE WITH STANDARD OVEN
6. 35" CRIDDLE
7. 30GAL KETTLE
8. 40GAL 1LT SKILLET
9. DOUBLE STACK CONVECTION OVEN

EQUIPMENT:

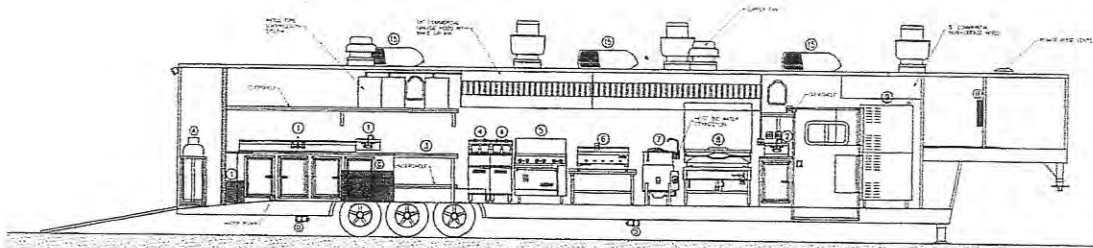
10. WORK TABLE
11. COMPARTMENT PREPARATION SINK
12. DOOR REACH-IN COOLER
13. SINGLE DOOR REACH-IN FREEZER
14. WATER HEATER
15. ROOFTOP RV STYLE HVAC

UTILITY CONNECTIONS:

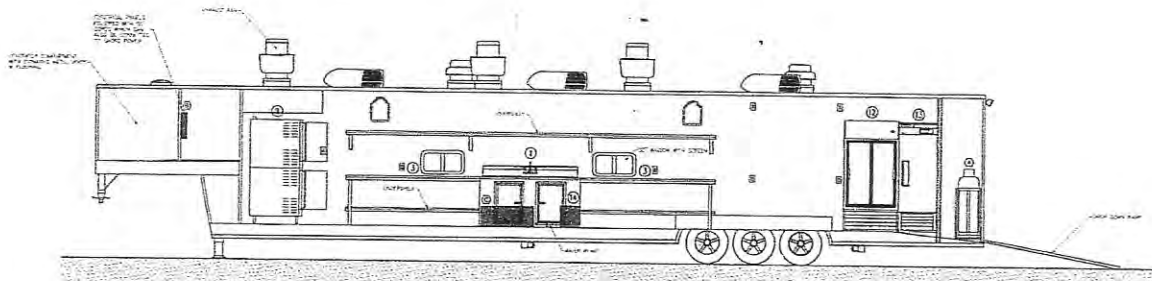
- A. 100 GALLON PROPANE TANK
- B. 100 AMP ELECTRICAL PANELS WITH 50' POWER CORDS
- C. 100 GALLON POTABLE WATER TANK
- D. 125 GALLON WASTE HOLDING TANK (LOCATED BEHIND TRAILER)

STANDARDS:

- ALUMINUM WALLS/STAINLESS STEEL WALL BEHIND HOOD/S
- GFD PROTECTED RECEPTACLES THROUGHOUT
- FLOORS ARE ALUMINUM/STAINLESS STEEL DIAMOND PLEAT PLATE
- ALL UNITS EQUIPPED WITH AC & HEAT CAPABILITIES
- HOOD SYSTEMS PROTECTED BY AUST. FIRE SUPPRESSION SYSTEM
- EQUIPPED WITH WALL HOOKS FOR EQUIPMENT STRAPPING/SECURING
- POWER & MANUAL LANDING OAR CAPABILITIES
- EQUIPPED WITH EXTERIOR FLOOD LIGHTS



RAPID RESPONSE KITCHEN TRAILER INTERIOR ELEVATION



RAPID RESPONSE KITCHEN TRAILER INTERIOR ELEVATION





DRC

EMERGENCY SERVICES

Striking Back.

PO Box 17017 • GALVESTON, TX 77552
(888) 721-4372 • FAX: (504) 482-2852
www.drcusa.com

REQUEST FOR PROPOSAL

MEAL CATERING FOR EMERGENCY RESPONDERS FOR
NATURAL AND MAN-MADE DISASTERS

RFP NO. 2018-09

MARCH 27, 2018 • 2:00PM
ORIGINAL

CITY OF FRIENDSWOOD

ATTN: MELINDA WELSH • CITY SECRETARY
910 SOUTH FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:

KRISTY FUENTES, KFUENTES@DRCUSA.COM

MEAL CATERING FOR EMERGENCY RESPONDERS FOR NATURAL AND MAN-MADE DISASTERS

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PO Box 17017 • Galveston, TX 77552 • (888) 721-4372 • Fax: (504) 482-2852

www.drcusa.com

March 26, 2018

City of Friendswood
Attn: Melinda Welsh, City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

Re: Meal Catering for Emergency Responders for Natural and Man-Made Disasters
RFP No. 2018-09

Dear Ms. Welsh,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Friendswood our proposal to provide Meal Catering services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 27-year record of 100% federal reimbursement for eligible work performed.

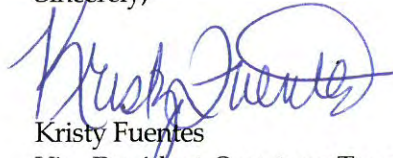
DRC is headquartered in Galveston, Texas, which is located less than an hour away from the City of Friendswood. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Friendswood should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Friendswood, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Point of Contact for the City of Friendswood is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Friendswood in the future.

Sincerely,



Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



Office of the Secretary of State

CERTIFICATE OF AUTHORITY
OF

DRC Emergency Services, LLC
Filing Number: 800551038

The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to 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 Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005



A handwritten signature in cursive script, reading "Roger Williams".

Roger Williams
Secretary of State

STATEMENT OF ORGANIZATION

Please see Statement of Organization form attached.

COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the President and an independent reporter to management and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to management regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

DRC's CORE VALUES

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

APPLICATION OF CORE VALUES

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and

the quality of our services and solutions.

- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors, we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

“I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county.” – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC’s Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of Friendswood in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"

– Keith Wilkins

REP, Director of Community & Environmental Department, Escambia County, Florida

DRUG FREE WORKPLACE PROGRAM

DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.
4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.
5. DRC provides information about drug counseling and treatment.
6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the City of Friendswood with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the City of Friendswood as a service at no additional cost to the City. Training sessions will address planning and reimbursement issues, as well as any other concerns of the City, and are scheduled and led by DRC's Director of Training. Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC's Director of Training travels the Country providing Debris Management and Response Readiness training to various Jurisdictions. Workshops can be offered in the manner most suitable for the jurisdiction, such as:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller local government entities inviting neighboring jurisdictions for a combined training session.

Statement of Organization

1. Proposer

Full Name of Business: DRC Emergency Services, LLC
Principal Business Address: 6702 Broadway
Galveston, TX 77554
Principal Phone Number: (888) 721-4372
Local Business Address: PO Box 17017
Galveston, TX 77552
Local Business Contact: Kristy Fuentes
Local Business Phone: (888) 721-4372
Local Business Fax: (504) 482-2852
Local Business E-mail: Kristy Fuentes
Type of Organization: Limited Liability Company
Tax ID #: 63-1283729
License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) Kristy Fuentes, Vice President, Secretary, Treasurer
(b) John Sullivan, President
(c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	<u>Island Famous</u>	<u>3204 Seawall Blvd., Galveston Island, TX 77550</u>	<u>Catering</u>
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

EXPERIENCE

For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 29 years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal and Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Meal Catering
- Tree Trimming and Removal
- Emergency Supplies and Support

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4,000 pieces of specialized equipment Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards in a single day
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 29-year record of 100% federal reimbursement for eligible work performed

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. Our former name was Emergency Communications and Logistics LLC and in 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Friendswood. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Friendswood and New Orleans. The total value of these contracts was approximately \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four-and-a-half-month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

Banking

Texas Capital Bank
Mike Chryssikos
Senior Vice President
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7109
michael.chryssikos@texascapitalbank.com

Surety

Bowen, Miclette & Britt Insurance Agency, LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com

Insurance

McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd., Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com

TEAMING PARTNER

DRC has formed an alliance with Island Famous Inc. This alliance will allow DRCES to, establish relationships with other local civil contractors and provide local knowledge that otherwise would not be obtained. Island Famous Inc. is a hospitality company operating restaurants, hotels, bars, full service catering and food service for disaster recovery. Founded in 2002, Island Famous Inc. has grown from a single unit restaurant operator with 20 employees to a diverse hospitality company with annual revenues exceeding \$15M+. Employing over 300+ with a minimum of 10% of the total staff available for full service catering and food service for disaster recovery we are fully equipped for rapid response.

Whether it's food service, post natural disaster, or a wedding, our guests can expect fast and friendly service with a compassionate touch. Island Famous food service for disaster recovery experience dates back to 2008 with Hurricane Ike in Friendswood Texas and most recently Hurricane Harvey. During Hurricane Harvey, Island Famous operated on a menu that changed daily based on product and staff availability and served more than 750+ guests per day

Island Famous is able to mobilize fixed wheel catering units to sites and with more than 20 years in the hospitality industry, they have contacts coast to coast. When possible they attempt to source local labor in an effort to contribute to the communities in which they serve.

Owned equipment includes a full commercial kitchen, multiple walk in coolers and freezers, prep tables, mixers, fryers, ovens, grills, sandwich top refrigerators, etc.

The information contained in this proposal is our combined experience.

SERVSAFE CERTIFICATION

All employees of Island Famous are food handler certified. Additionally all of their managers are ServSafe certified. The National Restaurant Association's ServSafe Food Safety training program is widely recognized and respected in the foodservice industry for the following reasons:

- Uses quality materials and exams created by foodservice and regulatory experts exclusively for the foodservice industry
- Reinvests proceeds from programs back into the industry
- Accepted in all 50 states, making it ideal for single and multi-unit operations
- A single source, one-stop show for both food safety training and the certification examination
- Delivers up-to-date regulatory information
- Provides support from foodservice subject matter experts available to answer questions
- Offers flexible online, classroom, in-unit and one-on-one training and examination options

Please see ServSafe Certifications attached.

MOBILIZATION AND ABILITY TO PERFORM

Team members are able to mobilize within 12 hours of Notice to Proceed allowing us to be in almost any location in the Continental US within 48 hours and prepared to serve. Both DRC and Island Famous are headquartered in the City of Galveston ensuring a quick mobilization. Island Famous serves 200 in under an hour on a typical business day. With more than 20 years in the hospitality industry, Island Famous has an extensive network of vendors and suppliers to provide product and equipment tailored to fit any size event. In markets where we have contracts, we continuously monitor these markets for disasters and put our vendors and suppliers on notice if we observe a situation which may result in our mobilization. Like our employees, our vendors and suppliers are able to mobilize within 12 hours. We exclusively utilize National suppliers and vendors thus allowing us the flexibility to mobilize our teams and have vendor/supplier availability anywhere in the Continental US

LARGE EVENTS FROM THE PAST 2 YEARS

2017 Events:

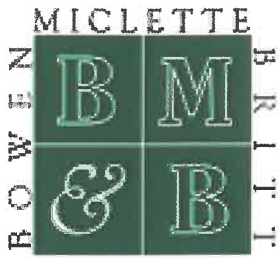
Event: Lone Star Rally
Attendees: 500,000 in aggregate. 20,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: 4 day event
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Mardi Gras
Attendees: 250,000 in aggregate. 30,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: Two weekend event.
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Post Harvey Disaster Food Service
Attendees: 8,000
Cuisine: Fried Shrimp & Fish, Grilled Chicken, Fries, Coleslaw
Hours: 5 day event
Staffing: 6 – 20 depending on demand
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: GRA Epicurean Evening
Attendees: 500
Cuisine: Coconut Shrimp with pineapple mango salsa, burger sliders, tomato basil soup.
Hours: 3 hour serving period
Staffing: 6
Contact: Francisco Vargas
Number: 409.789.4114

Additionally, Island Famous served disaster recovery meals in Friendswood Texas post Hurricane Ike and Hurricane Harvey. Post Hurricane Ike they provided an average of 1,000 meals per day for duration of 10 days. During Hurricane Harvey, they provided an average of 750 meals per day for duration of 6 days.



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
1111 NORTH LOOP WEST, SUITE 400
HOUSTON, TEXAS 77008
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 5, 2018

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to \$80,000,000 as long as these projects fit within a \$150,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

A handwritten signature in black ink, appearing to read 'David T. Miclette'.

David T. Miclette
Senior Vice President

DT/rg



11 Greenway Plaza
Suite 2900
Houston, Texas 77046

www.iberiabank.com

July 20, 2016

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern,

This letter is in support of DRC Emergency Services, LLC ("DRC" or the 'Company'). I am writing on behalf of Iberia Bank Corporation ("Iberia"), which is a publicly traded bank holding company. Iberia is the primary lender for DRC's owners and has banked their various entities for over 15 years. The relationship has resulted in loans in excess of over \$25,000,000, which have always paid as required. Currently, the relationship has the capacity to borrow in excess of its existing credit due to its strong liquidity position and capital structure. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

The decision to commit to an expanded credit facility will be subject to the review and approval of contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to you if, for any reason, Iberia does not extend additional credit above what is already committed.

