



CITY OF LAMARQUE
CITY COUNCIL
SPECIAL AGENDA
of
OCTOBER 25, 2022

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting** on **October 25, 2022**, beginning at **4:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

5. RESOLUTIONS- CONSENT

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

5.I. Resolution No. R-2022-0087

Accepting the preliminary plat of +/- 1.5434 acres situated in the W K Wilson League Abstract

Documents:

RESOLUTION NO. R-2022-0087 OCEAN - LA MARQUE.PDF
02 - LOR TO APPROVE OCEAN - LA MARQUE PP PKG 09222022.PDF
03 - PZ STAFF REPORT - 092722 - OCEAN W OUT REC.PDF

5.II. Resolution No. R-2022-0088

awarding Bid **LM #02-23** to Glistening Spaces Inc. for janitorial services in the amount of \$11,263.44

Documents:

AGENDA FORM LM 02-23 JANITORIAL SERVICES.PDF
RESOLUTION NO. R-2022-0088 - BID 02-23.PDF

5.III. Resolution No. R-2022-0089

Awarding Request for Proposal for Grant Administration services for the CDBG-MIT-MOD Grant

Documents:

AGENDA FORM GRANT ADMINISTRATOR - GLO - CDBG - MIT-MOD.PDF
RESOLUTION NO. R-2022-0089 - MIT-MOD ADMINISTRATOR.PDF
PUBLIC MANAGEMENT, INC..PDF
RESOLUTION - SELECTED ADMINISTRATOR.PDF
RESOLUTION.PDF
GA - COST PRICE ANALYSIS.PDF
PUBLIC MANAGEMENT CONTRACT.PDF

5.IV. Resolution No. R-2022-0090

Selection of Engineering Services Firm for GLO CDBG- MIT- Mod Grant Program

Documents:

AGENDA FORM -ENGINEERING SERVICES - GLO - CDBG - MIT-MOD.PDF
RESOLUTION NO. R-2022-0090 - MIT-MOD ENGINEERING - COPY.PDF
RATING SHEET.PDF
RESOLUTION.PDF
LJA ENGINEERING.PDF

5.V. Resolution No. R-2022-0091

Authorizing the settlement of certain city liens on 113 Union St La Marque, TC 77568

Documents:

RESOLUTION 113 UNION.PDF

6. NEW BUSINESS

Items presented to the Council for discussion and possible action:

6.I. Texas Community Development Block Grant Services

Solicitation of services for Grant Administrator and Engineering Services for Texas

Community Development Block Grant administered through the Texas Department of
Agriculture

Documents:

[AGENDA FORM - TDA CDBG APPLICATION.PDF](#)
[ENG - SOLICITATION LETTER.PDF](#)
[GA - SOLICITATION LETTER.PDF](#)
[TXCDBG INFO SHEET - GRANTS 2 PAGER FOR PY 2023 WITHOUT
PCB.PDF](#)

6.II. Items For The Good Of The Order

*Additional items to bring awareness to Council and the Community as well as future agenda
item requests are accepted at this time.*

7. EXECUTIVE SESSION

*The City Council for the City of La Marque, Texas reserves the right to adjourn into executive
session at any time during this meeting to discuss any of the matters listed above, as authorized
by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072
(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074
(Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic
Development)*

8. ACTIONS TAKEN FROM EXECUTIVE SESSION

9. ADJOURNMENT

I hereby certify that the above notice of the meeting was posted at 1109-B Bayou Road, La Marque, Texas
on Saturday, October 22, 2022 at 1:30 p.m.

Kierra K. Nance

RESOLUTION NO. R-2022-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ACCEPTING THE PRELIMINARY PLAT OF +/- 1.5434 ACRES SITUATED IN THE W K WILSON LEAGUE ABSTRACT 208

WHEREAS, the owner of property in the City of La Marque, Texas identified as +/- 1.5434 acres situated in the W K Wilson League Abstract 208 and more accurately described in Exhibit 1 submitted a Preliminary Plat for approval to the City of La Marque, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The Preliminary Plat attached as Exhibit 1 is approved by the City Council of La Marque, Texas with the conditions that the applicant must submit a final plat with supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code and the applicant must provide original tax certificates verifying that all balances have been paid.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, 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.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _____ 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

Thursday, September 22, 2022

Todd Slaton
True Meridian, PLLC
PO Box 566
Pearland, TX 77588

Re: Ocean – La Marque, Preliminary Plat
Lot 1, Block 1, Being 1.5434 Acres in the W.K. Wilson League, Abstract 208, Galveston County, TX
Letter of Recommendation to Approve
COLM Project No. PZ2022-020
Adico, LLC Project No. 18100-2-099

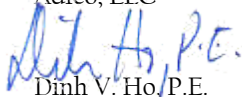
Dear Mr. Slaton;

On behalf of the City of La Marque, Adico, LLC has reviewed the second submittal of Ocean – La Marque, Preliminary Plat, Lot 1, Block 1, being 1.5434 acres in the W.K. Wilson League, Abstract 208, Galveston County, Texas, received on or about September 21, 2022.

Based on our review, we have no objections to the preliminary plat as resubmitted on September 21, 2022. Please provide ten (10) folded copies of the preliminary plat Giovanna Bonsignore, Development Services, 1130 1st St., La Marque, TX 77563, by no later than Thursday, September 22, 2022, for consideration at the October 27th Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Permits
File: 18100-2-098

STATE OF TEXAS
COUNTY OF GALVESTON

I, Sergio Fernandez – President, of Fernandez Holdings, LP., owners of the property subdivided in this plat of OCEAN – LA MARQUE, being 1.5434 acres situated in the W.K. WILSON LEAGUE, Abstract 208, in Galveston County, Texas, do hereby make subdivision of said property for and on behalf of said individual, according to the lines, lots, streets, alleys, reserves, parks, and easements as shown hereon and dedicate for public use as such the streets, alleys, parks, and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

In testimony hereto, has cause these presents to be signed by

_____ this ____ day of _____, 2022.
Sergio Fernandez – President

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Sergio Fernandez, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this _____ day of _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

We hereby certify that the above and foregoing plat of OCEAN – LA MARQUE, was approved by the Planning Commission of the City of La Marque, Texas on the

_____ day of _____, A.D. 2022, and by the City Council of the

City of La Marque, Texas on the _____, day of _____, A.D. 2022.

Alan Waters
Chairperson of Planning and Zoning

Keith Bell
Mayor of the City of La Marque, Texas

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

_____, 2022, at _____ O'clock, ____ m, and duly recorded on

_____, 2022, at _____ O'clock, ____ m,

Instrument # _____, Galveston County Records.
Witness my hand and seal of office, at Galveston County, Texas, the day and date last above written.

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

By: _____
Deputy

FIELD NOTES DESCRIPTION OF 1.5434 ACRES, SITUATED IN THE W.K. WILSON LEAGUE, ABSTRACT 208, BEING OUT OF A 46.437 ACRE TRACT CONVEYED TO YODE INVESTMENTS LLC, AS DESCRIBED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2015015559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found 2 inch iron pipe on the Southeast right-of-way line of F.M. 1764 (200' R.O.W.), being the Westerly corner of a tract of land conveyed to Gulf Greyhound Partners, LTD as described under Galveston County Clerk's File No. 9118189 and the Northerly corner of said 46.437 acre tract of land conveyed to Yode Investments LLC, as described under Galveston County Clerk's File No. 2015015559;

THENCE S 48°57'00" W along the Southeast right-of-way line of F.M. 1764 and the Northwest line of said 46.437 acre tract, a distance of 175.10 feet to a 3/8 inch iron rod found for the PLACE OF BEGINNING, same being the Northwest corner of a 2.500 acre tract of land conveyed to Briya Hospitality LLC as described under Galveston County Clerk's File No. 2019007028;

THENCE S 43°01'43" E along the Westerly line of said 2.500 acre tract, a distance of 350.21 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" at the Southeast corner of the herein described tract of land;

THENCE S 48°57'00" W a distance of 198.14 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" at the Southwest corner of the herein described tract of land;

THENCE N 41°03'00" W a distance of 350.00 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" on the Southeast right-of-way line of F.M. 1764 at the Northwest corner of the herein described tract of land;

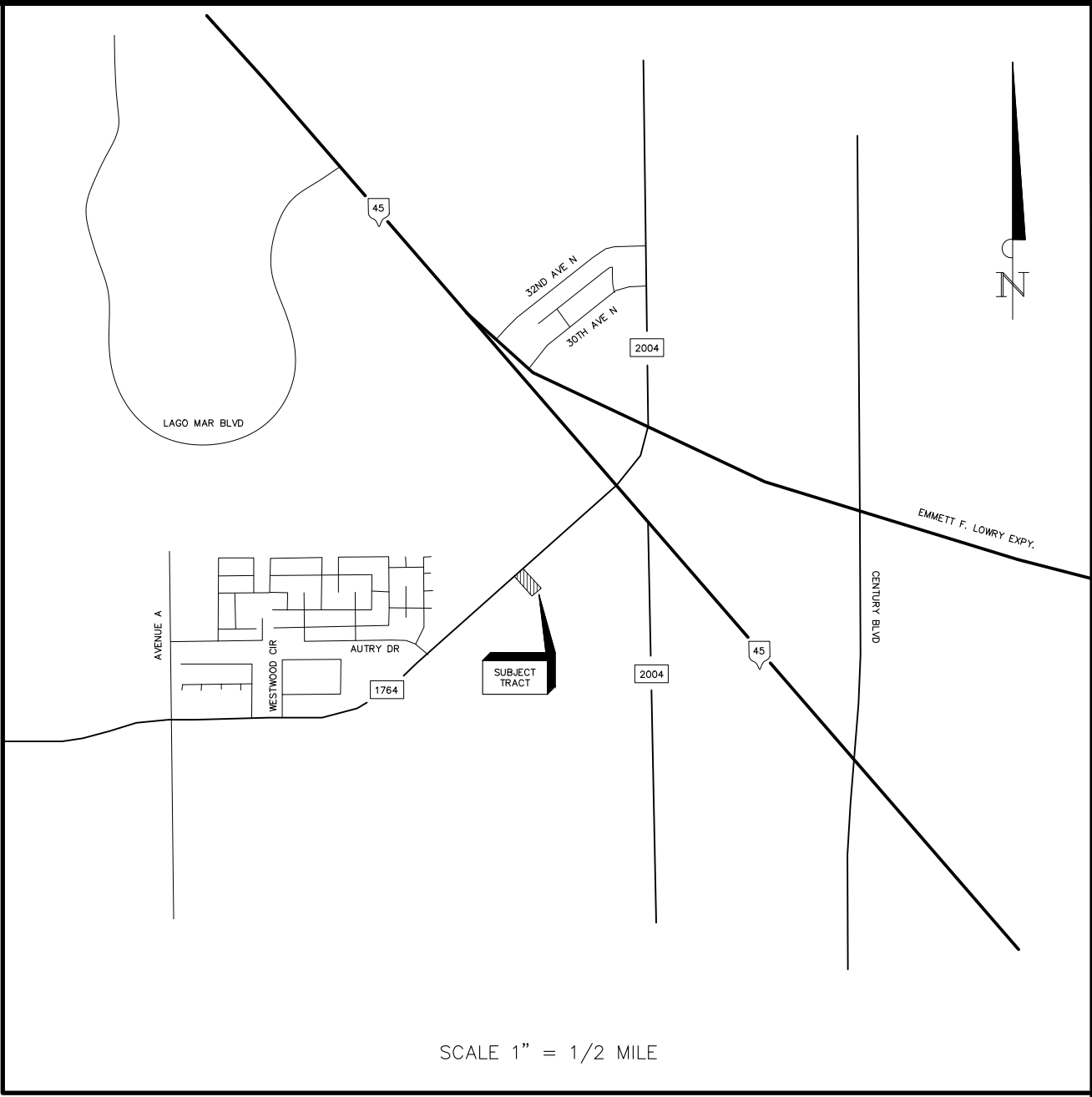
THENCE N 48°57'00" E along the Southeast right-of-way line of F.M. 1764 and the Northwest line of said 46.437 acre tract, a distance of 186.04 feet to the PLACE OF BEGINNING and containing 1.5434 acres of land, more or less.

NOTES

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map No. 48167C0402G, with the effective date of August 15, 2019, the property is located in Flood Zone "X", reduced flood risk due to levee. Areas determined to be outside of the 100 year floodplain and Floodway. All Floodplain information noted in the plat reflects the status per the FEMA FIRM map that is effective at the time that the plat is recorded. Floodplain status is subject to change as FEMA FIRM maps are updated.

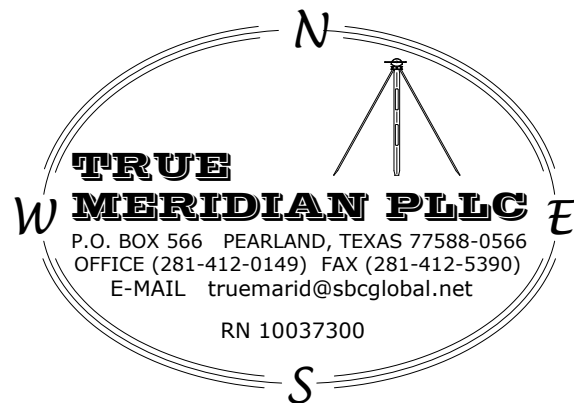
I, Todd J. Slaton, Registered Professional Land Surveyor No. 5082, do hereby certify that this plat correctly represents a survey made under my supervision on the ground in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct and that all boundary corners, lot corners, angle points, and points of curvature are properly marked with 5/8 inch diameter iron rods three feet long or as shown on the plat.