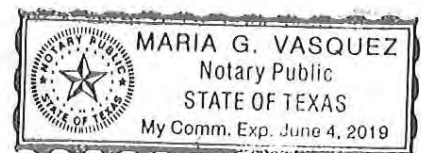
We look forward to working with you and DRC Emergency Services, LLC on future project opportunities.

Sincerely,

Bennett Douglas
EVP – Regional Group Manager
IberiaBank

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 20th day of July, 2016, by Bennett Douglas.

- Maria Vasquez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2018

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 MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:														
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Underwriters At Lloyd's, London</td><td>15792</td></tr><tr><td>INSURER B :United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER C :Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D :Argonaut Insurance Company</td><td>19801</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Underwriters At Lloyd's, London	15792	INSURER B :United States Fire Insurance Company	21113	INSURER C :Texas Mutual Insurance Company	22945	INSURER D :Argonaut Insurance Company	19801	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:CAEA6LDX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			B0621EMSSL000317	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1337407101	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			B0621EMSSL000217	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N		N / A	TSF0001307608 TX WC928318471754	05/26/2017	05/26/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)
Re: RFP #2018-09

CERTIFICATE HOLDER

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

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

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

JAVIER VELEZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

10742771

CERTIFICATE NUMBER

02/20/2014

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10368

EXAM FORM NUMBER

02/20/2019

DATE OF EXPIRATION

for recertification requirements.



#0655

Sherman Brown

Sherman Brown
CFP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution A214 (XII) 2013, Paragraph 12, amended A235
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EXAM FORM NO. 4864
CERTIFICATE NO. 10441740

ServSafe® CERTIFICATION

TO **LAUREN K DESORMEAUX**

24

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

10/15/2013

DATE OF EXAMINATION

10/15/2018

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

Exam Form No. 4864



#0655

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12/01/01

V.12/10



EXAM FORM NO. 4864
CERTIFICATE NO. 10441741

ServSafe® CERTIFICATION

TO **THERESA L FALCON**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

10/15/2013

DATE OF EXAMINATION

10/15/2018

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

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12100101

v.1210

Exam Form No. 4864
10/15/2013

FACILITY

Per the RFP, the City will provide facilities to prepare and serve meals as well as facilities to house the contractor as available. DRC will stage from the City provided location. However, we are able to provide a 30' mobile kitchen if needed. Please see Specifications of the mobile kitchen below.

SPECIFICATIONS

- 30' length
- Feeds up to 2,000 per day

EQUIPMENT

- 2-door refrigerator
- 2-door freezer
- 2 40lb. fryers
- 6-burner stove with convection oven below
- 36" griddle with convection oven below
- 24" charbroiler
- 36" griddle
- Hood with fire suppression
- 3-compartment sink
- Hand sink
- 2 serving windows with 4 sections (can have 4 lines)
- 4 100 lb. propane tanks
- Onan generator

REFERENCES

Event: Lone Star Rally
Attendees: 500,000 in aggregate. 20,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: 4 day event
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Mardi Gras
Attendees: 250,000 in aggregate. 30,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: Two weekend event.
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Post Harvey Disaster Food Service
Attendees: 8,000
Cuisine: Fried Shrimp & Fish, Grilled Chicken, Fries, Coleslaw
Hours: 5 day event
Staffing: 6 - 20 depending on demand
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: GRA Epicurean Evening
Attendees: 500
Cuisine: Coconut Shrimp with pineapple mango salsa, burger sliders, tomato basil soup.
Hours: 3 hour serving period
Staffing: 6
Contact: Francisco Vargas
Number: 409.789.4114

KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement



John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

Kurt Thormahlen, General Manager

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.



FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900



Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.



Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

“They provided a service that exemplifies the dedication of DRC Emergency Services to its customers.”

– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper



Joe Newman, Vice President of Operations

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Friendswood following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

Sam Dancer, Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.



Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

Other Certifications: ADEM – QCI Certification, Hazwoper, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, and the EM Site



Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Other Certifications: Hazwoper

TEAMING PARTNER

DRC has formed an alliance with Island Famous Inc. This alliance will allow DRCES to, establish relationships with other local civil contractors and provide local knowledge that otherwise would not be obtained. Island Famous Inc. is a hospitality company operating restaurants, hotels, bars, full service catering and food service for disaster recovery. Founded in 2002, Island Famous Inc. has grown from a single unit restaurant operator with 20 employees to a diverse hospitality company with annual revenues exceeding \$15M+. Employing over 300+ with a minimum of 10% of the total staff available for full service catering and food service for disaster recovery we are fully equipped for rapid response.

Whether it's food service, post natural disaster, or a wedding, our guests can expect fast and friendly service with a compassionate touch. Island Famous food service for disaster recovery experience dates back to 2008 with Hurricane Ike in Friendswood Texas and most recently Hurricane Harvey. During Hurricane Harvey, Island Famous operated on a menu that changed daily based on product and staff availability and served more than 750+ guests per day

Island Famous is able to mobilize fixed wheel catering units to sites and with more than 20 years in the hospitality industry, they have contacts coast to coast. When possible they attempt to source local labor in an effort to contribute to the communities in which they serve.

Owned equipment includes a full commercial kitchen, multiple walk in coolers and freezers, prep tables, mixers, fryers, ovens, grills, sandwich top refrigerators, etc.

The information contained in this proposal is our combined experience.

MENU

SAMPLE BREAKFAST MENU

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes
Bacon	Ham	Bacon	Ham	Bacon	Ham	Bacon
Grits	Hash browns	Grits	Hash browns	Grits	Hash browns	Grits
Toast	Biscuits	Toast	Biscuits	Toast	Biscuits	toast
Milk	Milk	Milk	Milk	Milk	Milk	Milk
Juice	Juice	Juice	Juice	Juice	Juice	Juice
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee

SAMPLE LUNCH MENU

Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich	Grilled Chicken Breast	Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich
Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle
Chips	Grilled Veges	Chips	Grilled Veges	Chips	Grilled Veges	Chips
Cookie	Brownie	Cookie	Brownie	Cookie	Brownie	Cookie
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Water	Water	Water	Water	Water	Water	Water

SAMPLE DINNER MENU

Fried Shrimp	Fried Fish	Grilled Chicken	Pork Chops	Fried Shrimp	Fried Fish	Grilled Chicken
Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges
Hush puppies	Hush puppies	Mashed potatoes	New potatoes	Hush puppies	Hush puppies	Mashed potatoes
Cookie	Cookie	Cookie	Cookie	Cookie	Cookie	Cookie
Roll	Roll	Roll	Roll	Roll	Roll	Roll
Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea
Water	Water	Water	Water	Water	Water	water

PRICING

The following proposal is based on the City picking the meals up from our centralized distribution center. We will ensure fully stocked beverages and snacks on a 24/7 basis and will replenish all locations daily.

Item Number	Description	Unit Cost
1	Breakfast	\$31.43 per meal
2	Lunch	\$41.43 per meal
3	Dinner	\$52.86 per meal
4	Midnight Shift "Lunch"	\$52.86 per meal

Cancellation Policy/Mobilization Fees

- Should the City issue notice to proceed and cancel services prior to DRC serving a full 24-hour meal cycle a flat fee of \$14,500.00 will be charged for emergency mobilization. Should the City terminate services after a full 24-hour meal cycle has been served then no mobilization will be charged.

Optional Pricing for Additional Service

- For an additional 7.15%, we are prepared to deliver the meals to up to three (3) separate locations within city limits.

Please see the following attached:

- Bidder's Certification Form
- Attachment B Federal Procurement Requirements
 - o No Government Obligation to Third Parties
 - o Program Fraud and False or Fraudulent Statements and Related Acts
 - o Access to Records and Reports
 - o Equal Employment Opportunity
 - o Government-wide Debarment and Suspension (Nonprocurement)
 - o Contract Work Hours and Safety Standards Act
 - o Lobbying
 - o Clean Air
 - o Clean Water
 - o Procurement of Recycled Materials
 - o Department of Homeland Security Logo, Seal, and Flags
 - o Compliance with Federal Law, Regulations, and Executive Orders
 - o Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
 - o Energy Efficiency and Conservation
- Conflict of Interest Questionnaire
- Form 1295 Certificate



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contraction whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in the state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that DRC Emergency Services, LLC is a resident bidder of Texas as defined
(Company Name)
in HB 620.

Signature Kristy Fuentes

Print Name Kristy Fuentes

I certify that _____ is a Nonresident bidder as defined in
(Company Name)
HB 620 and our principal place of business is _____
(City and State)

Signature _____

Print Name _____



ATTACHMENT B

FEDERAL PROCUREMENT REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



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.

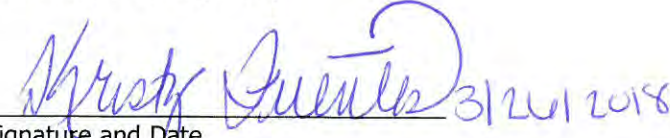
Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

 3/26/2018
Signature and Date

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.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

 3/26/2018
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 2/3/2018
Signature and Date

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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."

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory


Signature and Date 8/20/2018

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/24/2018
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.

Kristy Fuentes VP/Secretary/Treasurer

Printed name of Signatory

Signature and Date

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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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, DRC Emergency Services, LLC, 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 26TH day of MARCH, 2018

By Kristy Fuentes
Signature of Bidder/Contractor/Subcontractor's Authorized Official

Kristy Fuentes
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

VP/Secretary/Treasurer
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/26/2018
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.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/26/2018
Signature and Date

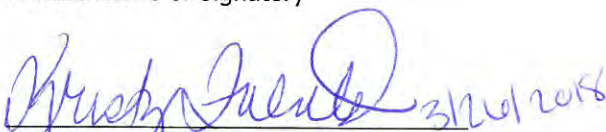
THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

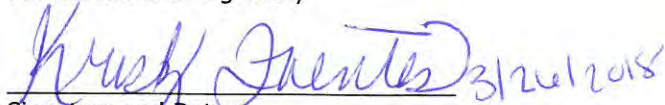
Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory


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.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory


Signature and Date

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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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/26/2018
Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/26/2018
Signature and Date

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14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Kristy Fuentes VP/Secretary/Treasurer
Printed Name of Signatory

Kristy Fuentes 3/26/2018
Signature and Date

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15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, Kristy Fuentes (Person name), the undersigned representative

of (Company or Business name) DRC Emergency Services, LLC
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

3/22/2018

Date

Kristy Fuentes
Signature of Company Representative

On this the 22nd day of March, 2018, personally appeared

Kristy Fuentes, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
Signature

Date

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



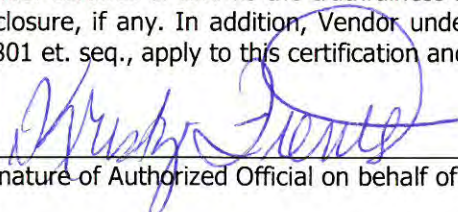
CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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



Signature of Authorized Official on behalf of Vendor

Kristy Fuentes VP/Secretary/Treasurer

Name and Title of Authorized Official on behalf of Vendor

DRC Emergency Services, LLC

Name of Vendor

MARCH 26, 2018

Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

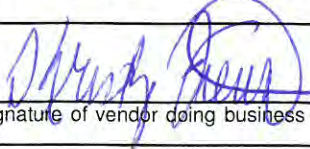
Yes

☐

No

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

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

7  Kristy Fuentes
VP/Secretary/Treasurer
Signature of vendor doing business with the governmental entity


Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2018-327604

Date Filed:
03/19/2018

Date Acknowledged:

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

DRC Emergency Services, LLC
Galveston, 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 Friendswood

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.

2018-09
Meal Catering for Emergency Responders to Natural and Man-Made Disasters

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.



6 UNSWORN DECLARATION

My name is KRISTY FUENTES, and my date of birth is 5/31/1974.