Todd J. Slaton, RPLS No. 5082



PRELIMINARY PLAT
OF
OCEAN – LA MARQUE
IN THE CITY OF LA MARQUE
1 BLOCK, 1 LOT
BEING
1.5434 ACRES
SITUATED IN
THE W.K. WILSON LEAGUE
ABSTRACT 208
GALVESTON COUNTY, TEXAS

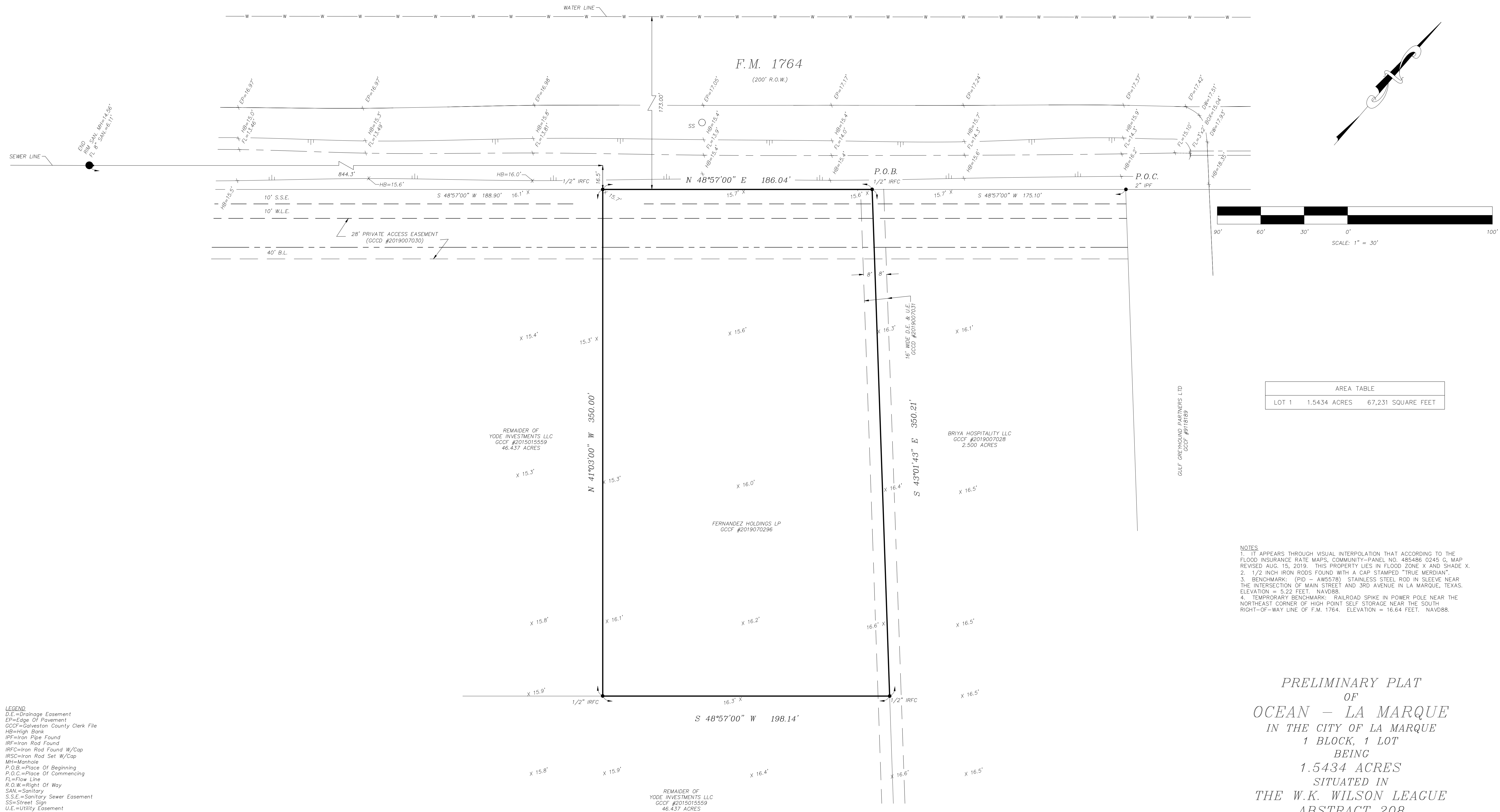
PREPARED: AUGUST 31, 2022



SERGIO FERNANDEZ
11613 BROADWAY STREET
PEARLAND, TX. 77584
281-741-0055

TRUE MERIDIAN PLLC
PO BOX 566
PEARLAND, TX. 77588
281-412-0149

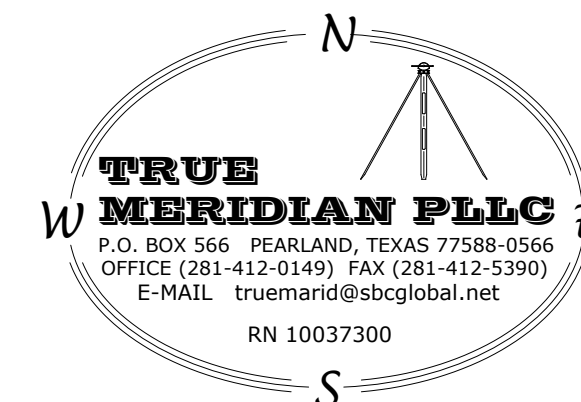
SHELMARK ENGINEERING LLC
921 FM 517 RD. E.
DICKINSON, TX. 77539
832-864-2601



PRELIMINARY PLAT
OF
OCEAN - LA MARQUE
IN THE CITY OF LA MARQUE
1 BLOCK, 1 LOT
BEING
1.5434 ACRES
SITUATED IN
THE W.K. WILSON LEAGUE
ABSTRACT 208
GALVESTON COUNTY, TEXAS

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City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: September 27, 2022

Agenda Item: Discussion / possible action regarding a preliminary plat application of Ocean - La Marque, being +/- 1.5434 acres situated in the W K Wilson League Abstract 208, La Marque, Texas, Galveston County.

Item Type: Plat - Preliminary Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:



CITY COUNCIL AGENDA FORM

Meeting Date: _____
Prepared by: Kyle Hunter
Department: IT

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #02-23** to Glistening Spaces Inc. for janitorial services in the amount of \$11,263.44

X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- In order to maintain a clean and orderly business environment for both employees and citizens, the City of La Marque utilizes professional janitorial services for city facilities
- On August 24, 2022, a bid notice was posted on the City's website
- Five (5) interested vendors attended the mandatory pre-bid conference on August 31, 2022.
- Six (6) interested vendors attended the walk-around to each of the city facilities
- On Wednesday, September 7, 2022, five (5) bids were submitted and three (3) were qualified to continue the process
- Janitorial products and consumables are purchased separately as better pricing is available when obtained by the city
- The bid amounts are based on specifications supplied by the City of La Marque
- Contract will be reviewed by City Attorney once bid is awarded
- Staff recommends awarding the bid for LM #02-23 Janitorial Services to Glistening Spaces Inc. the lowest qualified bid meeting specifications

HISTORY:

TARGET IMPLEMENTATION: October 21, 2022

SIGNIFICANT ACTION DATES:

08.24.2022 - Bid Packet posted on City website

09.07.2022 - Bids opened

Cost Details:	
Budgeted	See attached
Actual Bid	
Estimated Expenditure	11,263.44



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Approval of Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Acct. Name(s)	Various Depts.
Line Item #	Various Depts.
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve the contract for Bid **LM #02-23** to American Janitorial Services, Inc. for janitorial services in the amount of \$11,263.44

FISCAL IMPACT: Budgeted line item - \$



CITY COUNCIL AGENDA FORM

Janitorial Services Quote FY 2022-2023 BID TAB

	Ambassador	American	Erica Randle (Not qualified)	Sea Sweep (Not qualified)	Glistening
City Hall (2X Week)		350.00			104.29
Council Chambers (2X Week)		295.00			104.29
Police Dept. (3X week)		380.00			169.47
Library (3X Week)		575.00			143.40
Fire Dept. Admin- Bayou Rd. (1X Week)		140.00			110.81
Economic Development (2X Week)		290.00			91.26
Public Works (2X Week)		260.00			104.29
Fire Dept. Admin. (Texas Ave.) (2X Week)		380.00			110.81

- Not qualified. Did not submit references as requested in RFP

Annual Payout for Janitorial Services

Ambassador Services		X12	=	\$53,636.63
American Janitorial Services Ltd.	2670.00	X12	=	\$32,040.00
Erica Randle		X12	=	\$38,500.00
Sea Sweep		X12	=	\$36,800.00
Glistening	938.62	X12	=	\$11,263.44

RESOLUTION NUMBER 2022-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING BID LM #02-23 FOR JANITORIAL SERVICES; AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO
EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE
INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of La Marque requires cleaning services for City facilities; and

WHEREAS, the City of La Marque advertised Annual Invitations to Bid including LM #02-23 “Janitorial Services” on Wednesday, August 24, 2022, and Wednesday, August 31, 2022, in the Galveston Daily News; online via City Website Bids Page; and

WHEREAS, of the 5 submitted proposals only 3 completed proposals were received by 10:00 a.m. Thursday, July 7, 2022, in response to LM #02-23; and

WHEREAS, upon full review and consideration of the Evaluation Summary for LM #02-23, herein attached as Exhibit ‘A’ and all matters attendant and related thereto, the City Council is of the opinion that LM #02-23 should be awarded and that the City Manager should be authorized to execute an Agreement for the services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary for LM #02-23, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, are hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2022.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: October 25, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Selection of Grant Administrator for GLO CDBG - MIT -MOD Grant Program - Public Management Inc. Houston, Texas in the amount of \$199,000.00



ATTACHMENTS FOR REFERENCE:

- 1. Resolution for obtaining Grant Administrator**
- 2. Cost and Price Analysis - Administrative Services**
- 3. RFP Submittal - Public Management Inc.**
- 4. Contract - Public Management Inc.**

STAFF BRIEFING:

- City Council approved Resolution R-2022-0058 on August 15, 2022
 - Solitations were email and posted on September 29, 2022.
 - Four (4) RFP submittals were received on October 12, 2022
 - Rating Committee consisting of six (6) completed the evaluation rating process providing scoring summary (attached).
 - Pre-Application fee is \$0.00
- City Attorney has reviewed and approved.
 - Finance Director has reviewed and approved.
 - City Manager has reviewed and approved.
 - City Engineer has reviewed and approved.

History -

- August - Authorization to obtain Grant Administrator
- September - Publication of Request for Proposal (RFP)
- October - Submittals received

TARGET IMPLEMENTATION -

- November 1, 2022 - Contract signed



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

➤ **January 9, 2023 - Applications due to GLO**

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	0
Actual Bid	\$199,000
Estimated Expenditure	\$199,000
Acct. Name(s)	Grant Admin GLO -CDBG- MIT- MOD
Line Items #	
Other Funding	GLO Grant

STAFF'S RECOMMENDATION:

Motion to approve the Bid for Grant Administration from Public Management for a total amount of \$199,000.00

FISCAL IMPACT: The GA fee is incorporated into the Grant Funding through GLO; therefore there is not a direct expense to the City.

RESOLUTION NUMBER 2022-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING A REQUEST FOR PROPOSAL FOR ADMINISTRATIVE SERVICES FOR
TEXAS CDBG-MIT-MOD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE
ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR
SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of La Marque plans to apply for Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) program(s) from the Texas General Land Office (GLO) and is soliciting proposals to provide administration and/or planning services for CDBG contract(s); and

WHEREAS, the City of La Marque advertised in the Galveston Daily News; online via City Website Bids Page; and by required email invitations on September 28, 2022

WHEREAS, 4 completed proposals were received by 10:00 a.m. Wednesday, October 12, 2022, in response to the aforementioned ad; and

WHEREAS, upon full review and consideration of the Evaluation Summary, herein attached as Exhibit 'A' and all matters attendant and related thereto, the City Council is of the opinion that the Request for Proposal should be awarded and that the City Manager should be authorized to execute an Agreement for the services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary for the Request, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, are hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2022.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of La Marque, Texas



WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.