My address is 110 VETERANS BLVD, STE 515, METairie, LA, 70005, USA.
(street) (city) (state) (zip code) (country)

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

Executed in JEFFERSON PARISH County, State of LOUISIANA, on the 26th day of MARCH, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF FRIENDSWOOD
FRIENDSWOOD, TEXAS**



REQUEST FOR PROPOSALS

**MEAL CATERING FOR EMERGENCY RESPONDERS TO NATURAL AND MAN-MADE
DISASTERS**

RFP: #2018-09

SUBMISSION DEADLINE DATE	March 27, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335



Lighthouse Charity Team
People Helping People

www.LighthouseCharityTeam.com

03/26/2018

Lighthouse Charity Team

Service Proposal

RFP 2018-09

*Meals Catering For Emergency Responders
To Natural And Man –Made Disasters*

Presented By:

Scott Gordon

President

281-482-9400

lighthouse@swbell.net

Lighthouse Charity Team

Texas Lighthouse Foundation

"People Helping People"

3502 FM 528 / P. O. Box 620

Friendswood, Texas 77546

281-482-9400

Fax: 281-482-3704

03/21/2018

Subject: RFP #2018-09, Meal Catering For Emergency Responders for Natural and Man Made Disasters

Experience

- Founded in 1984
- Over 1.75 million meals served in the last 33 years with no Health Department Violations
- Currently we on our Team Roster there are over 100 Volunteers that can respond at a moment's notice. These Team Staff include, but not limited to, Professional Chefs, Managers, Logistics, Mechanics, Emergency Responders and other Qualified Staff Members

Facility

- All Food and Supplies will be Co-Ordinated out of our Galveston Operations Center Only.
- Galveston County Certified Kitchen
- Storage and Food Receiving & Staging Area in Friendswood
- 35 State of the Art, Commercially Outfitted Mobile Cooking & Supply Trailers; along with Multiple Trucks, Mobile Command Centers and Fully Outfitted Mechanical Support Truck.

Key Personnel -

- Scott Gordon – President since 2017, VP since 1990.
- Gordon Morse – Retired Galveston Police Department
- Jeff Smith – Retired Galveston Fire Chief

Menu Items - Quality Protein Center of the Plate with sides. Lunch and Dinner Service Only

- Fruit
- Vegetables
- Snacks
- BBQ-Burgers-Meatloaf-Mexican Food
- Sandwiches
- Pasta
- Salad

Pricing: \$20.50 Per Meal Determined by Plate Count at Each Serving Location.

Workers' Compensation and Employer's Liability Policy

NCCI Carrier Code: 29939

Information Page

Agent copy

Item 1 Insured name and address	TEXAS LIGHTHOUSE FOUNDATION DBA: LIGHTHOUSE CHARITY TEAM 3502 E FM 528 RD FRIENDSWOOD TX 77546-5005	Policy number 0001301172																															
	Other workplaces not shown above See Schedule of Operations attached.	Federal tax ID 760627508	Entity Nonprofit corporation																														
Producer 26559	DICK DAUGIRD DBA: IN THE LIGHTHOUSE PO BOX 847 FRIENDSWOOD TX 77549-0847	Interim adjustment Annual	Branch Houston Renewal of 0001301172																														
Item 2	The policy period is from: 2/5/18 To: 2/5/19 12:01 a.m. standard time at the insured's mailing address																																
Item 3	A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are: <table border="0"> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000.00</td> <td>Each Accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$1,000,000.00</td> <td>Policy Limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$1,000,000.00</td> <td>Each Employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.			Bodily Injury by Accident	\$1,000,000.00	Each Accident	Bodily Injury by Disease	\$1,000,000.00	Policy Limit	Bodily Injury by Disease	\$1,000,000.00	Each Employee																					
Bodily Injury by Accident	\$1,000,000.00	Each Accident																															
Bodily Injury by Disease	\$1,000,000.00	Policy Limit																															
Bodily Injury by Disease	\$1,000,000.00	Each Employee																															
Item 4	The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. <table border="0"> <tr> <td></td> <td>Payroll</td> <td>Premium</td> </tr> <tr> <td>Total payroll and estimated manual premium</td> <td>\$158,890.00</td> <td>\$4,052.00</td> </tr> </table> <table border="0"> <tr> <td>Description</td> <td>Factor</td> <td>Amount</td> </tr> <tr> <td>Increased Limits Factor 1,000,000/1,000,000/1,000,000</td> <td>0.014</td> <td>57.00</td> </tr> <tr> <td>Increased Limits Balance to Minimum Premium (\$150)</td> <td></td> <td>93.00</td> </tr> <tr> <td>Premium Incentive For Small Employer Modifier</td> <td>0.850</td> <td>(630.00)</td> </tr> <tr> <td>Schedule Modifier</td> <td>0.830</td> <td>(607.00)</td> </tr> <tr> <td>Healthcare Network Option</td> <td>0.120</td> <td>(356.00)</td> </tr> <tr> <td>Expense Constant</td> <td></td> <td>150.00</td> </tr> <tr> <td>Total estimated annual premium</td> <td></td> <td>\$2,759.00</td> </tr> </table> Minimum premium \$250.00 Issue date: 2/9/18 Countersigned by  Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission ©Copyright 2018 National Council of Compensation Insurance, Inc. All rights reserved.				Payroll	Premium	Total payroll and estimated manual premium	\$158,890.00	\$4,052.00	Description	Factor	Amount	Increased Limits Factor 1,000,000/1,000,000/1,000,000	0.014	57.00	Increased Limits Balance to Minimum Premium (\$150)		93.00	Premium Incentive For Small Employer Modifier	0.850	(630.00)	Schedule Modifier	0.830	(607.00)	Healthcare Network Option	0.120	(356.00)	Expense Constant		150.00	Total estimated annual premium		\$2,759.00
	Payroll	Premium																															
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Expense Constant		150.00																															
Total estimated annual premium		\$2,759.00																															



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2017

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 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	CONTACT NAME:	FAX (A/C, No):
Myron F. Steves & Company	PHONE (A/C, No, Ext):	
P O Box 4479	E-MAIL ADDRESS:	
Houston, TX 77210	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Insurance Company	41297
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y N	CPS2896566	07/23/2017	07/23/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COM/PROP AGG \$ 1,000,000.00 OTHER \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ F.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG2026 (04/13)CG0001 (04/13)

CERTIFICATE HOLDER	CANCELLATION
The City of Friendswood 910 S Friendswood Drive Friendswood, TX 77546	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 Fred Steves

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MYRON STEVES

Page 1 of 5

Processed Date 07/19/2017

INSURED: Lighthouse Charity Team dba Texas
Lighthouse Foundation Inc

Policy Dates: 07/23/2017 - 07/23/2018

POLICY#: CPS2896566

7243

TO: Truman Taylor Insurance Agency Inc

ATTN: Leah Calloway

Fax: 281-482-9880

From: Karen Gimeson

Company: Scottsdale Insurance Company A.M. Best Rating of A+XV

Premium:	\$2,792.00
(Fully Earned) Fees:	\$235.00
Surplus Tax	\$146.81
Stamping Fee:	\$4.54
TOTAL AMOUNT:	\$3,178.35

Renewal Binder

PREMIUM ABOVE IS MINIMUM & DEPOSIT

Minimum Earned: 25.00%

Commission: 10.00%

General Liability

Coverage	Limits	Deductibles	Premium
Coverage			
General Aggregate	\$1,000,000		
Products-Completed Operations	\$1,000,000		
Each Occurrence	\$1,000,000		
Personal & Advertising Injury	\$1,000,000		
Damage to Premises Rented to You	\$100,000		
Medical Payments	\$5,000		
Additional Insured (Fully Earned)			\$100.00

Location 1 6130 Heards Ln.

Galveston, TX 77554

Description	Class	Prem Basis	Prods/Co Op	All Other
Halls - Not-For-Profit only	44277	2,500	\$0	\$315
Caterers	11039	100,000	\$0	\$423

Coverage	Limits	Deductibles	Premium
Coverage			
Assault & Battery	\$25,000 / \$50,000		Included

Location 3 6819 Broadway St.

Galveston, TX 77551

Description	Class	Prem Basis	Prods/Co Op	All Other
Warehouses - private - Other than Not-For-Profit	68706	20,000	\$0	\$954

Liquor Liability

Location 1	Item	Coverage	Limits	Deductibles	Class	Exposure	Premium
6130 Heards Ln.							
	Restaurants	Aggregate	\$1,000,000		58161	\$5,000.00	\$1,000
	Restaurants	Each Common Cause	\$1,000,000		58161	\$5,000.00	\$0

F. MENU

A list of menu items that can be prepared and provided.

G. PRICING SCHEDULE

Proposer shall include pricing here. This includes per meal charges along with any pricing the proposer feels like may be incurred.

INSURANCE REQUIREMENTS

OFFERORS SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO THE AWARD OF THE PROPOSAL.

The companies affording coverage and the producer of the Certificate of Insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

A. WORKERS' COMPENSATION INSURANCE

As required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

B. EMPLOYER'S LIABILITY INSURANCE

Protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.

C. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;

D. EXCESS LIABILITY INSURANCE

Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.



ATTACHMENT B

FEDERAL PROCUREMENT REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CONTENTS

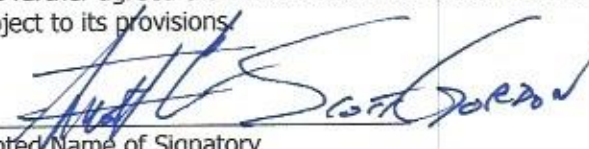
1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. 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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation

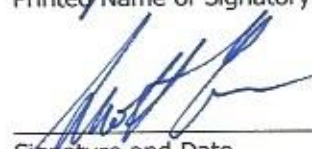


1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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.

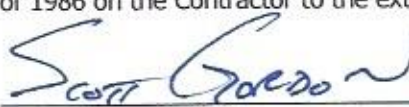

Printed Name of Signatory

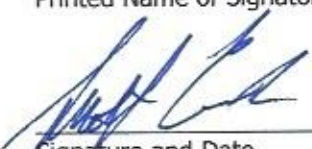
 3-21-18
Signature and Date

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.


Printed Name of Signatory

 3-21-18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Scott Gordon
Printed Name of Signatory

[Signature] 3-21-16
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

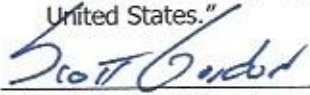


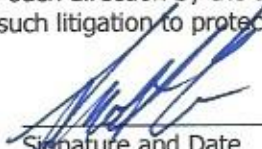
4. EQUAL EMPLOYMENT OPPORTUNITY

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."


Printed Name of Signatory

 3-21-18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

 3-21-18
Printed Name of Signatory

 3-21-18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, Lighthouse Charities Texas, 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 21 day of MARCH, 2018

By [Signature]
Signature of Bidder/Contractor/Subcontractor's Authorized Official

Scott Gordon
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

PRESIDENT
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

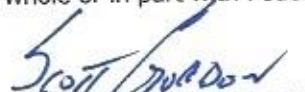


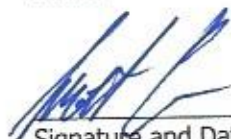
8. CLEAN AIR

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.


Printed Name of Signatory

 3-21-18
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.


Printed Name of Signatory

 3-21-18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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>.

Scott Gordon
Printed Name of Signatory

[Signature] 3-21-18
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.

Scott Gordon
Printed Name of Signatory

[Signature] 3-21-18
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



Printed Name of Signatory

 3-21-18

Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.



Printed Name of Signatory

 3-21-18

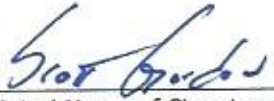
Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)



Printed Name of Signatory

 3-21-18

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



**City of Friendswood
House Bill 89 Verification**

I, Scott Gordon (Person name), the undersigned representative
of (Company or Business name) Lighthouse CHARITY TEAM
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.

3-21-18

Date

Signature of Company Representative

On this the 21 day of MARCH, 2018, personally appeared

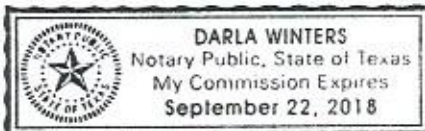
_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Signature

3/21/18

Date



THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



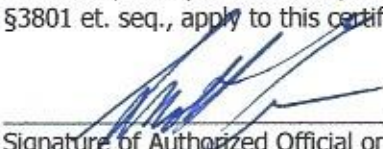
CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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


Signature of Authorized Official on behalf of Vendor

Scott Gordon Pres
Name and Title of Authorized Official on behalf of Vendor

Lighthouse Capital Team
Name of Vendor

3-21, 2018
Date of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 25, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Subject: Friendswood Lakes Blvd.

Originating Department: Public Works

City Attorney Review: N/A

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with the City of Friendswood's Final Acceptance Process for City Infrastructure, City Staff have confirmed that the required infrastructure to serve Friendswood Lakes Blvd has been executed in accordance with approved plans. The designated contractor (Jaho, Paving and Utility Contractors), and the developer (Friendswood Development), have fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Acceptance of the improvements will provide future paving and utility connections of Friendswood Lakes Blvd to FM 528.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Friendswood Lakes Blvd, and begin the required one-year maintenance period with the designated contractor (Jaho, Paving and Utility Contractors).

ATTACHMENTS

[Engineers Acceptance Letter](#)
[One-Year Maintenance Bond](#)



March 15, 2018

Mr. Patrick Donart, PE

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

Re: Friendswood Lakes Boulevard Water Distribution, Drainage and Paving
BGE Job No. 3664-00

Dear Mr. Donart:

An initial City of Friendswood inspection was held on the referenced project on February 21, 2018. No major deficiencies were noted at the final inspection. Therefore, please consider this letter as a request for the acceptance of Friendswood Lakes Boulevard.

In accordance with the City of Friendswood's requirements for acceptance, the following documentation is being submitted.

- 1 Each: Mylar Copy, Full Size Copy, 11" x 17" Copy, and CD of the as-built drawings
- 1 Copy of the Maintenance Bond for Paving
- 1 Copy of the Maintenance Bond for Utilities
- 1 Copy of the Bacteriological Test Results

We request City acceptance of Arbor Gate at West Ranch Section Five at the next scheduled City Council meeting. Should you require any additional information, please contact me at 281-558-8700.

Sincerely,

A handwritten signature in blue ink that reads "Brent Fields".

Brent Fields, PE
Project Manager, Construction Management

TBPE Registration No.F-1046

Enclosure

cc: Tommy Weaver – Friendswood Development Company
Cindy Fields – BGE

X:\Districts\WRMD\Frnwds_Lakes_Blvd_West_4378\08_Construction\05_Correspondence\02_Paving\COFW Acceptance\Request for Acceptance by City of Friendswood.doc

Serving. Leading. Solving.™

BGE, Inc. • 10777 Westheimer Road, Suite 400 • Houston, Texas 77042 • 281-558-8700 • www.bgeinc.com

WEST RANCH MANAGEMENT DISTRICTMAINTENANCE BOND**MAINTENANCE BOND**

STATE OF TEXAS

Contract Date 6-15-17COUNTY OF GALVESTONDate Bond Executed 6-15-17PRINCIPAL JAHO, INC.SURETY Colonial American Casualty and Surety CompanyOWNER CITY OF FRIENDSWOOD, TX AND WEST RANCH MANAGEMENT DISTRICT

PENAL SUM OF BOND (in words and figures) Six Hundred Seventy Five Thousand Nine Hundred Eighty Two Dollars and forty five cents (\$675,982.45) being 100 percent of the Contract Price.

CONTRACT for "Construction of Friendswood Lakes Boulevard Water Distribution System, Storm Drainage System and Street Paving for West Ranch Management District, Galveston County, Texas" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

JAHQ, Inc.
PRINCIPAL

By

Name

HOWARD CORDELL

Title

PRESIDENT

Address 2003 Wilson Road

Humble, TX 77396

ATTEST

By

Name

KELLY R. ANGELO
PROJECT COORDINATOR

Title

(SEAL)

Colonial American Casualty and Surety Company

SURETY

By

Name Eric S Feigl

Title Attorney-in-Fact

ATTEST/Witness:

By

Name

Stephanie Tucker

Title

Bond Administrator

(SEAL)

Physical Address:

1400 American Lane

Tower I, 18th Floor

Schaumburg, IL 60196

Mailing Address:

1400 American Lane

Tower I, 18th Floor

Schaumburg, IL 60196

Telephone: 847-605-6000

Local Recording Agent Personal Identification Number:

509520

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jolene Wren, certify that I am the secretary of the corporation named as Principal in the Bond; that HOWARD CORDELL, who signed the bond on behalf of Principal, was then PRESIDENT of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Philip N. BAIR, Eric S. FEIGHL and Jessica RICHMOND, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of May, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

**State of Maryland
County of Baltimore**

On this 31st day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*





Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 25, 2018

Dept. Clearances: Patrick Donart

Prepared by: Tuan Nguyen

Subject: Supervisory Control and Data Acquisition (SCADA) System Upgrade

Originating Department: Public Works

City Attorney Review: N/A

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with our final acceptance process, City staff has confirmed that the required Supervisory Control and Data Acquisition (SCADA) System Upgrade has been executed in accordance with the approved plans and specifications. The required one-year maintenance period for the contractor has been completed, a formal walk-through has been conducted, and the required punch list repairs have been completed. The designated contractor Hahn Equipment has fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the contractor's maintenance bond will transfer liability for maintenance from the contractor, to the City Public Works Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of the SCADA System Upgrade, and release the maintenance bond with the designated contractor Hahn Equipment.

ATTACHMENTS

[One-Year Maintenance Acceptance](#)
[Release of Bond](#)



City of Friendswood

Public Works Department

Engineering Division

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: SCADA System Upgrade

PROJECT NUMBER: US9000

BID NUMBER:

On 2/2/2018 the Public Works Department received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out on 2/16/2018 by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the McDonald Electric. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on 4/2/2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

Tuan Nguyen
Project Manager

Date

3/5/18

END OF DOCUMENT



City of Friendswood

Public Works/Engineering

1306 Deepwood Drive]
Friendswood, Texas 77546-4856

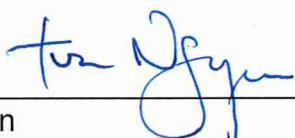
DOCUMENT 00825

Release of Bond

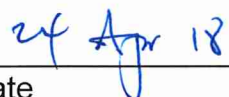
PROJECT NAME: SCADA System Upgrade
PROJECT NUMBER: US9000
BID NUMBER: _____

TO: Melinda Welsh, City Secretary
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and request the release of One-Year Maintenance Bond.



Tuan Nguyen
Project Manager



Date

END OF DOCUMENT



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: April 30, 2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Emergency Response Equipment and Services

Originating Department: FMO

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: n/a

Amount Budgeted: n/a

Appropriation Required: n/a

Source of Funds: n/a

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On March 28, 2018 the Fire Marshal's Office/Office of Emergency Management went out for Proposals RFP 2018-11 for Emergency Response Equipment and Services. The Emergency Response Equipment and Services contract provides emergency equipment (generators) and additional services to the City in the event of an unforeseen and/or declared emergency/disaster. This pre-event contract would also allow the City to have a vendor in place that is capable of providing not only generators, but also a wide variety of emergency response equipment and services.

The RFP-2018-11 for Emergency Response Services and Equipment did not receive any responses. In the meantime, our prior contract with Garner expired on April 2, 2018. We are requesting to enter into a Memorandum of Understanding with the non-profit organization BCFS Health and Human Services Emergency Management that can provide some of the equipment requested in the RFP. Additionally, a re-bid for Emergency Response Equipment and Services is scheduled for May 2018.

There is no upfront cost for this contract to be in place. (*) Funds would be appropriated only if uncovered cost are incurred by BCFS.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pre-event MOU's for emergency response equipment and services will assist in providing the needed equipment and services after a declared emergency or disaster.

RECOMMENDATIONS

Recommendation is for Council's approval to enter into a Memorandum of Understanding with BCFS Health and Human Services Emergency Management.

ATTACHMENTS

[BCFS Health and Human Services-MOU](#)

[Bid Response Form](#)

[RFP 2018-11](#)



MEMORANDUM OF UNDERSTANDING

This Agreement is by and between:

- **BCFS Health and Human Services**, a Texas non-profit corporation (hereinafter referred to as "BCFS HHS"), 1506 Bexar Crossing, San Antonio, Texas 78232, which includes the BCFS HHS Emergency Management Division (EMD), and the
- **The City of Friendswood**, (also referred to as the "City"), 910 South Friendswood Drive, Friendswood, TX 77546

WHEREAS, the City of Friendswood could benefit with the temporary provision and use of BCFS HHS resources, including but not limited to those items listed in Attachment A, that could supplement City resources and certain functions during isolated incidents of need; and

WHEREAS, BCFS HHS owns emergency management and disaster response resources Mobile Command Platforms and other related and supportive assets that could assist as temporary resource(s) to establish and conduct emergency, recovery, and/or steady state-type functions; and

WHEREAS, the parties hereto wish to express their agreement in which BCFS HHS would make resources available, in accordance with conditions and stipulations specified herein; and

WHEREAS the CITY employees public safety personnel that could deploy with the BCFS HHS Emergency Management Division to support other jurisdictions during emergency incidents; and

WHEREAS, public safety personnel that deploy with the BCFS HHS Emergency Management Division gain invaluable emergency response experience with no direct cost to the CITY,

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, BCFS HHS and the City express their agreement and define the duties, scope, responsibilities, conditions, and stipulations of the parties as follows:

1. This Agreement is effective from the date of signing until midnight, July 1, 2019. The term may be extended, abbreviated, or otherwise modified by mutual, written agreement of the parties.

2. The CITY agrees to utilize the BCFS HHS Emergency Response toll free number (800.337.0373) in order to request activation of available BCFS HHS resources.

3. The CITY agrees that any BCFS HHS resource that is inoperable or unavailable at the time of request(s) will not obligate BCFS HHS to provide an alternative for or backup to the

Initials _____
Date _____

Initials _____
Date _____



requested resource.

4. The CITY agrees that BCFS HHS will not be held responsible or liable for any mechanical, programming, or failure of any equipment, supplies, and/or functions of/on any requested BCFS HHS resource(s).

5. Relative to each requested resource, BCFS HHS personnel will support, operate and/or oversee the requested resource to the extent deemed appropriate by BCFS HHS. Alternatively, the CITY agrees that BCFS HHS will not be held responsible or liable for procedures, processes, functions, etc., conducted in/on any requested BCFS HHS resource by the CITY and/or officially designated supportive entities, organizations, and/or personnel.

6. Regarding resources left to the responsibility and operation of CITY or CITY-approved personnel, the CITY agrees to perform all reasonable and necessary maintenance on requested resources during and after its use, as deemed appropriate and/or necessary by BCFS HHS. During use, particularly for extended periods of time, the CITY agrees to monitor and maintain vehicle fuel and fluid levels at appropriate levels and in a timely manner. Mechanical issues or concerns will be reported to the designated BCFS HHS representative without fail or delay.

7. The CITY agrees that it is responsible for all damages to requested resource(s) that may occur during use by the CITY. The CITY agrees to provide the funding for any and all repairs or replacements made necessary as the result of its use of the requested resource(s).

8. The CITY agrees that BCFS HHS may request public safety personnel from the CITY to support official requests for emergency assistance from other jurisdictions. The CITY shall have the sole authority to determine availability and to select CITY personnel for deployment with BCFS HHS. CITY public safety personnel will be compensated for their time consistent with the compensation policy of BCFS HHS at the time of deployment. BCFS HHS will provide worker's compensation insurance for all CITY public safety personnel while working and on duty.

9. This Agreement shall remain in full force and effect during the term set forth above unless any of the following occur:

- a. BCFS HHS terminates this Agreement with or without cause, upon 30 days' notice to the CITY;
- b. The City terminates this Agreement with or without cause, upon 20 days' notice to BCFS HHS;
- c. The parties agree to terminate this Agreement.

Initials _____
Date _____

Initials _____
Date _____



10. This Agreement may not be assigned, in whole or in part, by either of the parties to another without the prior written consent of the other Party. The parties may subcontract with other parties to provide personnel, services, equipment and goods as needed during an operation, but such subcontracting shall not excuse either party from meeting its obligations under this Agreement.

11. This Agreement constitutes the entire understanding and agreement of, and between, the parties with respect to the subject matter hereof, and supersedes all prior representatives and agreement, verbal or written. While the parties may add to or modify this Agreement by subsequent signed writings, this Agreement shall not be varied except by an instrument in writing, duly executed by an authorized representative of each party.

12. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance of this Agreement remains enforceable to the extent allowed by law.

13. Any notice, consent, demand, or request required or permitted by and directly related to the establishment, continuance, renewing and/or cancellation of this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid, certified, addressed as follows:

The CITY:

Name: _____
Address: _____
City, ST Zip: _____
Phone #: () _____
Attn: Accounts Manager
Email address: _____

BCFS HHS:

BCFS HHS
c/o Emergency Management Division
1506 Bexar Crossing
San Antonio, Texas 78232
210-832-5000
ktatro@BCFS.net

14. The validity, construction, scope, and performance of this Agreement shall be governed by the applicable laws of the State of Texas. Further, each party consents to the exclusive jurisdiction and venue of the courts located in Bexar County, Texas, with respect to all matters arising out of, or related to, this Agreement.

15. The signatories hereto warrant and represent that they have authority to bind their principals and that the parties hereto are the correct parties to the Agreement as to the promises exchanged herein.

The parties hereto have executed this Agreement on _____, 2018.

Initials _____
Date _____

Initials _____
Date _____



The CITY

By: _____

Date

BCFS Health And Human Services

By: _____
Kevin C. Dinnin, Chairman

Date

Initials _____
Date _____

Initials _____
Date _____



Attachment A: Sample BCFS HHS Resource List

Type-1 and 3 Mobile Command Platforms
Semi-Trailer Trucks
Trucks (650, 450, 1 ton, 3/4 ton)
Box Trucks w/ lift
Passenger Vans
Cargo Vans
12' - 36' trailers (supply)
48' - 53' Trailers with Lift
Trailered Shelter Support Units
60 KW - 300 KW Generators
Shower/Washer-Dryer Trailer (8 heads, 2 washers & dryers)
Shower Trailers
Toilet Trailers
Laundry Trailers
Light Towers
Communication Mast Trailers 60' - 100'
Spartan Fire Truck; 1500 GPM pump
BLS Ambulance
Mobile Medical Unit
Medical Tent Trailer
Coach Buses
24' Tilt/Flat Bed Trailer
Forklift Trailer
48' Flat Bed Trailer
53' Low Boy Trailer
Forklifts 8000 lbs. - 11000 lbs.
Polaris (Diesel) Rangers
12' - 26' Trailers with ramp
Mass Care / Shelter Supplies
Communications Equipment
VHF Radios, Cellular Phones, Laptops, Printers, Monitors



BID OPENING FORM
RFP 2018-11 Emergency Response Equipment and Services
City of Friendswood, Texas
TUESDAY, APRIL 24TH, 2018 @ 2:00 P.M.