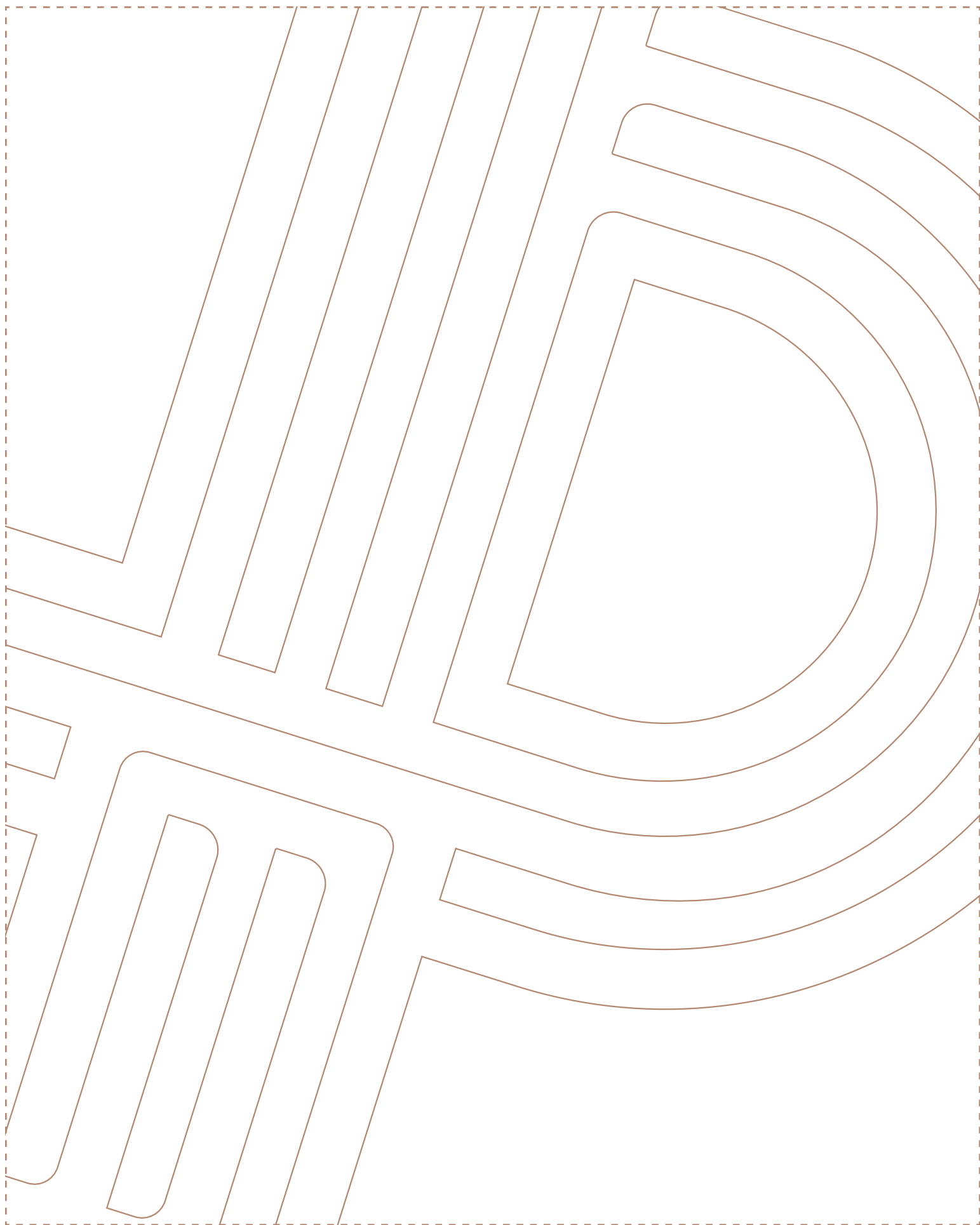
The background of the central text block is a collage of four images: a rescue boat with people in a flooded street, a satellite view of a hurricane, and two aerial views of flooded landscapes.

**REQUEST FOR PROPOSAL:
CITY OF LA MARQUE**

PROFESSIONAL PLANNING &
ADMINISTRATIVE SERVICES

TEXAS GENERAL LAND OFFICE (GLO)

COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION
(CDBG-MIT) REGIONAL METHOD OF DISTRIBUTION (MOD)





**PUBLIC
MANAGEMENT**
EST. 1982



October 6, 2022

Kierra Nance
City Clerk
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

RE: City of La Marque Professional Grant Administration Services for Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD)

Dear Ms. Nance:

We are excited for the opportunity to submit this proposal to the City of La Marque for Grant Administration Services associated with the Community Development Block Grant - Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) program. We have assembled a highly qualified team that will be dedicated to identifying and implementing this funding opportunity for the City.

To date, Public Management, Inc. has guided its clients to over **\$850 million** in funding initiatives which span multiple state and federal funding sources. Of this amount **over \$500 million** is associated with disaster recovery initiatives. Public Management, Inc. has partnered with the City of La Marque from 1986 - 2017 and has successfully secured and managed over \$13.3 million in community development and disaster recovery initiatives.

For forty years our Team has been dedicated to the mission of **Building Vibrant and Sustainable Communities**. Our performance and longevity are examples of our ability to deliver the needs of our clients and achieve our mission. Additionally, our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the Houston-Galveston Region for forty years. Strategically located in Houston, our Team will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our fee, as detailed in the Proposed Cost of Services section of this proposal, for a period of one Hundred eighty (180) days and will acknowledge the terms and conditions resulting in an awarded contract. We are grateful for the opportunity to submit this proposal to the city and look forward to working with you on this much needed project!

Respectfully,

Patrick K. Wiltshire
President

EXECUTIVE SUMMARY

ABOUT US

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to Build Vibrant and Sustainable Communities. Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

THE PUBLIC MANAGEMENT, INC. TEAM



PATRICK K. WILTSHIRE

President



JOHN REED

Project Manager



NICHOLAS HOUSTON

Vice President



THOMAS QUINTERO

Project Manager / GIS Technician

Public Management, Inc. will commit the Team consisting of Patrick K. Wiltshire, Nicholas Houston, John Reed, and Thomas Quintero. Each member of the Team is located and works in the Houston, Texas, office and will be readily accessible for the City's project. As a group, this Team has secured and delivered major disaster recovery projects for various cities and counties within the coastal region.

Public Management, Inc. is uniquely positioned to deliver superior Grant Administration Services for the City for the following reasons:

1) Location - Headquartered in Houston, Texas - easily accessible to City offices; 2) Experience securing and managing GLO funded CDBG-DR & CDBG-MIT contracts - over \$500 million; 3) Project and Location Familiarity - Public Management, Inc. Has worked with the City for decades and has managed over \$13 million in project initiatives.

PROPOSAL STRUCTURE

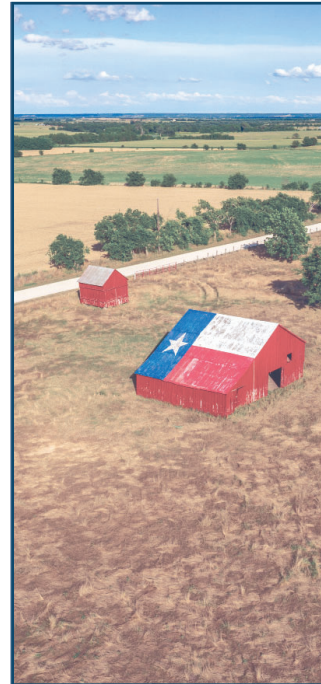
This proposal is organized in a way that should be clear and concise to the reviewers. The Presentation of Expertise section will provide the overall impact that Public Management, Inc. has had on its clients. The Proposed Cost of Services section will detail Public Management, Inc.'s fee structure and hourly rate. The Approach & Methodology section details our specific project approach and methodology for this Proposal, as well as provides a description of the services that will be conducted. Within the References section the reviewer will find details of clients and past performance. The Sample Contract section provides a contract for consideration. The Required Forms section includes all pertinent documents to this proposal and the Additional Information Section provides the total experience of the company.

1

**PRESENTATION OF
EXPERTISE**

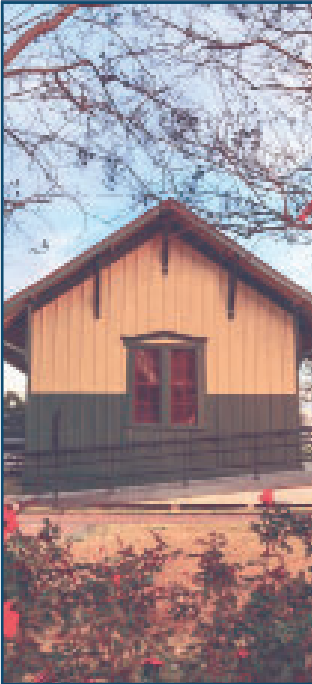
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**PROPOSED COST
OF SERVICES**



3

**APPROACH &
METHODOLOGY**



4

REFERENCES

5

REQUIRED FORMS

6

**SAMPLE
CONTRACT**



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**ADDITIONAL
INFORMATION**

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PRESENTATION OF EXPERTISE

"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."

- Chambers County



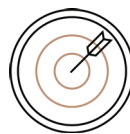
DECADES OF EXPERIENCE

Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from \$10,000 to \$100 million, our people are equipped with the right tools and knowledge to ensure the successful implementation of federally funded projects.



DISASTER RECOVERY & MITIGATION

Over half of all secured and managed contracts by Public Management, Inc. are for disaster recovery and mitigation initiatives. Our company has been part of every major disaster recovery program since 2001. Since that time we have secured over \$500 million for our clients, of which nearly \$200 million is a result of Public Management, Inc.'s efforts to secure contracts as a result of the CDBG-MIT Harvey Competition in the Fall of 2020.



SUCCESSFUL IMPLEMENTATION

The Public Management, Inc. Team has successfully secured and managed Community Development Block Grant (CDBG) disaster recovery funding for over two decades. All projects administered by our company have been closed on time, within budget, and with no financial penalties. Our experience with CDBG funding, and our familiarity with the Program administered by the Texas General Land Office (GLO), make us well equipped to serve the City.



PERFORMANCE IN PERSPECTIVE

Public Management, Inc. is currently managing over 200 contracts totaling more than \$400 million across the State of Texas. Our Houston, Texas office leads all disaster recovery and mitigation efforts for the company. Our proximity to the coastal region allows for swift deployment of personnel to assist with all aspects of program implementation. The table below details all open Community Development Block Grant - Disaster Recovery / Mitigation contracts.

Client	Grant Award Amount	CDBG-DR		CDBG-MIT	
		Active	Closing	Active	Closing
Chambers County Contract #20-065-007-C010	\$ 3,063,783.00	X			
City of Anahuac Contract #20-065-017-C058	\$ 193,271.00		X		
City of Anahuac Contract #22-085-072-D331	\$ 3,593,572.00			X	
City of Baytown Contract #20-065-113-C310	\$ 1,785,864.00	X			
City of Baytown Contract #D2017-040	\$ 7,334,000.00	X			
City of Baytown Contract #22-085-012-D240	\$ 32,718,055.00			X	
City of Baytown Contract #22-082-020-D258	\$ 4,733,951.50			X	
City of Bevil Oaks Contract #20-065-147-C902	\$ 2,000,000.00	X			
City of Brenham Contract #22-085-049-D302	\$ 5,051,660.00			X	
City of Brenham Contract #22-082-023-D556	\$ 3,434,600.00			X	
City of Cleveland Contract #20-065-009-C002	\$ 323,161.00		X		
City of Conroe Contract #19-076-004-B353	\$ 1,680,000.00		X		
City of Conroe Contract #20-065-010-C027	\$ 391,453.00		X		
City of Cuero Contract #22-085-057-D314	\$ 4,372,734.00			X	
City of Dayton Contract #20-065-126-C437	\$ 498,578.00		X		
City of Dickinson Contract #20-065-029-C096	\$ 8,982,434.00	X			
City of Dickinson Contract #20-066-040-C259	\$ 9,219,828.00	X			
City of Dickinson Contract #22-085-004-D224	\$ 49,765,675.00			X	
City of El Campo Contract #22-085-016-D252	\$ 14,988,719.99			X	
City of Jersey Village Contract #19-076-011-B360	\$ 6,019,792.00		X		
City of Katy Contract #19-076-013-D362	\$ 407,850.00	X			
City of Katy Contract #20-065-137-C503	\$ 5,000,000.00	X			
City of Katy Contract #D2017-074	\$ 3,872,207.00	X			
City of La Porte Contract #19-231-000-B675	\$ 518,775.30		X		
City of La Porte Contract #D2014-044	\$ 4,127,270.00	X			
City of La Porte Contract #22-119-004-D374	\$ 11,400,009.38	X		X	
City of Liberty Contract #20-065-003-B965	\$ 420,912.00		X		
City of New Waverly Contract #20-065-015-C054	\$ 169,783.00		X		
City of New Waverly Contract #22-085-045-D298	\$ 6,667,862.00			X	
City of Oak Ridge North Contract #19-076-019-C368	\$ 840,000.00		X		
City of Pasadena Contract #22-085-001-D221	\$ 47,751,660.72			X	
City of Plum Grove Contract #20-065-117-C378	\$ 405,290.00		X		
City of Prairie View Contract #20-065-019-C065	\$ 742,016.00		X		
City of Sealy Contract #19-076-038-B691	\$ 2,013,320.87		X		
City of Sealy Contract #20-065-132-C443	\$ 356,750.00		X		
City of Willis Contract #19-076-030-B387	\$ 1,320,000.00		X		
City of Woodbranch Village Contract #20-065-125-C436	\$ 249,958.00	X			
City of Woodloch Contract #19-076-031-B388	\$ 720,000.00		X		
City of Woodloch Contract #20-065-040-C121	\$ 249,958.00	X			
Galveston Co. WCID #1 Contract #22-085-035-D219	\$ 8,189,000.00			X	
Total	\$ 255,573,753.76				



IN-DEPTH LOOK AT CDBG-MIT

The CDBG-MIT program provided Texas communities impacted by disaster events, from the floods of 2015 & 2016 and Hurricane Harvey, a unique opportunity to not only recover from these disasters but mitigate the impacts of future disasters. With over \$4.3 billion allocated to Texas for these efforts, the Texas General Land Office (GLO) developed a variety of programs to assist with recovery. The main funding opportunity for impacted jurisdictions occurred in the Fall of 2020 when the GLO accepted applications for an unprecedented \$1.2 billion competition. After receiving more than 300 applications for over \$6 billion, the GLO released award notifications in the Spring of 2021. The detail below covers Public Management, Inc.'s performance during the historic competition as well as highlights the services that are currently being provided.



APPLICATION PREPARATION

Our Team developed and submitted 24 applications for over \$634 million spanning 20 jurisdictions and impacting nearly 1 million calculated beneficiaries.



CONTRACT AWARDS

Of the 24 applications submitted 12 were awarded contracts totaling \$192 million. Given the fact that less than 1/3 of all applications submitted were awarded, our award ratio of 50% far exceeds the average within the State. This further proves the ability of our Team to understand these programs and deliver for our clients.



CONTRACT INITIATION

All 12 of our CDBG-MIT contracts have been initiated with Kick-off meetings with the GLO. Our Team has submitted all preliminary administrative start-up documents and the engineers are fully contracted and actively working through the project design.



ENVIRONMENTAL REVIEW

All environmental services are being preformed in-house with Public Management, Inc. staff. All CDBG-MIT contracts are currently working through the environmental process and some have already received environmental clearance and are pending construction procurement.



FINANCIAL MANAGEMENT

Due to our experience with GLO CDBG programs, as well as our familiarity with their System Management (TIGR), we have requested and received millions of dollars to cover the professional service costs (administration, engineering, environmental). We are able to effectively track the invoices and document the payments for the GLO to reimburse to our clients.



PROGRAM COMPLIANCE

All 12 of our CDBG-MIT contracts are in compliance with the GLO program requirements. Contract timelines remain unphased and we anticipate having all contracts under construction in the next 9 months.



CITY OF PASADENA

AWARDED \$47.7 MILLION
CDBG-MIT

Major drainage improvements in
North Pasadena.



CITY OF DICKINSON

AWARDED \$49.7 MILLION
CDBG-MIT

Two Phase Flood Diversion project to
move water into the Dickinson Bayou.



CITY OF BAYTOWN

AWARDED \$32.7 MILLION
CDBG-MIT Harvey &
\$7.3 million CDBG-MIT 2016 Flood

Complete site & system improvement at
East District WWTP &
Texas Avenue Drainage



CITY OF LA PORTE

AWARDED \$11.4 MILLION
CDBG-MIT

Major drainage improvements in
North Side of City.



CITY OF NEW WAVERLY

AWARDED \$6.6 MILLION
CDBG-MIT

Construct New WWTP



CITY OF ANAHUAC

AWARDED \$3.5 MILLION
CDBG-MIT

Water Treatment Plant
Improvements



CITY OF CUERO

AWARDED \$4.3 MILLION
CDBG-MIT

Water System Improvements
throughout the City



CITY OF EL CAMPO

AWARDED \$14.9 MILLION
CDBG-MIT

Tres Palacios River channel widening
& bridge replacement



CITY OF BRENNHAM

AWARDED \$5 MILLION
CDBG-MIT Harvey &
\$3.4 million CDBG-MIT 2016 Flood

Major drainage improvements at
various locations throught the City

MITIGATION IMPACT

The impact of our collective efforts not only improve critical infrastructure, but we are changing lives in the communities we serve.

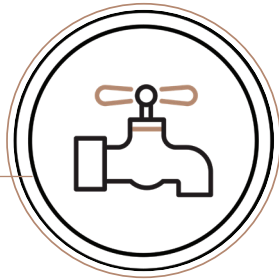
Beneficiaries



PROJECT BENEFICIARIES

Collectively, our projects are benefiting over 100,000 individuals and families. Project impact areas have been developed to provide maximum benefit.

Infrastructure



INFRASTRUCTURE IMPROVEMENTS

The proposed improvements include three (3) treatment plants, over 30 miles of drainage, over ten (10) miles of water lines, and two (2) detention ponds.

Regional Impact



LONG-TERM BENEFITS

During the project development phase our team evaluated projects that included holistic and regional impacts.

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

2015 - PRESENT
Public Management, Inc.

PRESIDENT

2014 - 2014
Public Management, Inc.

CHIEF OPERATIONS OFFICER

2009 - 2013
Public Management, Inc.

PROJECT MANAGER

EDUCATION

2007 - 2009
Texas A&M University

M.A. PUBLIC ADMINISTRATION

2001 - 2006
Missouri Valley College

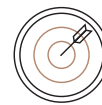
B.A. SOCIOLOGY



Implemented unique Project Management system to improve overall contract management and project efficiencies.



Managed or directed over \$500 million project initiatives since 2014.



Coordinated programmatic Improvements to various CDBG programs (TDA, GLO)

THOMAS QUINTERO

PROJECT MANAGER & GIS TECHNICIAN



EXPERIENCE

2021 - PRESENT
Public Management, Inc.

PROJECT MANAGER / GIS TECHNICIAN

2020 - 2021
City of Detroit

GIS ANALYST

2020 - 2020
NASA DEVELOP

GIS ANALYST INTERN

EDUCATION

2016 - 2020
University of Texas

B.S. GEOLOGY



Currently managing CDBG-MIT and ARPA contracts for the City of Pasadena totaling nearly \$90 million.



Certified CDBG Project Manager



Provides all GIS Mapping and analytics for South East Texas Region

John Reed

PROJECT MANAGER



EXPERIENCE

2020 - PRESENT

Public Management, Inc.

PROJECT MANAGER

2018 - 2029

Nueces Co. Office of EM

PROJECT MANAGER / COMPLIANCE SPECIALIST

2011 - 2015

United States Army

ALLSOURCE INTELLIGENCE ANALYST

EDUCATION

2018 - 2019

Texas A&M University

M.A. PUBLIC ADMINISTRATION

2015 - 2017

Texas A&M University

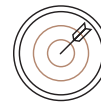
B.A. CRIMINAL JUSTICE



Manages disaster recovery & mitigation contracts in HGAC, GCRPC, and CBCOG regions



Certified CDBG Project Manager



Provides ongoing feedback for risk management, mitigation, and prevention.

NICHOLAS J. HOUSTON

VICE PRESIDENT



EXPERIENCE

2015 - PRESENT

Public Management, Inc.

VICE PRESIDENT

2006 - 2014

Public Management, Inc.

PROJECT MANAGER

2005 - 2006

Bridge Capital

LOAN OFFICER

EDUCATION

1997 - 2003

Sam Houston State Univ.

B.B.A FINANCE



Acting Chief Financial Officer for Public Management, Inc. Maintains stringent financial and budgetary policies.



Over a decade of project management experience with disaster recovery projects.



Leads project timeliness initiatives for all active contracts

PROPOSED COST OF SERVICES

"The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations."

- City of Baytown



**PUBLIC
MANAGEMENT**
EST. 1982



October 6, 2022

Kierra Nance
City Clerk
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Ms. Nance:

Public Management, Inc.'s proposed fee for Administrative Service is based on the Houston Galveston Area Council of Governments (HGAC) Method of Distribution (MOD) allocation to the City of La Marque in the amount of \$4,165,500.00. A fixed fee of \$199,000.00 is being proposed to assist with all aspects of grant management from Application Preparation to Contract Closeout. This cost is approximately 4.80% of the City's allocation and less than the GLO's recommended Project Delivery / Administration Services Caps.

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following page, our fee schedule and hourly rates are in-line with other established schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit for is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements; financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,

Patrick K. Wiltshire
President



APPLICATION PREPARATION

There is no charge for application development, preparation and submission. Public Management, Inc. performs application services free of charge when selected for Grant Administration Services.

PROJECT DELIVERY / ADMINISTRATIVE SERVICES

<u>CDBG-MIT Grant Amount</u>	<u>Percentage Factor</u>	<u>Fee Not to Exceed</u>
\$0 - \$249,999.99	9.00%	\$22,500.00
\$250,000.00 - \$749,999.99	8.00%	\$60,000.00
\$750,000.00 - \$999,999.99	7.00%	\$70,000.00
\$1,000,000.00 – \$5,000,000.00	4.80%	\$275,000.00
\$5,000,001.00 - \$10,000,000.00	5.00%	\$525,000.00
\$10,000,001.00 - \$20,000,000.00	5.00%	\$1,000,000.00
\$20,000,001.00 - \$24,999,999.99	5.00%	\$1,250,000.00
\$25,000,000.00 - \$30,000,000.00	4.75%	\$1,425,000.00
\$30,000,001.00 - \$40,000,000.00	4.50%	\$1,800,000.00
\$40,000,001.00 - \$50,000,000.00	4.25%	\$2,125,000.00
\$50,000,001.00 - \$75,000,000.00	4.00%	\$3,000,000.00
\$75,000,001.00 - \$100,000,000.00	3.75%	\$3,750,000.00

PUBLIC MANAGEMENT, INC. 2022 HOURLY RATE

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

COMMUNITY DEVELOPMENT AND REVITALIZATION

CDBG-MIT

Texas General Land Office, P.O. Box 12873, Austin, Texas 78711-2873

844-893-8937 or 512.475.5000 cdr@recovery.texas.gov



► CDBG-MIT PROJECT CAPS

Project Delivery

Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. For instance, applicants may choose to utilize a portion of their project delivery grant funds to supplement costs for their single audit, pay for document staff administration efforts.

Project Delivery costs should be estimated according to the total grant request for the application and included in the application budget. The maximum allowable project delivery cost per grant shall be less than or equal to the caps as outlined here.

TOTAL CDBG-MIT AWARD (Non-Housing activities)	PERCENTAGE CAP
\$249,999.99 or less	13%
\$250,000-\$749,999.99	11%
\$750,000-\$999,999.99	10%
\$1 million-\$24,999,999.99	8%
\$25 million or over	6%

Applicants may choose to self-administer for eligible local in-house grant administration services and/or costs, procure a third-party grant administrator, or a combination of the two.

Each application must clearly establish the portion of CDBG-MIT funds to be used to pay for third-party vendor grant administration services, and the portion retained to reimburse the applicant.

Housing-related mitigation activities are allowable up to 12 percent of program amounts for costs directly related to implementation.

Engineering and design activities will be capped at 15 percent of the total project award unless special services are necessary; in such cases, the GLO must review and approve the request.

Jurisdiction *	HUDMID Allocation Zip code Portion						HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMID Allocation	Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
	77320	77414	77423	77482	77493	78934												
Alvin city	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000,500	\$6,000,500	\$0	\$6,000,500	1.35%	0.00%	1.23%	50%	\$3,000,250	\$0	\$3,000,250	
Ames city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Anahuac city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Angleton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,792,900	\$1,792,900	\$0	\$1,792,900	0.40%	0.00%	0.37%	50%	\$896,450	\$0	\$896,450	
Arcola city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Austin county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,750,100	\$6,750,100	0.00%	15.59%	1.38%	50%	\$0	\$3,375,050	\$3,375,050	
Bailey's Prairie village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bay City city (77414)	\$0	\$3,189,500	\$0	\$0	\$0	\$0	\$0	\$3,189,500	\$0	\$3,189,500	0.72%	0.00%	0.65%	50%	\$1,594,750	\$0	\$1,594,750	
Bayou Vista city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Baytown city (Chambers County)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,686,900	\$2,686,900	\$0	\$2,686,900	0.60%	0.00%	0.55%	50%	\$1,343,450	\$0	\$1,343,450	c
Beach City city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Beasley city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bellaire city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Bellville city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bonney village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brazoria city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brazoria county	\$0	\$0	\$0	\$0	\$0	\$0	\$43,326,900	\$43,326,900	\$0	\$43,326,900	9.73%	0.00%	8.86%	50%	\$21,663,450	\$0	\$21,663,450	
Brazos Country city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brookshire city (77423)	\$0	\$0	\$1,310,000	\$0	\$0	\$0	\$0	\$1,310,000	\$0	\$1,310,000	0.29%	0.00%	0.27%	50%	\$655,000	\$0	\$655,000	
Brookside Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,580,200	\$1,580,200	\$0	\$1,580,200	0.35%	0.00%	0.32%	50%	\$790,100	\$0	\$790,100	
Bunker Hill Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Chambers county	\$0	\$0	\$0	\$0	\$0	\$0	\$14,923,200	\$14,923,200	\$0	\$14,923,200	3.35%	0.00%	3.05%	50%	\$7,461,600	\$0	\$7,461,600	
Clear Lake Shores city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Cleveland city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,498,300	\$1,498,300	\$0	\$1,498,300	0.34%	0.00%	0.31%	50%	\$749,150	\$0	\$749,150	
Clute city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,220,900	\$1,220,900	\$0	\$1,220,900	0.27%	0.00%	0.25%	50%	\$610,450	\$0	\$610,450	
Colorado county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,284,400	\$5,284,400	0.00%	12.21%	1.08%	50%	\$0	\$2,642,200	\$2,642,200	
Columbus city (78934)	\$0	\$0	\$0	\$0	\$0	\$1,018,300	\$0	\$1,018,300	\$0	\$1,018,300	0.23%	0.00%	0.21%	50%	\$509,150	\$0	\$509,150	
Conroe city	\$0	\$0	\$0	\$0	\$0	\$0	\$7,584,700	\$7,584,700	\$0	\$7,584,700	1.70%	0.00%	1.55%	50%	\$3,792,350	\$0	\$3,792,350	
Cove city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Cut and Shoot city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Daisetta city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Danbury city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Dayton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,453,600	\$1,453,600	\$0	\$1,453,600	0.33%	0.00%	0.30%	50%	\$726,800	\$0	\$726,800	
Dayton Lakes city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Deer Park city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Devers city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Dickinson city	\$0	\$0	\$0	\$0	\$0	\$0	\$15,761,000	\$15,761,000	\$0	\$15,761,000	3.54%	0.00%	3.22%	50%	\$7,880,500	\$0	\$7,880,500	
Eagle Lake city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
East Bernard city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
El Campo city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,554,100	\$1,554,100	\$0	\$1,554,100	0.35%	0.00%	0.32%	50%	\$777,050	\$0	\$777,050	
El Lago city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Fairchilds village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Fort Bend county	\$0	\$0	\$0	\$0	\$0	\$0	\$56,030,000	\$56,030,000	\$0	\$56,030,000	12.58%	0.00%	11.46%	50%	\$28,015,000	\$0	\$28,015,000	
Freeport city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,838,000	\$1,838,000	\$0	\$1,838,000	0.41%	0.00%	0.38%	50%	\$919,000	\$0	\$919,000	
Friendswood City (Galveston County)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,636,100	\$4,636,100	\$0	\$4,636,100	1.04%	0.00%	0.95%	50%	\$2,318,050	\$0	\$2,318,050	c
Fulshear city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Galena Park city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Galveston city	\$0	\$0	\$0	\$0	\$0	\$0	\$15,761,400	\$15,761,400	\$0	\$15,761,400	3.54%	0.00%	3.22%	50%	\$7,880,700	\$0	\$7,880,700	
Galveston county	\$0	\$0	\$0	\$0	\$0	\$0	\$18,221,200	\$18,221,200	\$0	\$18,221,200	4.09%	0.00%	3.73%	50%	\$9,110,600	\$0	\$9,110,600	
Hardin city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Harris county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hedwig Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hempstead city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Hillcrest village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Hilshire Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hitchcock city	\$0	\$0	\$0	\$0	\$0	\$0	\$3,864,200	\$3,864,200	\$0	\$3,864,200	0.87%	0.00%	0.79%	50%	\$1,932,100	\$0	\$1,932,100	