RESPONDENTS

No Bids
received

W. Spears
[Signature]

CITY OF FRIENDSWOOD

OFFICE OF EMERGENCY MANAGEMENT FIRE MARSHAL'S OFFICE



REQUEST FOR PROPOSALS EMERGENCY RESPONSE EQUIPMENT AND SERVICES

RFP: #2018-11

SUBMISSION DEADLINE DATE	
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335





REQUEST FOR PROPOSALS

EMERGENCY RESPONSE EQUIPMENT AND SERVICES RFP# 2018- 11

The City of Friendswood is now accepting sealed proposals for Emergency Response Equipment and Services.

DEADLINE

Sealed qualification submittals must be received by **2:00 p.m., CST, Tuesday, April 24, 2018**. Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-11– EMERGENCY RESPONSE EQUIPMENT AND SERVICES

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to Jeff Spears, Purchasing Coordinator, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

DEADLINE FOR SUBMISSION OF QUESTIONS IS THURSDAY, APRIL 12, 2018 BY 5:00 P.M.

RELEASE DATE MARCH 28, 2018



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CITY OF FRIENDSWOOD

RFP 2018-11 EMERGENCY RESPONSE EQUIPMENT AND SERVICES SPECIFICATIONS (MINIMUM)

INTENT

The City of Friendswood seeks proposals from qualified vendors for emergency response equipment and services. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The person to contact for additional information is **JEFF SPEARS, PURCHASING COORDINATOR** at **(281)-996-3274**.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the city.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department. In addition, the Contractor shall maintain all records in relation to this contract for a period of at least ten (10) years from the date of the final certification of completion of the city's last project associated with the disaster.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. The companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

COMPLIANCE WITH TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE, CHAPTER 2252

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the city within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:
www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 45-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2018-11, EMERGENCY RESPONSE EQUIPMENT AND SERVICES.**

The RFP shall be addressed to the City of Friendswood, Attention: Melinda Welsh, City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Tuesday, April 24, 2018**, at which time the RFPs will be publicly opened.

SUBMIT TO

City of Friendswood
ATTN: Melinda Welsh, City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546
Monday – Thursday: 8:00 am to 5:30 pm
Friday: 8:00 am to 5:00 pm





CITY OF FRIENDSWOOD

REQUEST FOR PROPOSALS #2018-11 EMERGENCY RESPONSE EQUIPMENT AND SERVICES

A. INTRODUCTION

The City of Friendswood is soliciting proposals from qualified contractors for Emergency Response Equipment and Services as used in this document is defined as “scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property” and can be found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, page iii. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP. The city may choose to award to more than one firm if it is in the best interest of the city.

1. CLARIFICATION AND INTERPRETATION OF RFP

- a. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
- b. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

2. PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

To solicit proposals through a competitive process from qualified vendors for emergency/disaster equipment and services. The purpose of these specifications is to describe the minimum requirements for the City of Friendswood for emergency equipment and services. The purpose of this bid is to obtain a pre-positioned contract, at no up-front cost, which will provide emergency services and equipment to the city which includes, but is not limited to, generators, fuel truck, light towers, Base Camp, personnel to staff a Type III POD, etc.

B. BACKGROUND INFORMATION

1. The City serves an area of approximately 21 square miles with a population of 40,000.
2. The City is organized into ten (10) departments and provides a full range of municipal services to its citizens including fire and police protection, emergency medical services, animal control and municipal court facilities, water and sanitary sewer utilities, the construction of streets, drainage and other infrastructure, recreational activities, swimming pools and athletic fields, public library and other facilities used for various cultural and civic activities.
3. During a state of emergency, the Mayor works with the City Manager, Assistant City Manager, Emergency Management Coordinator, and all the City department directors to coordinate the City’s emergency response.

C. SCOPE OF WORK

1. The intent of this proposal is to acquire a vendor or multiple vendors that are capable of providing various types of equipment and services which may be needed as a result of an unforeseen and/or declared emergency/disaster.
2. The Proposer should be capable of providing additional resources beyond the City of Friendswood's resources and mutual-aid contracts, which may not be capable of meeting all needs that may arise during an emergency/disaster situation.
3. The Proposer is requested to provide pricing for the equipment they are capable of providing as listed in Attachment 2, along with pricing of additional equipment, services, and personnel available through their company.
4. The City will use the equipment and services in a declared state of emergency or unforeseen event such as hurricanes, floods, tornadoes, manmade and/or natural disasters.
5. Items listed in Attachment 2 will be reviewed and updated on an annual basis.
6. A mandatory return phone call or response is required from the Proposer day or night within four (4) hours of a representative from the City leaving a message for assistance.
7. Additional requirements are for the Proposer are to make all equipment and services available within 72 hours after the initial call.

D. PROPOSAL REQUIREMENTS

1. The City is soliciting Proposer who have the capacity, ability, and experience to respond rapidly with the delivery of the equipment/services required under and during a declared emergency. The Proposer must provide a description of the methodology to be used in meeting the scope of work including how those objectives have been met by including a description of past performance.
2. The City requires the Proposer to have access to numerous and various types of emergency equipment. The Proposer must provide a fixed price for rental rates on all the equipment, personnel, and other services, as detailed in Attachment 2, and other services which they are capable of providing. Proposers are invited to add any additional equipment, personnel, and/or services not listed including the rates for these items separately.
3. The Proposer must provide a list of all contacts with a name, address and phone number.
4. The Proposer must be knowledgeable of Federal accounting and invoicing requirements of the (Federal Emergency Management Agency-FEMA) for the reimbursement process that is required by the City to seek reimbursement for expenses.
5. The Proposer shall submit satisfactory evidence that it has previous experience and possesses an adequate inventory, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work as specified. Include references of present and past clients.
6. The Proposer shall state the number of years of experience providing emergency equipment and services, and must be capable of demonstrating that some of this experience was utilized during periods of emergency type conditions.
7. The Proposer must be able to document their current and past-established agreements with other organizations, which will establish the Proposer's ability to obtain the equipment and services required by this contract.

8. The Proposer shall have the financial resources to effectively perform the service required under a contract of the same scope and magnitude as proposed under this solicitation. The Proposer shall include a copy of the most recent financial statement for the last fiscal period along with their proposal.
9. The Proposer shall have adequate personnel dedicated to contract administration and supervision, addressing day-to-day contract administration concerns and questions. Include staffing numbers, titles, education and experience.

E. PROPOSAL

1. THE PROPOSAL SHALL INCLUDE THE FOLLOWING

- a. Statement of Qualifications (SOQ) of the submitting Proposers and sub-Proposers shall include three (3) references for similar recent projects including current contact name and phone numbers.
- b. Attach copies of previous invoices which show the ability to track equipment and expenses and how those processes meet FEMA requirements.
- c. The Proposer shall supply a minimum of three (3) originals of the proposal package. The proposal package must include Attachment I.
- d. By submitting a proposal, the Proposer consents to the City undertaking such investigation as it deems in its best interest to investigate the Proposer's qualifications.
- e. The submitting Proposer assumes all responsibility for any costs it incurs in preparing a response to this Request for Proposal.

2. INSTRUCTIONS

- a. Submit two (2) originals in a single envelope to:

Melinda Welsh, City Secretary
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546-4856
RFP #2018-11

- b. Telephone, electronic or facsimile proposals shall not be considered.
- c. Proposals received after the time and date specified in Part I, Administrative Information, shall not be considered.

F. SELECTION CRITERIA AND AWARD OF PROPOSAL

1. The Proposers shall be ranked on the following criteria:

- | | |
|------------------------|-----|
| a. Qualifications | 30% |
| b. Experience | 20% |
| c. Staffing | 10% |
| d. Available Resources | 20% |
| e. Pricing | 20% |

2. The city reserves the right to make a single award or multiple awards, whichever are in the best interest of the city.

3. Proposers that cannot support or supply all items as detailed in the Push Packages (Attachment D) are encouraged to submit a proposal detailing those items that they can provide or supply.
4. Proposers shall be required to provide proof of insurance coverage throughout the period of the contract in sufficient amounts as to protect the Proposer from all claims and liabilities for damages of bodily injury, including accidental death, and for property damage, which may arise from operations under this Proposal whether such operation by the Proposer or anyone directly or indirectly employed by the Proposer. The following types and amounts of insurance shall be required:
 - 1) Comprehensive General Liability
Coverage for Bodily Injury and Property Damages -- \$1,000,000.
 - 2) Automobile, Truck and Equipment Liability
Coverage shall meet City requirements.
 - 3) Worker's Comprehensive Insurance
Coverage for all people employed by the Proposer to perform work on this project.
Coverage shall meet City requirements.

G. TERM OF CONTRACT

1. A contract will be awarded for a five (5) year period, with the provision that the contract may be renewed for an additional length of time to be determined between the City and the Contractor.



ATTACHMENT A

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS

The city reserves the right to make a single award or multiple awards, whichever are in the best interest of the city. In compliance with 20 CFR 200.321(b)(3), the city will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 20 CFR 200.321(b)(4), the city will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION

The city is not liable to respondent for any federal, state, or local taxes for which the city is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the respondent.

DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the city's understanding of submissions.

EVALUATION PROCESS

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Code 252.043 (h)**. *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of Friendswood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

COSTS TO SUBMIT

The City of Friendswood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- A. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- B. **EMPLOYERS LIABILITY INSURANCE** protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- D. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- E. **PERFORMANCE BOND AND PAYMENT BOND, IF REQUIRED**, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Friendswood Purchasing Office. Any changes to specifications will be made in writing and posted on the city's website at: <http://www.ci.friendswood.tx.us/Legal-Notices>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS

Proposals received by the city after the submission deadline will be considered void and unacceptable. City of Friendswood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of Friendswood, City Hall, shall be the official time of receipt.

ALTERING PROPOSALS

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The city has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the city for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

CONFLICTING PROVISIONS

The contract consists only of the city prepared contract and any additional city or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city prepared contract and a document incorporated by reference, the city prepared contract controls. If a conflict or inconsistency exists between an additional contract or document incorporated by reference, the city's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS

The city's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

INDEMNIFICATION

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the city and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the city after the contract has been awarded, the city will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Friendswood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in

which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers.

By doing business or seeking to do business with the City of Friendswood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER

City of Friendswood may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Friendswood will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY

Any delivery and freight charges (FOB City of Friendswood designated location) are to be included in the proposal price.

INVOICES

Invoices submitted for payment shall be addressed to: City of Friendswood, Accounts Payable, PO Box 1288, Friendswood, TX 77546-1288 and shall reference the City of Friendswood approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY

Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS

The successful respondent agrees to protect City of Friendswood from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT

The City of Friendswood reserves the right to terminate the contract immediately in the event the successful respondent:

- A.** Fails to complete project in a timely manner agreed upon by both parties;
- B.** Otherwise fails to perform in accordance with this contract;
- C.** Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Friendswood may have in law or equity. Respondent, in submitting this proposal, agrees that City of Friendswood shall not be liable to prosecution for damages in the event that the city declares the respondent in default.

TERMINATION FOR CONVENIENCE

The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE

Any notice provided by this RFP or required by law to be given to the successful respondent by City of Friendswood shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Friendswood, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT

The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Friendswood.

INTERLOCAL AGREEMENT

Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Friendswood.

CONTINGENCIES

Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.





CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. receives compensation from the business entity for the person's participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.





ATTACHMENT B

TEXAS GOVERNMENT CODE REQUIREMENTS

TEXAS GOVERNMENT CODE, CHAPTER 2252

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

TEXAS GOVERNMENT CODE, CHAPTER 2270

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.





ATTACHMENT C

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation





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.

Printed Name of Signatory

Signature and Date

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 representative(s) access to construction or other work sites pertaining to the work being completed under the contract."

Printed Name of Signatory

Signature and Date

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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."

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, _____, 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 _____ day of _____, 20__

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

Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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.

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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> .

Printed Name of Signatory

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.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Printed Name of Signatory

Signature and Date

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

2CFR §200.321

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



14. ENERGY EFFICIENCY AND CONSERVATION

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

Printed Name of Signatory

Signature and Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



15. HOUSE BILL 89

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>



City of Friendswood House Bill 89 Verification

I, _____ (Person name), the undersigned representative

of (Company or Business name) _____
(hereafter 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:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

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.*

Date

Signature of Company Representative

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of City's request. Vendor hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code (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.