	HUDMID Allocation Zip code Portion						HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMID Allocation	Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
Jurisdiction *	77320	77414	77423	77482	77493	78934												
Holiday Lakes town	\$0	\$0	\$0	\$0	\$0	\$0	\$1,582,000	\$1,582,000	\$0	\$1,582,000	0.36%	0.00%	0.32%	50%	\$791,000	\$0	\$791,000	
Houston City (Fort Bend and Montgomery County)	\$0	\$0	\$0	\$0	\$0	\$0	\$9,232,700	\$9,232,700	\$0	\$9,232,700	2.07%	0.00%	1.89%	50%	\$4,616,350	\$0	\$4,616,350	c
Humble city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hunters Creek Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Huntsville city (77320)	\$932,600	\$0	\$0	\$0	\$0	\$0	\$0	\$932,600	\$1,323,600	\$2,256,200	0.21%	3.06%	0.46%	50%	\$466,300	\$661,800	\$1,128,100	
Industry city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Iowa Colony	\$0	\$0	\$0	\$0	\$0	\$0	\$958,800	\$958,800	\$0	\$958,800	0.22%	0.00%	0.20%	50%	\$479,400	\$0	\$479,400	d
Jacinto City city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Jamaica Beach city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Jersey Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Jones Creek village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Katy City (Fort Bend County, Zipcode 77493)	\$0	\$0	\$0	\$0	\$769,500	\$0	\$358,600	\$1,128,100	\$0	\$1,128,100	0.25%	0.00%	0.23%	50%	\$564,050	\$0	\$564,050	c
Kemah city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Kendleton city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Wrenfield town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
La Marque city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,165,500	\$4,165,500	\$0	\$4,165,500	0.94%	0.00%	0.85%	50%	\$2,082,750	\$0	\$2,082,750	
La Porte city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Lake Jackson city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,138,700	\$2,138,700	\$0	\$2,138,700	0.48%	0.00%	0.44%	50%	\$1,069,350	\$0	\$1,069,350	
League City city (Galveston County)	\$0	\$0	\$0	\$0	\$0	\$0	\$15,561,500	\$15,561,500	\$0	\$15,561,500	3.49%	0.00%	3.18%	50%	\$7,780,750	\$0	\$7,780,750	c
Liberty city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,684,300	\$2,684,300	\$0	\$2,684,300	0.60%	0.00%	0.55%	50%	\$1,342,150	\$0	\$1,342,150	
Liberty county	\$0	\$0	\$0	\$0	\$0	\$0	\$21,274,200	\$21,274,200	\$0	\$21,274,200	4.78%	0.00%	4.35%	50%	\$10,637,100	\$0	\$10,637,100	
Liverpool city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Magnolia city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Manvel city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,557,300	\$1,557,300	\$0	\$1,557,300	0.35%	0.00%	0.32%	50%	\$778,650	\$0	\$778,650	
Matagorda Count (77414, 77482)	\$0	\$2,065,700	\$0	\$680,700	\$0	\$0	\$0	\$2,746,400	\$5,301,900	\$8,048,300	0.62%	12.25%	1.65%	50%	\$1,373,200	\$2,650,950	\$4,024,150	
Meadows Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Missouri City city (Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$5,070,900	\$5,070,900	\$0	\$5,070,900	1.14%	0.00%	1.04%	50%	\$2,535,450	\$0	\$2,535,450	c
Mont Belvieu city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Montgomery city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Montgomery county	\$0	\$0	\$0	\$0	\$0	\$0	\$60,375,000	\$60,375,000	\$0	\$60,375,000	13.55%	0.00%	12.35%	50%	\$30,187,500	\$0	\$30,187,500	
Morgan's Point city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Nassau Bay city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Needville city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
New Waverly city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
North Cleveland city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Oak Ridge North city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Old River-Winfree city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Orchard city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Oyster Creek city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Palacios city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,384,700	\$1,384,700	0.00%	3.20%	0.28%	50%	\$0	\$692,350	\$692,350	
Panorama Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Pasadena city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Pattison city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Patton Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,259,100	\$1,259,100	\$0	\$1,259,100	0.28%	0.00%	0.26%	50%	\$629,550	\$0	\$629,550	
Pearland City (Brazoria and Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$14,008,900	\$14,008,900	\$0	\$14,008,900	3.14%	0.00%	2.87%	50%	\$7,004,450	\$0	\$7,004,450	c
Pine Island town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Piney Point Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Peak village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Plum Grove city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Prairie View city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Quintana town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Regional Priority Projects (H-GAC Allocation)	\$0	\$0	\$0	\$0	\$0	\$0	\$50,700,000	\$50,700,000	\$11,300,200	\$62,000,200	11.38%	26.10%	12.69%	50%	\$25,350,000	\$5,650,100	\$31,000,100	
Richmond city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,535,500	\$1,535,500	\$0	\$1,535,500	0.34%	0.00%	0.31%	50%	\$767,750	\$0	\$767,750	
Richwood city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,456,500	\$2,456,500	\$0	\$2,456,500	0.55%	0.00%	0.50%	50%	\$1,228,250	\$0	\$1,228,250	
Riverside city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Roman Forest city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a

Jurisdiction *	HUDMID Allocation Zip code Portion						HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMD Allocation	Total Allocation	HUDMID Allocation Share	STMD Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMD LMI Amount	Total LMI Amount	Footnote
	77320	77414	77423	77482	77493	78934												
Rosenberg city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,121,300	\$4,121,300	\$0	\$4,121,300	0.93%	0.00%	0.84%	50%	\$2,060,650	\$0	\$2,060,650	
San Felipe town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sandy Point city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Santa Fe city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,743,700	\$2,743,700	\$0	\$2,743,700	0.62%	0.00%	0.56%	50%	\$1,371,850	\$0	\$1,371,850	
Seabrook city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Sealy city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Shenandoah city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Shoreacres city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Simonton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,559,100	\$1,559,100	\$0	\$1,559,100	0.35%	0.00%	0.32%	50%	\$779,550	\$0	\$779,550	
South Frydek city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
South Houston city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Southside Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Splendora city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Spring Valley Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Stafford city (Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,228,100	\$1,228,100	\$0	\$1,228,100	0.28%	0.00%	0.25%	50%	\$614,050	\$0	\$614,050	c
Stagecoach town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sugar Land city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,063,600	\$4,063,600	\$0	\$4,063,600	0.91%	0.00%	0.83%	50%	\$2,031,800	\$0	\$2,031,800	
Surfside Beach city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sweeny city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Taylor Lake Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Texas City city	\$0	\$0	\$0	\$0	\$0	\$0	\$8,012,700	\$8,012,700	\$0	\$8,012,700	1.80%	0.00%	1.64%	50%	\$4,006,350	\$0	\$4,006,350	
Thompsons town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Tiki Island village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Tomball city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Walker County (77320)	\$1,281,200	\$0	\$0	\$0	\$0	\$0	\$0	\$1,281,200	\$4,893,800	\$6,175,000	0.29%	11.30%	1.26%	50%	\$640,600	\$2,446,900	\$3,087,500	
Waller city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Waller County (77423, 77493)	\$0	\$0	\$1,554,100	\$0	\$163,000	\$0	\$0	\$1,717,100	\$7,057,300	\$8,774,400	0.39%	16.30%	1.80%	50%	\$858,550	\$3,528,650	\$4,387,200	
Wallis city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Webster city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Weimar city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
West Columbia city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
West University Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Weston Lakes city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Wharton city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,360,800	\$4,360,800	\$0	\$4,360,800	0.98%	0.00%	0.89%	50%	\$2,180,400	\$0	\$2,180,400	
Wharton county	\$0	\$0	\$0	\$0	\$0	\$0	\$11,758,500	\$11,758,500	\$0	\$11,758,500	2.64%	0.00%	2.41%	50%	\$5,879,250	\$0	\$5,879,250	
Willis city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Woodbranch city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Woodloch town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Total Allocation	\$2,213,800	\$5,255,200	\$2,864,100	\$680,700	\$932,500	\$1,018,300	\$432,501,400	\$445,466,000	\$43,296,000	\$488,762,000	100.00%	100.00%	100.00%	50%	\$222,733,000	\$21,648,000	\$244,381,000	

Footnote
a- This city did not meet the minimum allocation threshold, and thus had its allocation rolled up to its County.
b- Harris County and its cities are excluded from this MOD as Harris County received a direct allocation of \$750M from Texas General Land Office.
c- This city's allocation excludes the Harris County portion of the city. Harris County cities receiving initial allocations from portions of their city in other counties may not use this allocations for Harris County projects. Funds allocated to these cities as part of re-allocation of declined funds can be used for Harris County projects.
d- This MOD reflects that H-GAC submitted and received a waiver of the minimum allocation threshold for jurisdictions whose allocations are within 10% of the \$1M threshold.
*- Zip codes/ Counties in the parenthesis reflect where the HUDMID allocation can be spent.

APPROACH & METHODOLOGY

"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."

- City of El Campo

WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.

METHODOLOGY

The Team will immediately begin conducting application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These will set the stage for comprehensive understanding of the program and allow the City to secure funding in a timely manner.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review process and report the status back to the City. If an application is scheduled for award, the Team will notify the City of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the funding agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability and efficiency for the City.



APPLICATION PREPARATION

Securing funding is critical to recovery. Our Team has a proven process to identify project needs and develop award winning applications.



CONTRACT MANAGEMENT

The Team will ensure the contract remains in full compliance with all applicable state and federal regulations as well as meet the timeline & budget requirements.



PROJECT MANAGEMENT

Our Team has decades of experience guiding our clients through the road to recovery. We have secured over \$500 million in disaster recovery initiatives.



PRE-FUNDING SERVICES

Let's start at the beginning, when your project is little more than a "What if?" Working together, we will help the City define what's important and look ahead to what's next.

Application Preparation

The Team will prepare the application as directed by the City to apply for the available funding adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application.

1. SCHEDULE DEVELOPMENT

Evaluate funding requirements and develop an application timeline. Focus will be given to major development milestones with required deliverables.

2. PROGRAM REVIEW

Present program details and application requirements. Cover submission requirements and critical document development.

3. MEETING COORDINATION

Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure application and schedule compliance.

4. CITIZEN PARTICIPATION

Coordinate public meetings and outreach efforts that are defined in local Citizen Participation Plan. In some cases, this may include the development of appropriate citizen participation plans.

5. PROJECT DEVELOPMENT

Work with the engineer and staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

6. BENEFICIARY REVIEW

Assess project impact area to determine appropriate beneficiary methodology. Review census data to determine applicability and advise on the necessity of project area income survey.

7. PRELIMINARY ENVIRONMENTAL REVIEW

Conduct environmental impact analysis to determine project effects in flood prone regions, wetlands, as well as endangered species.

8. MAPPING

Generate quality maps which depict the project and benefit area. Maps will be used to detail project location as well as environmental impact.

9. APPLICATION COMPLETION & SUBMISSION

Compile finalized application material, including approved budget and project impact detail, and prepare for submission. Complete electronic records will be maintained for reference.



POST-FUNDING SERVICES

A little help and guidance can go a long way on the road to recovery. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.

1. ADMINISTRATIVE DUTIES

The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meeting to determine goals/objectives, reporting and project progress dissemination, as well as the overall contract maintenance. The development of clear communication between the District and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

2. RECORD KEEPING

The Team will assist the with developing and maintaining all records generated by the program. This includes all records required by the funding agency and the District (i.e. program management records) in both physical and digital formats.

3. FINANCIAL MANAGEMENT

The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will develop and submit payment requests in line with contract milestones, as well as monitor the District's financial system.

4. CONSTRUCTION MANAGEMENT

The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents and application. This includes on-site visitations, document control and scope realignment, and project meetings.

5. REAL PROPERTY ACQUISITION (AS APPLICABLE):

The Team will assist with preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property. This includes following appropriate federal regulations and detailed by the Uniform Act (i.e. administrative coordination of parcel selection, value determination, outreach/correspondence, offer/settlement).

6. ENVIRONMENTAL SERVICES

The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable. On-site visits and appropriate consultation will be conducted to ensure environmental clearance.

7. CIVIL RIGHTS REQUIREMENTS

The Team will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the District and its contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

8. PROCUREMENT/BIDDING/CONTRACTING:

The Team will advise on the implementation of appropriate procurement procedures to obtain professional and construction services necessary to complete the project(s). This includes ensuring compliance with Local Government Code Chapter 252 as well as 2 CFR 200.320.

9. LABOR STANDARDS MONITORING:

The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The program will be structured so that all procurement procedures and contracts will meet equal opportunity requirements. This includes compliance with the Davis-Bacon Act, Fair Labor Standards Act, Contract Work Hours & Safety Standards Act, as well as other prevailing labor requirements.

10. FORCE ACCOUNT (AS APPLICABLE):

The Team will assist the City in preparing force account documentation for the project and will consolidate this information for suitable presentation to the funding agency. Record development, review and maintenance will be coordinated to ensure project milestones are tracked and costs are reimbursed.

11. CONTRACT CLOSE-OUT ASSISTANCE:

The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the District in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

PROJECT APPROACH

The Team will utilize local staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The City will have access to the Team and our methodology ensures that the City will be informed throughout the course of the project.

Our holistic approach to disaster recovery and project management provide the City with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

The following page details a typical project timeline from procurement and application development through contract award and closeout. Although project complexities, as well as other extenuating circumstances, may alter the schedule it is presented here for reference and an understanding of the overall process.

PROJECT TIMELINE																																	
ACTIVITY	DURATION IN MONTHS																																
	1	2	3	4	5	6	Application Submission (6-12 Month Delay)	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
Procurement																																	
Application Development																																	
Contract Award																																	
Preliminary Administration																																	
Environmental & Design																																	
Project Bid																																	
Start of Construction																																	
50% Complete																																	
100% Complete																																	
Closeout																																	

PROCUREMENT

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2
MONTHS

APPLICATION DEVELOPMENT

- Eng. Project Justification
- High Quality Maps
- Service Area/Benefit Map
- Alternate Project List
- CIP Plan
- Beneficiary Verification
- Public Hearing
- Application Development
- Resolution
- Final Notice
- Application Submission

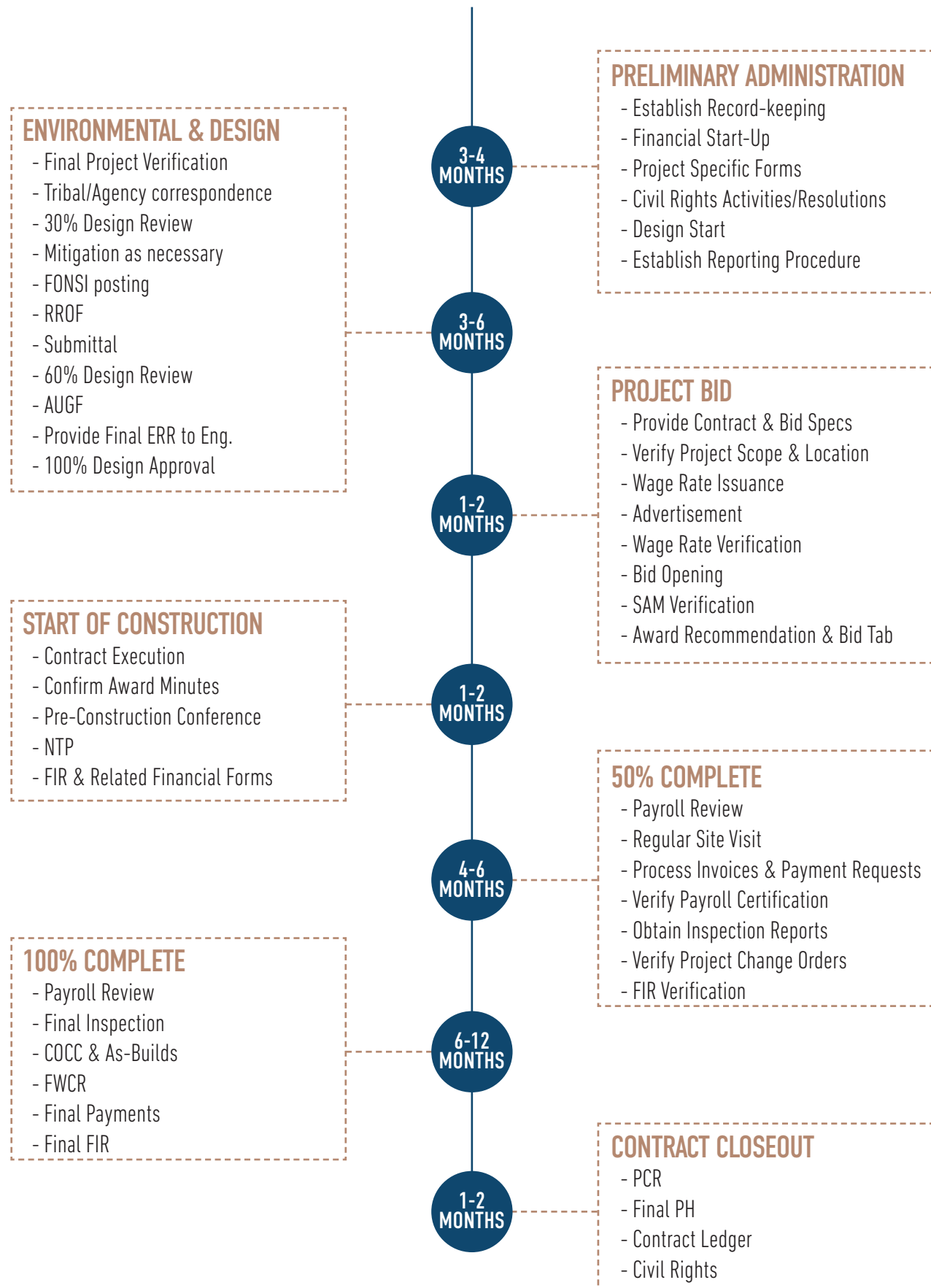
3-4
MONTHS

Application Submission (6-12 Month Delay)

CONTRACT AWARD

- Contract Execution
- Award Call/Kickoff Meeting
- On-Site Visit
- ERR Start-Up
- PS & Budget Review
- Update Maps as Necessary
- Confirm Alternate as Necessary

1-2
MONTHS



REFERENCES

"The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future."

- City of Beaumont

DECADES OF COMMITMENT

SINCE 1991, WE HAVE GUIDED CHAMBERS COUNTY THROUGH A VARIETY OF COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, AND DISASTER RECOVERY INITIATIVES. NEARLY THREE DECADES LATER, OUR TEAM HAS MANAGED OVER \$64 MILLION IN GRANT-FUNDED PROJECTS WHICH HAVE SPURRED DEVELOPMENT AND IMPROVED PUBLIC INFRASTRUCTURE.

REFERENCE:
CHAMBERS COUNTY, TEXAS



CONTACT INFORMATION

Name: Samantha Humphrey
Title: Dir. Economic Dev. & Grants
Phone: (409) 267-2695
Email: shumphrey@chamberstx.gov

WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION.

CLIENT CHALLENGES

Balance progressive ideas for growth with a conservative approach to budgets and financing

Offset local expenditures for infrastructure improvements

Achieve long-term disaster recovery mitigation and define goals for community development

OUR SOLUTIONS

Applied for, secured and managed grant funding to subsidize capital improvements and mitigate future disasters

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

Created significant ROI and value through strategy, planning and project management

Secured over \$64 million

Substantial improvements to critical infrastructure.

REFERENCE:
DICKINSON,
TEXAS



CONTACT INFORMATION

Name: Chaise A. Cary
Title: Assistant City Manager
Phone: (281) 337-6286
Email: CCary@dickinsontexas.gov

OUR SERVICE TO THE CITY OF DICKINSON EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM LONG-RANGE PLANNING, TO SECURING PUBLIC INFRASTRUCTURE FUNDING FOR MAJOR DISASTER RECOVERY PROJECTS, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY THROUGH CRITICAL INITIATIVES AND SECURED OVER \$90 MILLION.

FOCUSED ON SUSTAINABILITY

WE FOCUS ON IMPACTS AND OUTCOMES TO DRIVE COMMUNITY NEEDS AND NAVIGATE THE ARRAY OF FUNDING OPPORTUNITIES.

CLIENT CHALLENGES

Identify and prioritize a large number of community development and disaster recovery projects

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

Advised on state and federal regulations and developed programs aimed at effective implementation

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

Secured over \$90 million in community development & disaster recovery funding

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

WE UNDERSTAND THAT LASTING IMPROVEMENTS ARE INCREMENTAL AND WE ARE COMMITTED TO HELP YOUR COMMUNITY ACCOMPLISH YOUR GOALS AND TO REDUCE YOUR ADMINISTRATIVE BURDEN IN ACHIEVING SUCCESS.

DEDICATION TO OUR CLIENTS

OUR SERVICE TO THE CITY OF BEAUMONT EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING PUBLIC FACILITIES TO SECURING FUNDING FOR MAJOR PUBLIC INFRASTRUCTURE PROJECTS, OUR TEAM HAS GUIDED THE CITY THROUGH SIGNIFICANT RECOVERY INITIATIVES.

CONTACT INFORMATION

Name: Bart Bartkowiak
Title: Director of Public Works
Phone: (409) 880-3752
Email: Bart.Bartkowiak@beaumonttexas.gov



REFERENCE:
**BEAUMONT,
TEXAS**

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$62 million in grant funding

Helped to create a more sustainable community

GOAL DRIVEN

WE ARE ADMINISTERING AND ADVISING THE CITY OF PASADENA ON VARIOUS LARGE SCALE CAPITAL PROJECTS ASSOCIATED WITH NEARLY \$90 MILLION IN FEDERAL FUNDING. PASADENA EXEMPLIFIES THE DESIRED CLIENT RELATIONSHIP OF COMMITMENT TO ASSIST WITH ALL DISASTER RECOVERY AND PLANNING NEEDS.

REFERENCE:
PASADENA,
TEXAS



CONTACT INFORMATION

Name: Mark Gardemal, PE
Title: Dep. Director/Public Works
Phone: (713) 475-5573
Email: MGardemal@pasadenatx.gov

WE ARE DEDICATED TO HELPING CLIENTS UTILIZE
THE BEST FUNDING SOURCE TO COMPLETE EACH PROJECT

CLIENT CHALLENGES

Undersized and deteriorated drainage throughout town

Highly susceptible to flooding during major rain and disaster events

Impacted by every major disaster since Tropical Storm Allison

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

Navigating funding opportunities to address large scale flood mitigation initiatives.

THE RESULTS

Secured the third highest CDBG-MIT competition award of \$47.2 million for Flood mitigation

Selected to Administer the City's ARPA funds in the amount of \$40.1 million.

Providing comprehensive administration services for nearly \$90 million

**REFERENCE:
BAYTOWN
TEXAS**



SINCE 2008, PUBLIC MANAGEMENT, INC. HAS HELPED THE CITY OF BAYTOWN OBTAIN AND MANAGE APPROXIMATELY \$73 MILLION IN GRANT FUNDING. AIMED AT DISASTER RECOVERY AND MITIGATION, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED INITIATIVES FOR CRITICAL INFRASTRUCTURE RANGING FROM TREATMENT FACILITIES AND FLOOD MITIGATION.

CONTACT INFORMATION INFORMATION

Name: Frank O. Simoneaux
Title: Director PW & Engineering
Phone: (281) 420-5312
Email: frank.simoneaux@baytown.org

LONG-TERM RELATIONSHIP & RENEWED COMMITMENT

WE BUILD RELATIONSHIPS TO LAST DECADES BY COMMITTING OURSELVES
TO YOUR COMMUNITY DAILY

CLIENT CHALLENGES

Balance critical infrastructure needs amid conditions of coastal communities

Making the city more resilient

Incorporating long-term plan to identify capital improvements that guide project development

OUR SOLUTIONS

Applying for infrastructure grants for immediate needs

Facilitating and scheduling project coordination to ensure funding opportunities are met

Navigating the complicated grant application and program implementation phases to ensure compliance.

THE RESULTS

Maximized local funds by leveraging with no and low percentage matching grants

Reconstructed and hardened water and sewer systems to better handle frequent floods

Responded to every major disaster since 2008 with funding over \$73 million

REQUIRED FORMS

"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."

- City of Hico

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.

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.

N/A

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

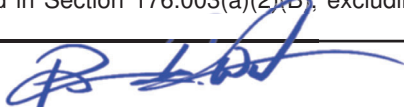
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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.

N/A

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).

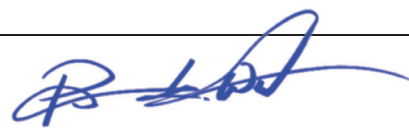
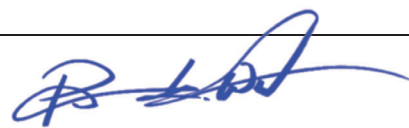
7  10/06/2022

Signature of vendor doing business with the governmental entity

Date

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <u>Public Management, Inc.</u> Prime _____ Subawardee _____ Tier If Known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> Congressional District, if known: _____
6. Federal Department/Agency: <u>United States Department of Housing and Urban Development (HUD)</u>		7. Federal Program Name/Description: <u>CDBG-MIT</u> CFDA Number, if applicable _____
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ <u>TDB</u>	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <u>N/A</u>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>10/06/2022</u>	
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Public Management

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

* First Name:

Patrick

Middle Name:

* Last Name:

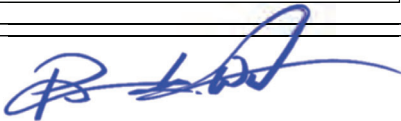
Wiltshire

Suffix:

* Title:

President and CEO

* SIGNATURE:



* DATE:

10/06/2022

Certification Regarding Lobbying

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

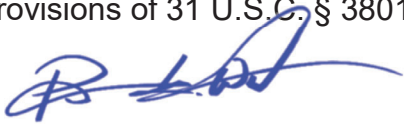
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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



Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO

Printed Name and Title of Contractor's Authorized Official

10/06/2022

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

Public Management, Inc.
Houston, TX United States

Certificate Number:
2022-941506

Date Filed:
10/06/2022

Date Acknowledged:

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

City of La Marque

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.

CDBG-MIT Regional MOD
Administration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McAdams, Jake	Houston, TX United States	X	
	Coignet, Kenneth	Houston, TX United States	X	
	Houston, Nicholas	Houston, TX United States	X	
	Wiltshire, Patrick	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick K. Wiltshire, and my date of birth is 7/22/1982.