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____ Date
of Execution

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE



ATTACHMENT D PUSH PACKAGES

PACKAGE I

QTY.	DESCRIPTION	UNIT	RATE	NOTES
GENERATORS				
1	50 KW	Week		230 VAC 1 Phase
1	60 KW	Week		480 VAC 3 Phase
1	100 KW	Week		480 VAC 3 Phase
1	150 KW	Week		480 VAC 3 Phase
1	150 KW	Week		208/120 VAC 3 Phase
1	150 KW	Week		480 VAC 3 Phase
1	200 KW	Week		480 VAC 3 Phase
1	300 KW	Week		480 VAC 3 Phase
1	300 KW	Week		480 VAC 3 Phase
1	1550 KW	Week		480 VAC 3 Phase
TEMPORARY NEEDS				
1	50 KW	Week		230 VAC 1 Phase
2	50 KW	Week		480 VAC 3 Phase
1	100 KW	Week		230 VAC 3 Phase
5	100 KW	Week		480 VAC 3 Phase
MISCELLANEOUS ITEMS				
	Generator Cables (hook-ups)	Week		
	Electrician	Hour		
1	Trailer Mounted Self-Starting			4"
1	Diesel Driven Pumps for Lift			6"
1	Stations			8"
	Fuel Truck with Operator (6,000 Gallons)	Week		
	Diesel	Gallon		
	Gasoline	Gallon		
6	4,000 Watt Light Towers	Week		
100	Portable Stop Signs (FREE-STANDING)	Purchase		
100	Portable Barricades	Purchase		
6	Portable Electronic Programmable Reader Boards	Week		
1	8,000 lb. fork lift with operator	Week		



PACKAGE 2 (TO INCLUDE PACKAGE 1)

QTY.	DESCRIPTION	UNIT	RATE	NOTES
1	150 Man Base Camp *	Man/Day		
1	250 Man Base Camp *	Man/Day		
* Base camps quotes should include the following as a minimum: • Environmentally controlled floored tents/building for sleeping quarters, kitchen & dining facilities, offices • Mobile shower, toilet, laundry facilities • Power generation/lighting • Tables and chairs				
1	Satellite Base Unit-VSAT		Week	
6	Hand Held Satellite Phones		Week	
2	100 Ton Air-cooled Chiller Units		Week	

PACKAGE 3**TYPE III-POD SITE REQUIREMENTS**

- Capable of handling 5,000 people/day

MINIMUM STAFFING REQUIREMENTS

QTY.	DESCRIPTION	UNIT	RATE	NOTES
1	Team Leader	Hour		
1	Forklift Operator	Hour		
9	Labor	Hour		

MINIMUM EQUIPMENT REQUIREMENTS

QTY.	DESCRIPTION	UNIT	RATE	NOTES
1	Forklifts	Week		
1	Pallet Jacks	Week		
2	Toilets	Week		
1	Tents	Week		
1	Dumpsters	Week		



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: **May 7, 2018**

Date Submitted: **May 1, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Stevenson Park Art Donation**

Originating Department: **P&R**

City Attorney Review: Yes

Proceeding: **Consent**

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On February 7, 2018 a group of Friendswood art enthusiasts approached City Staff to make an offer to gift the City of Friendswood a Cor-Ten 1/8th inch Steel sculpture. The sculpture is titled 4 People, it was designed to depict Family, Community and Togetherness (see attached). Following a brief visit, Staff suggested to Lynn Shigekawa, resident and former Fisd employee and her colleagues to make a presentation to KFB at their upcoming meeting in order to develop consensus prior to presenting their plan/wishes to City Council. The sculpture is 7' H x 15' W x 8" D, the value of the sculpture (including installation) is approximately \$11K.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this donation is accepted it would be placed in Stevenson Park (see attached) on the corner of Shadwell and Friendswood Drive for all to see. The sculpture would be an added beautification element to the park.

RECOMMENDATIONS

Staff recommends that Council approve and accept the sculpture donation and authorize staff to place the art piece in Stevenson Park.

ATTACHMENTS

[Sculpture Photo 1](#)

[Sculpture Photo 2](#)

[Sculpture Site Location](#)

Contact the City Manager's Office when agenda packet information is ready to be reviewed.



Johnson
Development Corp.

Since 1975, Johnson Development has created environments that celebrate life. This art is dedicated in honor of the community who have called our vision for vibrant, lifestyle and community good.







FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: May 7, 2018

Date Submitted: May 2, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Arbor Gate Section 6 – Final acceptance of Paving and Utilities improvements

Proceeding: Consent Agenda

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with the City of Friendswood's Final Acceptance Process for City Infrastructure, City Staff has confirmed that the required infrastructure to serve Arbor Gate Section 6 has been executed in accordance with approved plans. The designated contractors (D. Grimm Inc. & Legion Contracting Services Inc.), and the developer (Friendswood Development), have fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Acceptance of the improvements will provide immediate access for construction of new housing in Arbor Gate Section 6 at West Ranch.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Arbor Gate Section 6, and begin the required one-year maintenance period with the designated contractors (D. Grimm Inc. & Legion Contracting Services Inc.).

ATTACHMENTS

[Engineer Letter](#)

[One-Year Maintenance Bond with Legion Contracting Services Inc for Paving](#)

[One-Year Maintenance Bond with D Grimm Inc for Utilities](#)



May 2, 2018

Mr. Patrick Donart, PE

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

Re: Arbor Gate at West Ranch Section Six
BGE Job No. 3664-00

Dear Mr. Donart:

An initial City of Friendswood inspection was held on the referenced project on March 21, 2018. No major deficiencies were noted at the final inspection. Therefore, please consider this letter as a request for the acceptance of Arbor Gate at West Ranch Section Six.

In accordance with the City of Friendswood's requirements for acceptance, the following documentation is being submitted.

- 1 Each: Mylar Copy, Full Size Copy, 11" x 17" Copy, and CD of the as-built drawings
- 1 Copy of the Maintenance Bond for Paving
- 1 Copy of the Maintenance Bond for Utilities
- 1 Copy of the Bacteriological Test Results

We request City acceptance of Arbor Gate at West Ranch Section Six at the next scheduled City Council meeting. Should you require any additional information, please contact me at 281-558-8700.

Sincerely,

A handwritten signature in black ink that reads "Brent Fields".

Brent Fields, PE
Project Manager, Construction Management

TBPE Registration No.F-1046

Enclosure

cc: Tommy Weaver – Friendswood Development Company
Cindy Fields – BGE

X:\Districts\WRMD\Arbor_Gate_06_3664\08_Construction\05_Correspondence\02_Paving\Acceptance PKG\Request for Acceptance by City of Friendswood.doc

Serving. Leading. Solving.™

BGE, Inc. • 10777 Westheimer Road, Suite 400 • Houston, Texas 77042 • 281-558-8700 • www.bgeinc.com

Bond No. 70150747

WEST RANCH MANAGEMENT DISTRICT

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

Contract Date

9-18-17

COUNTY OF GALVESTON

Date Bond Executed

9-18-17

PRINCIPAL LEGION CONTRACTING SERVICES, INC.

SURETY The Guarantee Company of North America USA

OWNER CITY OF FRIENDSWOOD, TX AND WEST RANCH MANAGEMENT DISTRICT

PENAL SUM OF BOND (in words and figures) Three Hundred Seventy Thousand One Hundred Forty Seven Dollars and zero cents (\$370,147.00), being 100 percent of the Contract Price.

CONTRACT for "Construction of Arbor Gate at West Ranch, Section Six Reinforced Concrete Paving for West Ranch Management District, Galveston County, Texas" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Legion Contracting Services, Inc.
PRINCIPAL

By

Name

Title

Address 16545 Village Drive, #C2

Jersey Village, Texas 77040

ATTEST

By

Name

Title

(SEAL)

The Guarantee Company of North America USA
SURETY

By

Name

Title

(SEAL)

ATTEST

By

Name

Title

Physical Address:

350 Glenborough DriveSuite 138Houston, Texas 77067

Mailing Address:

350 Glenborough DriveSuite 138Houston, Texas 77067Telephone: (832) 446 - 3350

Local Recording Agent Personal Identification Number:

1903053

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kim Cruz, certify that I am the secretary of the corporation named as Principal in the Bond; that Steven C. Weiler Sr., who signed the bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Kim Cruz (Corporate Seal)



**THE
GUARANTEE™**

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian McKenzie, Erica A. Cox, Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18 day of Sept. 2017

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 8-3-17COUNTY OF GALVESTONDate Bond Executed 8-3-17PRINCIPAL D. GRIMM, INC.SURETY The Hanover Insurance CompanyOWNER CITY OF FRIENDSWOOD, TX AND WEST RANCH MANAGEMENT DISTRICT

PENAL SUM OF BOND (in words and figures) Four Hundred Thousand Dollars and zero cents (\$400,000.00), being 100 percent of the Contract Price.

CONTRACT for "Construction of Arbor Gate at West Ranch, Section Six Water, Sanitary Sewer, and Storm Sewer Facilities for West Ranch Management District, Galveston County, Texas" (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

D. Grimm, Inc.

PRINCIPAL

By

Name Paul Preston

Title C.O.O

Address 1110 N. Loop 336 West, Suite 410

Conroe, Texas 77301

ATTEST

By

Name Randall Phillip

Title Project Manager

(SEAL)

The Hanover Insurance Company

SURETY

By

Name Michele Bonnin

Title Attorney-In-Fact

ATTEST

By

Name Jillian McKenzie

Title Account Manager

(SEAL)

Physical Address:

10375 Richmond Avenue

Suite 1050

Houston, Texas 77042

Mailing Address:

10375 Richmond Avenue

Suite 1050

Houston, Texas 77042

Telephone: (800) 799-1302

Local Recording Agent Personal Identification Number:
1220468

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Dawn Mallard, certify that I am the secretary of the corporation named as Principal in the Bond; that Paul Preston, who signed the bond on behalf of Principal, was then C.O.O of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Dawn Mallard

(Corporate Seal)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Shelly Bolender, Philip Baker, Edward Arens, Erica Anne Cox, Jillian McKenzie, Michele Bonnin and/or Rebecca Garza

Of Technical Assurance LLC of The Woodlands, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

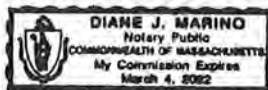
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of May, 2016.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 4th day of May 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3 day of August 2017

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pan  a primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.



Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl.E.Johnson@co.galveston.tx.us

April 10, 2018

See distribution list:

The entities of the Galveston County Tax Assessor/Collector's Office

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of March, 2018 is true and correct.

Under my hand and seal this 10th day of April, 2018.

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson
Tax Assessor/Collector

cc: Perdue, Brandon, Fielder, Collins, & Mott
Linebarger, Goggan, Blair, & Simpson
Randall Rice, County Auditor
Affiliated taxing entities (individual entity report, see distribution list)

04/05/2018 09:14:02 2963256
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2018 THRU 03/31/2018
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 32
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.432349	199,183.89	.00	11,339.41	.00	210,523.30	188.29	38.66	.00	210,750.25
	I & S	.095000	43,766.63	.00	2,491.59	.00	46,258.22	.00	.00	.00	46,258.22
	TOTAL	.527349	242,950.52	.00	13,831.00	.00	256,781.52	188.29	38.66	.00	257,008.47
2016	M & O	.462000	977.15	.00	492.36	.00	1,469.51	544.56	.00	.00	2,014.07
	I & S	.084000	177.66	.00	89.50	.00	267.16	.00	.00	.00	267.16
	TOTAL	.546000	1,154.81	.00	581.86	.00	1,736.67	544.56	.00	.00	2,281.23
2015	M & O	.497200	850.51	.00	146.62	.00	997.13	123.17	.00	.00	1,120.30
	I & S	.071500	122.30	.00	21.09	.00	143.39	.00	.00	.00	143.39
	TOTAL	.568700	972.81	.00	167.71	.00	1,140.52	123.17	.00	.00	1,263.69
2014	M & O	.530300	476.46	.00	144.66	.00	621.12	80.61	.00	.00	701.73
	I & S	.061100	54.90	.00	16.66	.00	71.56	.00	.00	.00	71.56
	TOTAL	.591400	531.36	.00	161.32	.00	692.68	80.61	.00	.00	773.29
2013	M & O	.530300	291.66	.00	12.08	.00	303.74	.00	.00	.00	303.74
	I & S	.061100	33.61	.00	1.39	.00	35.00	.00	.00	.00	35.00
	TOTAL	.591400	325.27	.00	13.47	.00	338.74	.00	.00	.00	338.74
2009	M & O	.499700	.76	.00	.52	.00	1.28	.30	.00	.00	1.58
	I & S	.080000	.12	.00	.08	.00	.20	.00	.00	.00	.20
	TOTAL	.579700	.88	.00	.60	.00	1.48	.30	.00	.00	1.78
2007	M & O	.501600	18.62	.00	24.94	.00	43.56	10.02	.00	.00	53.58
	I & S	.074800	2.78	.00	3.72	.00	6.50	.00	.00	.00	6.50
	TOTAL	.576400	21.40	.00	28.66	.00	50.06	10.02	.00	.00	60.08
ALL	M & O		201,799.05	.00	12,160.59	.00	213,959.64	946.95	38.66	.00	214,945.25
ALL	I & S		44,158.00	.00	2,624.03	.00	46,782.03	.00	.00	.00	46,782.03
ALL	TOTAL		245,957.05	.00	14,784.62	.00	260,741.67	946.95	38.66	.00	261,727.28
DLQ	M & O		2,615.16	.00	821.18	.00	3,436.34	758.66	.00	.00	4,195.00
DLQ	I & S		391.37	.00	132.44	.00	523.81	.00	.00	.00	523.81
DLQ	TOTAL		3,006.53	.00	953.62	.00	3,960.15	758.66	.00	.00	4,718.81
CURR	M & O		199,183.89	.00	11,339.41	.00	210,523.30	188.29	38.66	.00	210,750.25
CURR	I & S		43,766.63	.00	2,491.59	.00	46,258.22	.00	.00	.00	46,258.22
CURR	TOTAL		242,950.52	.00	13,831.00	.00	256,781.52	188.29	38.66	.00	257,008.47