My address is 3051 Coreopsis Court, Dickinson, TX, 77539, .
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 6 day of October, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2022

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 Soules Insurance Agency, LP 701 N San Jacinto Conroe TX 77301	CONTACT NAME: PHONE (A/C, No, Ext): 936-756-0671 E-MAIL ADDRESS: soules@soulesinsurance.com FAX (A/C, No): 936-756-6877
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 108 Houston TX 77032	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: TEXAS MUTUAL INSURANCE COMPANY INSURER C: Admiral Insurance Co. INSURER D: INSURER E: INSURER F:
License#: 1814359 PUBLMAN-01	NAIC # 29459 22945 24856

COVERAGES**CERTIFICATE NUMBER:** 80716312**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:			61SBABC6778	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			61SBABC6778	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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		0002019787	9/1/2022	9/1/2023	☒ 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			EO00003595406	12/13/2021	12/13/2022	Each Claim \$1,000,000 Aggregate \$1,000,000

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

The GL & Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The GL, Auto, & WC policies include a blanket automatic waiver of subrogation endorsement and an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder. The policies contain a special endorsement with "primary and noncontributory" wording.

CERTIFICATE HOLDER**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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Sort by

Expiration Date Ascendin

PUBLIC MANAGEMENT INC

● Active Registration



Unique Entity ID:
DL1PFHMDM786

CAGE/NCAGE:
6QDN5

Purpose of Registration:
All Awards

Physical Address:
**15355 VANTAGE PKWY W, STE 108
HOUSTON, TX 77032-1975 USA**

Expiration Date

Jul 27, 2023



PUBLIC MANAGEMENT INC

Unique Entity ID DL1PFHMDM786	CAGE / NCA 6QDN5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 27, 2023	
Physical Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	Mailing Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	

Business Information

Doing Business as (blank)	Division Name Public Management, Inc.	Division Number Public Man
Congressional District Texas 18	State / Country of Incorporation Texas / United States	URL www.publicmgt.com
MPIN *****1982		

Registration Dates

Activation Date Aug 11, 2022	Submission Date Jul 27, 2022	Initial Registration Date Apr 17, 2012
--	--	--

Entity Dates

Entity Start Date Jun 1, 1982	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other

acknowledgment of fault?

Not Selected**Exclusion Summary**

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6QDN5**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******2804**

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

*******1564****Automated Clearing House**

Phone (U.S.)

2815924661

Email

Bbrowder@fbtet.com

Phone (non-U.S.)

(blank)

Fax

2815924624**Remittance Address****PUBLIC MANAGEMENT, INC.****15355 Vantage Pkw W STE 108****Houston, Texas 77032****United States****Taxpayer Information**

EIN

*******1938**

Type of Tax

Applicable Federal Tax

Taxpayer Name

PUBLIC MANAGEMENT INC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

President

TIN Consent Date

Jul 27, 2022

Address

15355 Vantage PKWY W STE 108**Houston, Texas 77032**

Signature

Patrick K Wiltshire**Points of Contact****Accounts Receivable POC**

Patrick K Wiltshire, President & CEO
pwiltshire@publicmgt.com
2815920439

Electronic Business

👤
Patrick K Wiltshire, President & CEO
pwiltshire@publicmgt.com
2815920439

15355 Vantage PKWY W STE 108
Houston, Texas 77032
United States

Government Business

👤
Patrick K Wiltshire, President & CEO
pwiltshire@publicmgt.com
2815920439

15355 Vantage PKWY W STE 108
Houston, Texas 77032
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
541611

NAICS Title
Administrative Management And General Management Consulting Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
\$3,500,000.00

Number of Employees (in accordance with 13 CFR 121)
17

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

SAMPLE CONTRACT

"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city. "

- City of Grandview

This contract ("Contract") is made and entered effective _____, 2022 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF LA MARQUE**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for the Community Development Block Grant – Mitigation (CDBG-MIT) Program's Regional Method of Distribution (MOD), administered by the Texas General Land Office (GLO)

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full- fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project Consultant to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements: The Consultant will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency.

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;

- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued:*

<u>CDBG-MIT Grant Amount</u>	<u>Percentage Factor</u>	<u>Fee Not to Exceed</u>
\$0 - \$249,999.99	9.00%	\$22,500.00
\$250,000 - \$749,999.99	8.00%	\$60,000.00
\$750,000 - 999,999.99	7.00%	\$70,000.00
\$1,000,000.00 – 5,000,000.00	4.80%	\$240,000.00
\$5,000,001.00 - \$10,000,000.00	5.00%	\$500,000.00
\$10,000,001.00 - \$20,000,000.00	5.00%	\$1,000,000.00
\$20,000,001.00 - \$24,999,999.99	5.00%	\$1,250,000.00
\$25,000,000.00 - \$30,000,000.00	4.75%	\$1,425,000.00
\$30,000,001.00 - \$40,000,000.00	4.50%	\$1,800,000.00
\$40,000,001.00 - \$50,000,000.00	4.25%	\$2,125,000.00
\$50,000,001.00 - \$75,000,000.00	4.00%	\$3,000,000.00
\$75,000,001.00 - \$100,000,000.00	3.75%	\$3,750,000.00

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

The included Work Authorization is based on the city's allocation of \$4,165,500.00, as detailed in the GLO Approved HGAC Method of Distribution.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.

VII.

Payment of the fees associated with ("Part V. and VI.") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties

agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President

CITY OF LA MARQUE

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated with City of La Marque CDBG-MIT Contract No. XX-XXX-XXX-XXXX, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

One Hundred Ninety-Nine Thousand Dollars and 0/100 (\$199,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>GENERAL ADMINISTRATIVE SERVICES</u>		
<u>MILESTONE</u>	<u>PERCENTAGE</u>	<u>FEE</u>
Kick-off Meeting & Start-up Package	15%	\$28,500.00
Environmental Notice to Proceed	15%	\$28,500.00
Authority to Use Grant Funds	20%	\$38,000.00
Bid Advertise	10%	\$19,000.00
Construction Notice to Proceed	25%	\$47,500.00
As-Builts/COCC/FWCR	10%	\$19,000.00
Closeout Packet Approval	5%	\$9,500.00
Subtotal	100%	\$190,000.00
<u>ENVIRONMENTAL SERVICES</u>		
Environmental Services	N/A	\$9,000.00
Subtotal	N/A	\$9,000.00
TOTAL FEE		\$199,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates. *Upon execution of this Work Authorization Public Management, Inc. is issued Notice to Proceed (NTP) for contract start-up documents and the environmental review record.*

Attachment II
Corporate Hourly Rate & Fee Schedule

PUBLIC MANAGEMENT, INC.
2022 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2022. In January, 2023, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$150,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

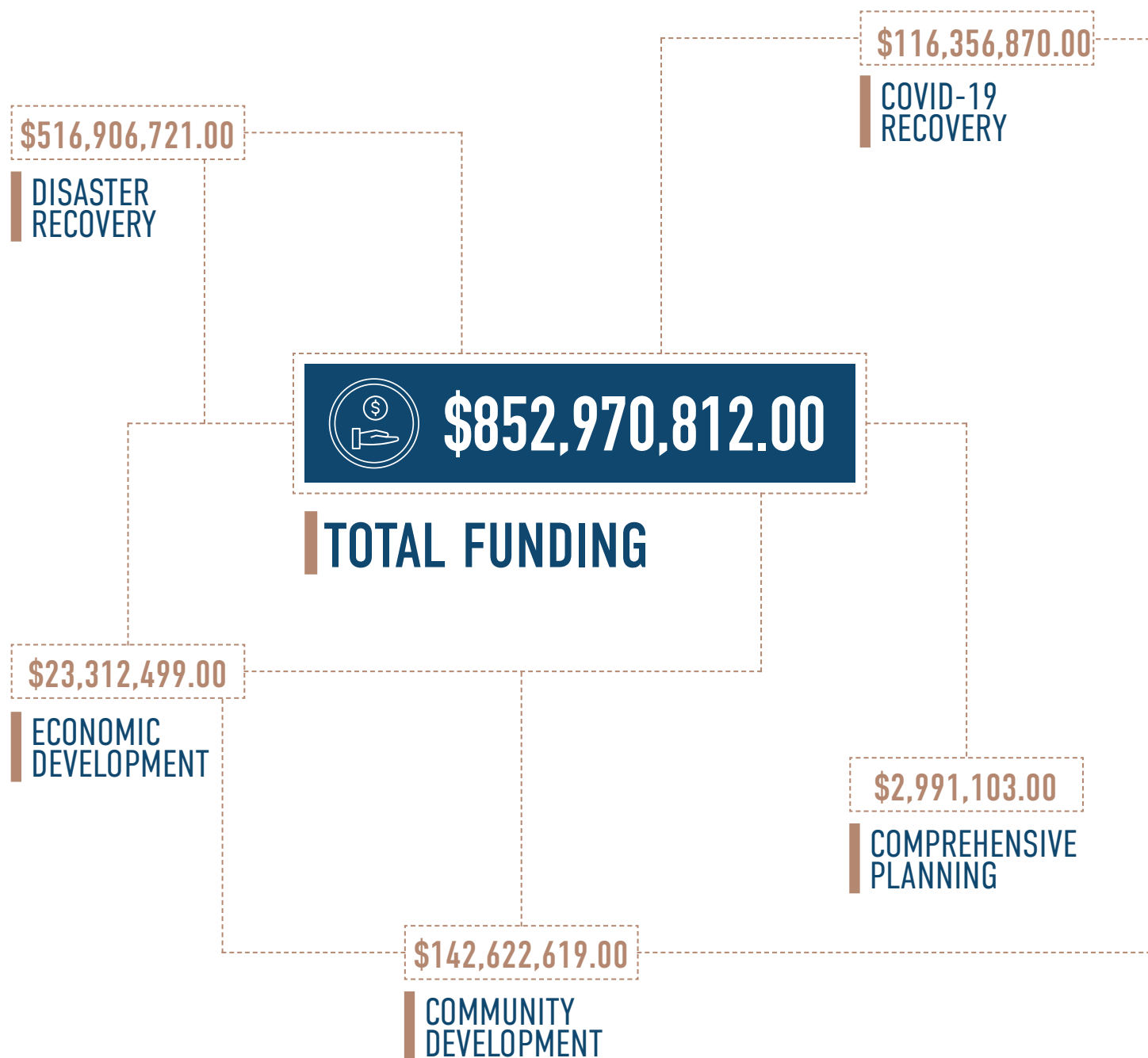
Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

ADDITIONAL INFORMATION

"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."

- Patrick Wiltshire, President & CEO

EXPERIENCE SUMMARY



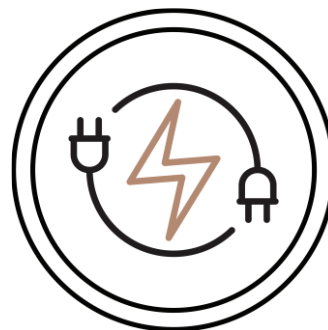
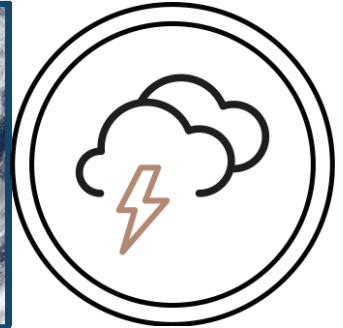
1982

PERFORMANCE PERIOD

PRESENT

EXPERIENCE WITH DISASTER RECOVERY

Public Management, Inc. has managed over \$500,000,000 in federally funded disaster recovery grants since 1982. These projects have included improving public infrastructure, managing housing programs, and mitigating future storms or public health disasters.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

OUR EXPERIENCE

\$116,356,870

COVID-19 Recovery

\$197,700,392

Water, Sewer, and Streets

\$206,164,776

Drainage and Flood Mitigation

\$87,677,608

Housing and Power Generation

EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$142,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

OUR EXPERIENCE

\$132,120,532

Water and Sewer Projects

\$3,387,157

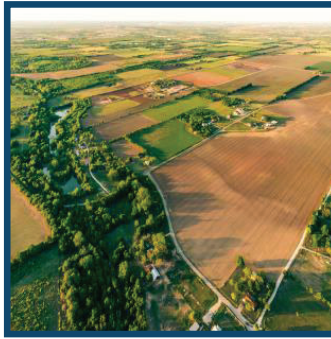
Parks and Flood Mitigation

\$6,424,288

Streets and Power Generation

EXPERIENCE WITH COMPREHENSIVE PLANNING

Public Management, Inc. has completed nearly \$3,000,000 in federally funded comprehensive planning and capacity building grants since 1982. Our planning experience covers land use planning, zoning, and drainage, general community mapping and much more.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