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2017 TO 03/31/2018

INCLUDES AG ROLLBACK

FISCAL START: 08/01/2017 END: 07/31/2018 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
3,264,000.598	147,549.612	3,411,550.210	00.527349	17,586,695.21	15,357

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	16,816,368.54	770,326.67	770,326.67	16,832,954.21	16,832,954.21	753,741.00	95.71	0.00
2016	167,621.71	24,526.57-	24,526.57-	71,854.05	71,854.05	71,241.09	50.21	0.00
2015	43,241.57	7,627.46	7,627.46	24,390.03	24,390.03	26,479.00	47.95	0.00
2014	35,109.90	7,301.41	7,301.41	17,915.43	17,915.43	24,495.88	42.24	0.00
2013	26,342.64	7,825.77	7,825.77	15,970.56	15,970.56	18,197.85	46.74	0.00
2012	21,447.65	7,898.76	7,898.76	14,613.46	14,613.46	14,732.95	49.80	0.00
2011	15,195.88	.00	0.00	1,442.96	1,442.96	13,752.92	9.50	0.00
2010	12,873.11	.00	0.00	272.33	272.33	12,600.78	2.12	0.00
2009	14,414.19	.00	0.00	137.03	137.03	14,277.16	.95	0.00
2008	10,931.67	.00	0.00	53.77	53.77	10,877.90	.49	0.00
2007	7,336.43	.00	0.00	78.24	78.24	7,258.19	1.07	0.00
2006	4,103.27	.00	0.00	43.12	43.12	4,060.15	1.05	0.00
2005	2,532.46	.00	0.00	5.13	5.13	2,527.33	.20	0.00
2004	655.92	.00	0.00	5.43	5.43	650.49	.83	0.00
2003	652.55	.00	0.00	5.43	5.43	647.12	.83	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	.00	0.00
1999	481.49	.00	0.00	0.00	0.00	481.49	.00	0.00
1998	551.21	.00	0.00	0.00	0.00	551.21	.00	0.00
1997	838.82	.00	0.00	91.20	91.20	747.62	10.87	0.00
1996	0.00	.00	0.00	0.00	0.00	0.00	.00	0.00
****	17,183,562.21	776,453.50	776,453.50	16,979,832.38	16,979,832.38	980,183.33		0.00

04/05/2018 09:12:34
TC298-M SELECTION: DEPOSIT

2963256

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 03/01/2018 THRU 03/31/2018
JURISDICTION: 337 FRIENDWD CITY

PAGE: 103
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2016 RF180321	1012800000018	201612	302.72-	0.00	0.00	0.00 HK18	302.72	0.00
2016 RF180321	1012800000018	201612	0.00	0.00	0.00	0.00 HK18	302.72-	302.72-
2016 RF180321	1043990010113	201612	0.00	0.00	0.00	0.00 HK18	136.50-	136.50-
2016 RF180321	1043990010113	201612	136.50-	0.00	0.00	0.00 HK18	136.50-	0.00
2016 RF180321	1050140000011	201612	0.00	0.00	0.00	0.00 HK18	136.50-	136.50-
2016 RF180321	1050140000011	201612	136.50-	0.00	0.00	0.00 HK18	136.50	0.00
2016 RF180321	1097960000004	201612	0.00	0.00	0.00	0.00 HK18	162.48-	162.48-
2016 RF180321	1097960000004	201612	162.48-	0.00	0.00	0.00 HK18	162.48	0.00
2016 RF180328	202335	201612	528.75-	0.00	0.00	0.00 16S1	528.75	0.00
2016 RF180328	202335	201612	0.00	0.00	0.00	0.00 16S1	528.75-	528.75-
2016 RF180328	203303	201612	0.00	0.00	0.00	0.00 16S1	136.50-	136.50-
2016 RF180328	203303	201612	136.50-	0.00	0.00	0.00 16S1	136.50	0.00
2016 RF180328	292306	201701	0.00	0.00	0.00	0.00 16S1	257.22-	257.22-
2016 RF180328	292306	201701	257.22-	0.00	0.00	0.00 16S1	257.22	0.00
2016 TOTAL			1,660.67-	0.00	0.00	0.00	0.00	1,660.67-

2017 RF180323	1004120000002	201801	0.00	0.00	0.00	0.00 HK07	150.76-	150.76-
2017 RF180323	1004120000002	201801	150.76-	0.00	0.00	0.00 HK07	150.76	0.00
2017 RF180323	1012800000018	201801	298.26-	0.00	0.00	0.00 HK07	298.26	0.00
2017 RF180323	1012800000018	201801	0.00	0.00	0.00	0.00 HK07	298.26-	298.26-
2017 RF180323	1043970000019	201801	30.00-	0.00	0.00	0.00 HK07	30.00-	0.00
2017 RF180323	1043970000019	201801	0.00	0.00	0.00	0.00 HK07	30.00-	30.00-
2017 RF180323	1050140000011	201712	0.00	0.00	0.00	0.00 HK07	154.01-	154.01-
2017 RF180323	1050140000011	201712	154.01-	0.00	0.00	0.00 HK07	154.01	0.00
2017 RF180323	1055770000047	201801	0.00	0.00	0.00	0.00 HK07	50.68-	50.68-
2017 RF180323	1055770000047	201801	50.68-	0.00	0.00	0.00 HK07	50.68	0.00
2017 RF180323	1057900000007	201712	191.73-	0.00	0.00	0.00 HK07	191.73	0.00
2017 RF180323	1057900000007	201712	0.00	0.00	0.00	0.00 HK07	191.73-	191.73-
2017 RF180323	1097960000004	201712	0.00	0.00	0.00	0.00 HK07	171.62-	171.62-
2017 RF180323	1097960000004	201712	0.00	0.00	0.00	0.00 HK07	171.62	0.00
2017 RF180323	1097960000004	201712	171.62-	0.00	0.00	0.00 HK07	171.62	0.00
2017 RF180323	1097960000004	201803	138.48-	0.00	0.00	0.00 HS01	0.00	138.48-
2017 RF180323	1097960000004	201803	9.05-	0.00	0.72-	0.00 HS01	0.00	9.77-
2017 RF180323	1206360020002	201712	63.28-	0.00	0.00	0.00 HK07	63.28	0.00
2017 RF180323	1206360020002	201712	0.00	0.00	0.00	0.00 HK07	63.28-	63.28-
2017 RF180323	1215220010001	201712	0.00	0.00	0.00	0.00 HK07	131.83-	131.83-
2017 RF180323	1215220010001	201712	131.83-	0.00	0.00	0.00 HK07	131.83	0.00
2017 RF180328	184463	201712	139.05-	0.00	0.00	0.00 17S7	139.05	0.00
2017 RF180328	184463	201712	0.00	0.00	0.00	0.00 17S7	139.05-	139.05-
2017 RF180328	200353	201712	0.00	0.00	0.00	0.00 17S7	302.48-	302.48-
2017 RF180328	200353	201712	302.48-	0.00	0.00	0.00 17S7	302.48	0.00
2017 RF180328	202335	201712	0.00	0.00	0.00	0.00 17S7	561.92-	561.92-
2017 RF180328	202335	201712	561.92-	0.00	0.00	0.00 17S7	561.92	0.00
2017 RF180328	202749	201712	131.84-	0.00	0.00	0.00 17S7	131.84	0.00

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YEAR	DEPOSIT	ACCOUNT	NUMBER	LEVY	DISCOUNT	PENALTY	ATTORNEY	CAUSE	REVENUE	REPAYMENT	PAYMENT
				PAID	GIVEN	INTEREST		/REV	AMOUNT	AMOUNT	
2017	RF180328	202749	201712	0.00	0.00	0.00	0.00	1757	131.84-	131.84-	
2017	RF180328	202886	201712	0.00	0.00	0.00	0.00	1757	86.23-	86.23-	
2017	RF180328	202886	201712	86.23-	0.00	0.00	0.00	1757	86.23	0.00	
2017	RF180328	203268	201712	0.00	0.00	0.00	0.00	1757	33.50-	33.50-	
2017	RF180328	203268	201712	33.50-	0.00	0.00	0.00	1757	33.50	0.00	
2017	RF180328	203303	201712	0.00	0.00	0.00	0.00	1757	131.83-	131.83-	
2017	RF180328	203303	201712	131.83-	0.00	0.00	0.00	1757	131.83	0.00	
2017	RF180328	219014	201712	21.62-	0.00	0.00	0.00	1757	21.62	0.00	
2017	RF180328	219014	201712	0.00	0.00	0.00	0.00	1757	21.62-	21.62-	
2017	RF180328	219090	201803	621.26-	0.00	55.92-	0.00	TEST	0.00	677.18-	
2017	RF180328	287512	201711	0.00	0.00	0.00	0.00	1757	131.83-	131.83-	
2017	RF180328	287512	201711	131.83-	0.00	0.00	0.00	1757	131.83	0.00	
2017	RF180328	288621	201801	0.00	0.00	0.00	0.00	1757	268.72-	268.72-	
2017	RF180328	288621	201801	268.72-	0.00	0.00	0.00	1757	268.72	0.00	
2017	RF180328	288703	201712	0.00	0.00	0.00	0.00	1757	222.78-	222.78-	
2017	RF180328	288703	201712	0.00	0.00	0.00	0.00	1757	222.78	0.00	
2017	RF180328	292306	201712	272.60-	0.00	0.00	0.00	1757	272.60	0.00	
2017	RF180328	292306	201712	0.00	0.00	0.00	0.00	1757	272.60-	272.60-	
2017	RF180328	299102	201803	0.00	0.00	132.64-	0.00	TEST	0.00	1,606.38-	
2017	RF180328	299102	201712	1,473.74-	0.00	0.00	0.00	1757	131.84-	131.84-	
2017	RF180328	306865	201712	0.00	0.00	0.00	0.00	1757	0.00	0.00	
2017	RF180328	306865	201712	131.84-	0.00	0.00	0.00	1757	131.84	0.00	
2017	RF180328	310896	201712	404.86-	0.00	0.00	0.00	1757	404.86	0.00	
2017	RF180328	310896	201712	0.00	0.00	0.00	0.00	1757	404.86-	404.86-	
2017	RF180328	361923	201712	0.00	0.00	0.00	0.00	1757	327.53-	327.53-	
2017	RF180328	361923	201712	327.53-	0.00	0.00	0.00	1757	327.53	0.00	
2017	RF180328	388300	201712	0.00	0.00	0.00	0.00	1757	942.28-	942.28-	
2017	RF180328	388300	201712	942.28-	0.00	0.00	0.00	1757	942.28	0.00	
2017	RF180328	401148	201712	18.09-	0.00	0.00	0.00	1757	18.09	0.00	
2017	RF180328	401148	201712	0.00	0.00	0.00	0.00	1757	18.09-	18.09-	
2017	RF180328	401204	201712	0.00	0.00	0.00	0.00	1757	470.88-	470.88-	
2017	RF180328	401204	201712	470.88-	0.00	0.00	0.00	1757	470.88	0.00	
2017	RF180328	412733	201712	131.84-	0.00	0.00	0.00	1757	131.84	0.00	
2017	RF180328	412733	201712	0.00	0.00	0.00	0.00	1757	131.84-	131.84-	
2017	RF180328	414492	201712	0.00	0.00	0.00	0.00	1757	436.94	436.94	
2017	RF180328	414492	201712	436.94-	0.00	0.00	0.00	1757	436.94	0.00	
2017	RF180328	424627	201712	0.00	0.00	0.00	0.00	1757	13.24-	13.24-	
2017	RF180328	424627	201712	13.24-	0.00	0.00	0.00	1757	13.24	0.00	
2017	RF180328	436331	201712	0.00	0.00	0.00	0.00	1757	393.34-	393.34-	
2017	RF180328	436331	201712	393.34-	0.00	0.00	0.00	1757	393.34	0.00	
2017	RF180328	518313	201712	0.00	0.00	0.00	0.00	1757	63.28-	63.28-	
2017	RF180328	518313	201712	63.28-	0.00	0.00	0.00	1757	63.28	0.00	
2017	RF180328	522428	201712	0.00	0.00	0.00	0.00	1757	73.66-	73.66-	
2017	RF180328	522428	201712	0.00	0.00	0.00	0.00	1757	73.66	0.00	
2017	RF180328	522462	201711	908.18-	0.00	0.00	0.00	TEST	0.00	908.18-	
2017	RF180323	H265301	201801	0.00	0.00	0.00	0.00	HK07	80.99-	80.99-	

04/05/2018 09:12:34
TC298-M SELECTION: DEPOSIT

2963256

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2018 THRU 03/31/2018
JURISDICTION: 337 FRIENDWD CITY

PAGE: 105
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EPF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2017 RF180323	H2265301	201801	80.99-	0.00	0.00	0.00 HK07	80.99	0.00
2017 TOTAL			10,186.05-	0.00	189.28-	0.00	0.00	10,375.33-
TOTAL REVERSALS			11,846.72-	0.00	189.28-	0.00	0.00	12,036.00-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 236
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2018
LAND VALUE	4,271,816,787	3,655,904,976	43,854,897	42,910-	43,811,987	3,699,716,963
AG EXCLUSION	18,989,755	18,989,755	821,389	263,590-	557,799	19,547,554
IMPROVEMENTS	615,911,811	615,911,811	144,479,444	2,813,631-	141,665,813	757,577,624
APPRAISED VALUE	4,271,816,787	4,271,816,787	188,334,341	2,856,541-	185,477,800	4,457,294,587
EXEMPTIONS	988,826,434	988,826,434	32,011,605	5,358,784	37,928,188	1,026,754,622
TAXABLE VALUE	3,264,000,598	3,264,000,598	155,501,347	7,951,735-	147,549,612	3,411,550,210
LEVY	16,816,368.54	16,816,368.54	1,049,320.76	278,994.09-	770,326.67	17,586,695.21
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	462	64	66	10,071
OVER 65	2,854	2,854	95	28	28	2,882
DISABLED	0	0	13	7	7	7
VETERAN	207	207	12	9	9	216
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2017 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2018 -----
LAND VALUE	3,999,127,118	3,429,239,107	0	97,774-	97,774-	3,429,141,333
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	1,599,806	1,890,116-	290,310-	569,597,701
APPRAISED VALUE	3,999,127,118	3,999,127,118	1,599,806	1,987,890-	388,084-	3,998,739,034
EXEMPTIONS	968,850,710	968,850,710	49,000	4,338,220	4,387,220	973,237,930
TAXABLE VALUE	3,016,840,195	3,016,840,195	1,550,806	6,326,110-	4,775,304-	3,012,064,891
LEVY	167,621.71	167,621.71	8,405.00	32,931.57-	24,526.57-	143,095.14
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	1	39	39	9,952
OVER 65	2,721	2,721	0	17	17	2,738
DISABLED	0	0	1	2	2	2
VETERAN	242	242	0	3	3	245
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 238
INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2018
LAND VALUE	3,624,772,568	3,125,559,710	0	0	0	3,125,559,710
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	982,659	163,696-	818,963	500,031,821
APPRAISED VALUE	3,624,772,568	3,624,772,568	982,659	163,696-	818,963	3,625,591,531
EXEMPTIONS	906,250,004	906,250,004	52,000	238,023-	186,023-	906,063,981
TAXABLE VALUE	2,700,525,060	2,700,525,060	930,659	74,327	1,004,986	2,701,530,046
LEVY	43,241.57	43,241.57	5,259.65	2,367.81	7,627.46	50,869.03
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	1	3-	3-	9,422
OVER 65	2,517	2,517	0	2-	2-	2,515
DISABLED	170	170	1	0	0	170
VETERAN	231	231	0	0	0	231
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2018
LAND VALUE	3,220,611,338	2,761,917,896	0	0	0	2,761,917,896
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	983,763	97,303-	886,460	459,579,902
APPRAISED VALUE	3,220,611,338	3,220,611,338	983,763	97,303-	886,460	3,221,497,798
EXEMPTIONS	739,118,459	739,118,459	45,000	66,894-	21,894-	739,096,565
TAXABLE VALUE	2,458,836,116	2,458,836,116	938,763	30,409-	908,354	2,459,744,470
LEVY	35,109.90	35,109.90	5,551.84	1,749.57	7,301.41	42,411.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	1	1-	1-	9,647
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	1	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2013
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2017 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2018 -----
LAND VALUE	3,137,530.828	3,137,530.828	0	0	0	3,137,530.828
AG EXCLUSION	23,290.819	23,290.819	0	0	0	23,290.819
IMPROVEMENTS	0	0	1,048,652	66,605-	982,047	982,047
APPRAISED VALUE	3,137,530.828	3,137,530.828	1,048,652	66,605-	982,047	3,138,512,875
EXEMPTIONS	704,624.861	704,624.861	45,000	47,671-	2,671-	704,622,190
TAXABLE VALUE	2,409,615.148	2,409,615.148	1,003,652	18,934-	984,718	2,410,599,866
LEVY	26,342.64	26,342.64	5,935.60	1,890.17	7,825.77	34,168.41
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,611	9,611	1	1-	1-	9,610
OVER 65	2,398	2,398	0	0	0	2,398
DISABLED	183	183	1	0	0	183
VETERAN	215	215	0	0	0	215
TOTAL EXEMPT	618	618	0	0	0	618

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2012
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 241
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2018
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	968,684	0	968,684	968,684
APPRAISED VALUE	3,010,746,098	3,010,746,098	968,684	0	968,684	3,011,714,782
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	968,684	0	968,684	2,298,967,683
LEVY	21,447.65	21,447.65	5,783.04	2,115.72	7,898.76	29,346.41
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

Summary of Jurisdiction Remittances Processed

Report run on: April 5, 2018 12:36 PM

For Remitted Deposit Dates 03/01/2018 thru 03/31/2018 as of 04/05/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 38480	Print Date:03/07/2018						
	Current	8,085.79	1,776.69	0.00	0.00	0.00	9,862.48
	Delq	519.59	79.59	0.00	0.00	0.00	599.18
Last Deposit Date	03/01/2018	\$8,605.38	\$1,856.28	\$0.00	\$0.00	\$0.00	\$10,461.66
ACH 38512	Print Date:03/08/2018						
	Current	17,061.11	3,748.83	0.00	0.00	0.00	20,809.94
Last Deposit Date	03/02/2018	\$17,061.11	\$3,748.83	\$0.00	\$0.00	\$0.00	\$20,809.94
ACH 38553	Print Date:03/12/2018						
	Current	308.41	67.77	0.00	0.00	38.66	414.84
Last Deposit Date	03/03/2018	\$308.41	\$67.77	\$0.00	\$0.00	\$38.66	\$414.84
ACH 38593	Print Date:03/13/2018						
	Current	26,152.33	5,746.42	0.00	0.00	0.00	31,898.75
	Delq	8.09	1.47	0.00	0.00	0.00	9.56
Last Deposit Date	03/05/2018	\$26,160.42	\$5,747.89	\$0.00	\$0.00	\$0.00	\$31,908.31
ACH 38632	Print Date:03/13/2018						
	Current	8,708.73	1,913.57	0.00	0.00	0.00	10,622.30
	Delq	401.36	72.97	0.00	0.00	0.00	474.33
Last Deposit Date	03/06/2018	\$9,110.09	\$1,986.54	\$0.00	\$0.00	\$0.00	\$11,096.63
ACH 38665	Print Date:03/14/2018						
	Current	14,506.52	3,187.50	0.00	0.00	0.00	17,694.02
Last Deposit Date	03/07/2018	\$14,506.52	\$3,187.50	\$0.00	\$0.00	\$0.00	\$17,694.02
ACH 38704	Print Date:03/14/2018						
	Current	20,766.47	4,562.99	0.00	0.00	0.00	25,329.46
	Delq	6.06	0.89	0.00	0.00	0.00	6.95
Last Deposit Date	03/08/2018	\$20,772.53	\$4,563.88	\$0.00	\$0.00	\$0.00	\$25,336.41
ACH 38743	Print Date:03/15/2018						
	Current	14,109.51	3,100.30	0.00	0.00	0.00	17,209.81
Last Deposit Date	03/09/2018	\$14,109.51	\$3,100.30	\$0.00	\$0.00	\$0.00	\$17,209.81
ACH 38783	Print Date:03/15/2018						
	Current	1,750.47	384.62	0.00	0.00	0.00	2,135.09
Last Deposit Date	03/12/2018	\$1,750.47	\$384.62	\$0.00	\$0.00	\$0.00	\$2,135.09
ACH 38819	Print Date:03/16/2018						
	Current	4,199.90	922.86	0.00	0.00	0.00	5,122.76
	Delq	863.36	156.98	0.00	0.00	0.00	1,020.34
Last Deposit Date	03/13/2018	\$5,063.26	\$1,079.84	\$0.00	\$0.00	\$0.00	\$6,143.10
ACH 38856	Print Date:03/19/2018						
	Current	3,449.99	758.04	0.00	0.00	0.00	4,208.03
Last Deposit Date	03/14/2018	\$3,449.99	\$758.04	\$0.00	\$0.00	\$0.00	\$4,208.03
ACH 38893	Print Date:03/19/2018						
	Current	12,691.23	2,788.66	0.00	0.00	0.00	15,479.89
	Delq	82.18	14.94	0.00	0.00	0.00	97.12
Last Deposit Date	03/15/2018	\$12,773.41	\$2,803.60	\$0.00	\$0.00	\$0.00	\$15,577.01

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Summary of Jurisdiction Remittances Processed

Report run on: April 5, 2018 12:36 PM

For Remitted Deposit Dates 03/01/2018 thru 03/31/2018 as of 04/05/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 38928	Print Date:03/20/2018						
	Current	9,418.45	2,069.54	0.00	0.00	0.00	11,487.99
	Delq	899.33	146.25	0.00	0.00	0.00	1,045.58
Last Deposit Date	03/16/2018	\$10,317.78	\$2,215.79	\$0.00	\$0.00	\$0.00	\$12,533.57
ACH 38964	Print Date:03/21/2018						
	Current	3,764.36	827.16	0.00	0.00	0.00	4,591.52
Last Deposit Date	03/19/2018	\$3,764.36	\$827.16	\$0.00	\$0.00	\$0.00	\$4,591.52
ACH 39001	Print Date:03/22/2018						
	Current	9,557.10	2,099.96	0.00	0.00	0.00	11,657.06
Last Deposit Date	03/20/2018	\$9,557.10	\$2,099.96	\$0.00	\$0.00	\$0.00	\$11,657.06
ACH 39040	Print Date:03/23/2018						
	Current	11,798.81	2,592.53	0.00	0.00	0.00	14,391.34
	Delq	(624.63)	(113.57)	0.00	0.00	0.00	(738.20)
Last Deposit Date	03/21/2018	\$11,174.18	\$2,478.96	\$0.00	\$0.00	\$0.00	\$13,653.14
ACH 39081	Print Date:03/26/2018						
	Current	3,404.99	748.17	0.00	0.00	0.00	4,153.16
	Delq	66.80	10.72	0.00	0.00	0.00	77.52
Last Deposit Date	03/22/2018	\$3,471.79	\$758.89	\$0.00	\$0.00	\$0.00	\$4,230.68
ACH 39116	Print Date:03/27/2018						
	Current	11,316.80	2,486.62	0.00	0.00	0.00	13,803.42
	Delq	126.15	18.91	0.00	0.00	0.00	145.06
Last Deposit Date	03/23/2018	\$11,442.95	\$2,505.53	\$0.00	\$0.00	\$0.00	\$13,948.48
ACH 39154	Print Date:03/28/2018						
	Current	6,244.65	1,372.14	0.00	0.00	0.00	7,616.79
Last Deposit Date	03/26/2018	\$6,244.65	\$1,372.14	\$0.00	\$0.00	\$0.00	\$7,616.79
ACH 39193	Print Date:03/29/2018						
	Current	6,985.92	1,535.04	0.00	0.00	0.00	8,520.96
Last Deposit Date	03/27/2018	\$6,985.92	\$1,535.04	\$0.00	\$0.00	\$0.00	\$8,520.96
ACH 39226	Print Date:04/02/2018						
	Current	529.81	116.42	0.00	0.00	0.00	646.23
	Delq	(217.09)	(77.00)	0.00	0.00	0.00	(294.09)
Last Deposit Date	03/28/2018	\$312.72	\$39.42	\$0.00	\$0.00	\$0.00	\$352.14
ACH 39258	Print Date:04/05/2018						
	Current	15,711.95	3,452.39	0.00	0.00	0.00	19,164.34
	Delq	1,305.14	211.66	0.00	0.00	0.00	1,516.80
Last Deposit Date	03/29/2018	\$17,017.09	\$3,664.05	\$0.00	\$0.00	\$0.00	\$20,681.14
Total:		\$213,959.64	\$46,782.03	\$0.00	\$0.00	\$38.66	\$260,780.33

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