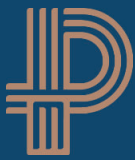




EXPERIENCE

A**B****C****D****E****F****G**

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Albany	2000-2003	\$ 167,049.00	\$ -	\$ -	\$ -	\$ -	\$ 95,398.00	\$ 262,447.00
City of Alma	2016-2019	\$ -	\$ 750,000.00	\$ 21,855.00	\$ -	\$ -	\$ -	\$ 771,855.00
City of Ames	1994-Present	\$ 1,618,910.00	\$ -	\$ 63,630.00	\$ -	\$ 927,539.00	\$ -	\$ 2,610,079.00
City of Anahuac	1989-Present	\$ 2,500,000.00	\$ 395,000.00	\$ 58,955.00	\$ 18,850,000.00	\$ 10,920,026.00	\$ -	\$ 32,723,981.00
County of Andrews	1992-1995	\$ 64,796.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,796.00
City of Aspermont	1998-20014	\$ 853,424.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 853,424.00
City of Aubrey	2014-Present	\$ 275,000.00	\$ 450,000.00	\$ -	\$ -	\$ -	\$ 1,212,912.00	\$ 1,937,912.00
City of Ballinger	2013-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 902,436.00	\$ 1,452,436.00
City of Bartlett	2004-2006	\$ -	\$ -	\$ 37,350.00	\$ -	\$ -	\$ -	\$ 37,350.00
City of Baytown	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 73,935,398.00	\$ -	\$ 73,935,398.00
City of Beaumont	2006-Present	\$ -	\$ -	\$ -	\$ -	\$ 62,126,388.00	\$ -	\$ 62,126,388.00
City of Bells	2016-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Benjamin	1997-Present	\$ 501,488.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 62,938.00	\$ 601,426.00
City of Bevil Oaks	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 3,260,292.00	\$ -	\$ 3,260,292.00
City of Big Spring	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,984,343.00	\$ 6,984,343.00
City of Blackwell	1998-2005	\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000.00
City of Breckenridge	2014-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,343,753.00	\$ 1,893,753.00
City of Brenham	2002-Present	\$ 825,000.00	\$ 375,000.00	\$ -	\$ -	\$ 8,486,350.00	\$ -	\$ 9,686,350.00
City of Bridgeport	1988-1991	\$ -	\$ 463,368.00	\$ -	\$ -	\$ -	\$ -	\$ 463,368.00
City of Brookshire	1996-2015	\$ 950,000.00	\$ -	\$ 63,013.00	\$ -	\$ -	\$ -	\$ 1,013,013.00
City of Brownwood	2019-Present	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ 4,572,890.00	\$ 4,922,890.00
City of Burkburnett	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,792,546.00	\$ 2,792,546.00
City of Caddo Mills	2015-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00
City of Campbell	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 156,601.00	\$ 1,206,601.00
City of Celeste	2012-Present	\$ 512,000.00	\$ -	\$ 32,565.00	\$ -	\$ -	\$ 224,742.00	\$ 769,307.00
City of Celina	1991-2018	\$ 1,926,048.00	\$ 589,000.00	\$ 37,100.00	\$ -	\$ -	\$ -	\$ 2,552,148.00
County of Chambers	1991-Present	\$ 1,400,000.00	\$ 750,000.00	\$ -	\$ -	\$ 54,008,251.00	\$ 8,514,823.00	\$ 64,673,074.00
City of Clarendon	1985-2002	\$ 1,199,758.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,199,758.00
City of Clear Lake Shores	2008-2014	\$ -	\$ -	\$ -	\$ -	\$ 1,971,231.00	\$ -	\$ 1,971,231.00
City of Cleveland	1983-Present	\$ 3,435,805.00	\$ 2,199,000.00	\$ 97,400.00	\$ 4,210,000.00	\$ 4,542,537.00	\$ 2,041,161.00	\$ 16,525,903.00
City of Clute	1989-1994	\$ 376,080.00	\$ -	\$ 126,080.00	\$ -	\$ -	\$ -	\$ 502,160.00
County of Cochran	2020-Present	\$ 502,653.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,653.00
City of Coleman	2015-Present	\$ 275,000.00	\$ 825,000.00	\$ 27,700.00	\$ -	\$ -	\$ 1,059,037.00	\$ 2,186,737.00
City of Conroe	1990-Present	\$ 400,000.00	\$ -	\$ 12,000.00	\$ -	\$ 2,559,123.00	\$ 15,844,218.00	\$ 18,815,341.00
City of Colorado City	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 955,710.00	\$ 955,710.00
County of Cottle	2012-Present	\$ 123,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,872.00
County of Crosby	2011-2013	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Crystal City	2008-2010	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00
City of Columbus	1985-1987	\$ -	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ 22,400.00
City of Cuero	1999-2001	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 4,329,865.00	\$ -	\$ 4,379,865.00
City of Cumby	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,733.00	\$ 197,733.00
City of Daisetta	1985-2016	\$ -	\$ -	\$ 17,400.00	\$ -	\$ 190,314.00	\$ -	\$ 207,714.00
City of Dayton	1983-Present	\$ 1,701,227.00	\$ 1,028,700.00	\$ 12,000.00	\$ -	\$ 3,802,662.00	\$ -	\$ 6,544,589.00
City of Deer Park	2008-2012	\$ -	\$ -	\$ -	\$ -	\$ 2,081,811.00	\$ -	\$ 2,081,811.00
City of Devers	1989-Present	\$ 1,565,600.00	\$ -	\$ 37,350.00	\$ -	\$ 160,679.00	\$ -	\$ 1,763,629.00
City of Dickinson	1995-Present	\$ 1,750,000.00	\$ -	\$ 50,000.00	\$ -	\$ 89,071,502.00	\$ -	\$ 90,871,502.00
City of Donley	1997-2000	\$ 245,197.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,197.00
City of Easton	2012-2014	\$ -	\$ -	\$ 28,050.00	\$ -	\$ -	\$ -	\$ 28,050.00
City of Ector	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,370.00	\$ 182,370.00
City of Eden	1993-Present	\$ 1,604,489.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,604,489.00
City of Edmonson	2015-2018	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of El Campo	1993-Present	\$ 1,627,410.00	\$ -	\$ -	\$ -	\$ 14,988,720.00	\$ 2,859,202.00	\$ 19,475,332.00
City of Eldorado	1987-2010	\$ 1,677,609.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,677,609.00
City of Electra	1999-Present	\$ 1,982,649.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,982,649.00
County of Ellis	2013-2015	\$ 274,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,500.00
City of Emhouse	2014-2019	\$ 530,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530,375.00
City of Eustace	2013-Present	\$ 275,000.00	\$ -	\$ 24,265.00	\$ -	\$ -	\$ -	\$ 299,265.00
County of Fischer	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Floydada	1989-2016	\$ 1,973,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973,460.00
City of Forsan	1997-2000	\$ 254,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,200.00
County of Frio	2009-2011	\$ 250,000.00	\$ -	\$ 52,750.00	\$ -	\$ -	\$ -	\$ 302,750.00
City of Frisco	1989-1991	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Frost	2013-Present	\$ 550,000.00	\$ -	\$ 32,380.00	\$ -	\$ -	\$ -	\$ 582,380.00
County of Gaines	1998-2017	\$ 1,335,243.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,335,243.00
County of Galveston	2014-2016	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Garrett	2017-Present	\$ 775,000.00	\$ -	\$ -	\$ -	\$ -	\$ 221,025.00	\$ 996,025.00
City of Glen Rose	2019-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 668,774.00	\$ 1,168,774.00
City of Gordon	2019-Present	\$ 500,000.00	\$ -	\$ 25,635.00	\$ -	\$ -	\$ 120,424.00	\$ 646,059.00
City of Goree	2018-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Graford	2016-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 155,362.00	\$ 1,205,362.00



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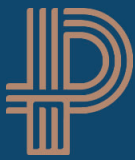
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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Granbury	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,658,743.00	\$ 2,933,743.00
City of Grandview	2013-Present	\$ 1,050,000.00	\$ 725,000.00	\$ 40,965.00	\$ -	\$ -	\$ 445,519.00	\$ 2,261,484.00
City of Goldthwaite	2017-2019	\$ -	\$ 223,900.00	\$ -	\$ -	\$ -	\$ -	\$ 223,900.00
City of Goliad	2003-2005	\$ -	\$ -	\$ 34,000.00	\$ -	\$ -	\$ -	\$ 34,000.00
City of Gunter	2015-2017	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Gustine	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
County of Hale	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Hamlin	1996-2018	\$ 735,925.00	\$ -	\$ -	\$ -	\$ -	\$ 500,775.00	\$ 1,236,700.00
City of Hardin	2001-Present	\$ 1,050,000.00	\$ -	\$ 26,370.00	\$ -	\$ 261,229.00	\$ -	\$ 1,337,599.00
County of Hardin	1984-1986	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
County of Haskell	2015-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,099,000.00	\$ 1,649,000.00
City of Hempstead	2007-2009	\$ -	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00
City of Hico	2013-Present	\$ 825,000.00	\$ 120,000.00	\$ 26,520.00	\$ -	\$ -	\$ 350,112.00	\$ 1,321,632.00
City of Higgins	1985-1992	\$ 339,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339,600.00
City of Holiday	1995-Present	\$ 1,159,345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,159,345.00
City of Howardwick	1997-2000	\$ 315,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,650.00
City of Howe	2015-2017	\$ 164,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,045.00
City of Italy	2013-Present	\$ 890,000.00	\$ -	\$ 38,550.00	\$ -	\$ -	\$ 425,481.00	\$ 1,354,031.00
City of Jonestown	2000-2002	\$ -	\$ -	\$ 23,800.00	\$ -	\$ -	\$ -	\$ 23,800.00
City of Jayton	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Jersey Village	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,792,344.00	\$ -	\$ 1,792,344.00
County of Jones	1981-Present	\$ 800,079.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,079.00
City of Joshua	1998-2004	\$ 500,000.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 523,900.00
City of Katy	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 7,394,161.00	\$ -	\$ 7,394,161.00
City of Kemah	1991-Present	\$ 1,750,000.00	\$ 999,185.00	\$ 34,150.00	\$ -	\$ 3,874,980.00	\$ -	\$ 6,658,315.00
City of Kemp	2014-2016	\$ -	\$ -	\$ 29,805.00	\$ -	\$ -	\$ -	\$ 29,805.00
City of Kerens	2013-Present	\$ 721,800.00	\$ -	\$ 29,565.00	\$ -	\$ -	\$ 377,378.00	\$ 1,128,743.00
City of Kermit	1986-2001	\$ 595,169.00	\$ -	\$ -	\$ -	\$ -	\$ 1,607,140.00	\$ 2,202,309.00
City of Knollwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000.00
City of Knox City	1989-2018	\$ 1,605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,605,158.00
City of Kress	1989-1997	\$ 379,343.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 379,343.00
City of Kyle	1999-2001	\$ -	\$ -	\$ 42,400.00	\$ -	\$ -	\$ -	\$ 42,400.00
City of La Marque	1986-Present	\$ 2,817,273.00	\$ 619,990.00	\$ 20,000.00	\$ -	\$ 9,898,001.00	\$ -	\$ 13,355,264.00
City of La Porte	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 15,198,542.00	\$ -	\$ 15,198,542.00
City of Lamesa	2009-Present	\$ 1,391,540.00	\$ 575,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,966,540.00
City of Lawn	2015-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Liberty	1989-Present	\$ 3,613,235.00	\$ -	\$ 164,170.00	\$ 1,815,000.00	\$ 4,353,962.00	\$ 2,307,878.00	\$ 12,254,245.00
County of Liberty	1987-Present	\$ 2,550,000.00	\$ -	\$ 15,000.00	\$ -	\$ 55,275,713.00	\$ -	\$ 57,840,713.00
City of Lipan	2017-2019	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Loraine	1990-Present	\$ 1,603,093.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 39,751.00	\$ 1,779,844.00
City of Lorenzo	1991-2014	\$ 1,098,058.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,098,058.00
City of Loving	2009-2011	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Mabank	1999-Present	\$ 1,924,032.00	\$ 550,000.00	\$ 49,785.00	\$ -	\$ -	\$ -	\$ 2,523,817.00
City of Magnolia	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 676,000.00	\$ -	\$ 676,000.00
City of Malakoff	2014-Present	\$ 550,000.00	\$ 250,900.00	\$ -	\$ -	\$ -	\$ 570,155.00	\$ 1,371,055.00
City of Mason	1999-Present	\$ 340,040.00	\$ -	\$ 44,500.00	\$ -	\$ -	\$ -	\$ 384,540.00
City of Matador	1982-1988	\$ 402,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,020.00
City of Maypearl	1992-Present	\$ 1,546,800.00	\$ -	\$ 35,865.00	\$ -	\$ -	\$ -	\$ 1,582,665.00
City of McCamey	2015-Present	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 510,439.00	\$ 860,439.00
County of McCulloch	1998-Present	\$ 1,424,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,424,800.00
City of Meadow	1997-2002	\$ 489,808.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 489,808.00
City of Melissa	2014-2016	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Melvin	1998-Present	\$ 1,415,693.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415,693.00
City of Merkel	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Mingus	2015-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
City of Montgomery	2003-2013	\$ 700,000.00	\$ 1,075,000.00	\$ -	\$ -	\$ 375,525.00	\$ -	\$ 2,150,525.00
County of Montgomery	1985-1991	\$ 864,505.00	\$ -	\$ 19,200.00	\$ -	\$ -	\$ -	\$ 883,705.00
City of Moran	2009-Present	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of Muleshoe	2000-Present	\$ 1,044,787.00	\$ -	\$ 64,100.00	\$ -	\$ -	\$ -	\$ 1,108,887.00
City of Munday	2015-Present	\$ 275,000.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ 315,927.00	\$ 630,527.00
City of Nazareth	1990-1994	\$ 413,731.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413,731.00
City of New Hope	1996-2010	\$ 448,791.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448,791.00
City of New Waverly	1982-Present	\$ 2,640,989.00	\$ -	\$ 71,295.00	\$ -	\$ 6,837,645.00	\$ 265,379.00	\$ 9,815,308.00
City of Oak Ridge North	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,465,000.00	\$ -	\$ 1,465,000.00
City of Old River-Winfree	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 2,726,594.00	\$ 137,250.00	\$ 2,863,844.00
City of Olton	1984-Present	\$ 2,619,504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,619,504.00
City of Ore City	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,281.00	\$ 304,281.00



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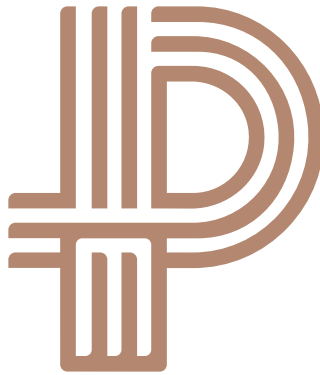
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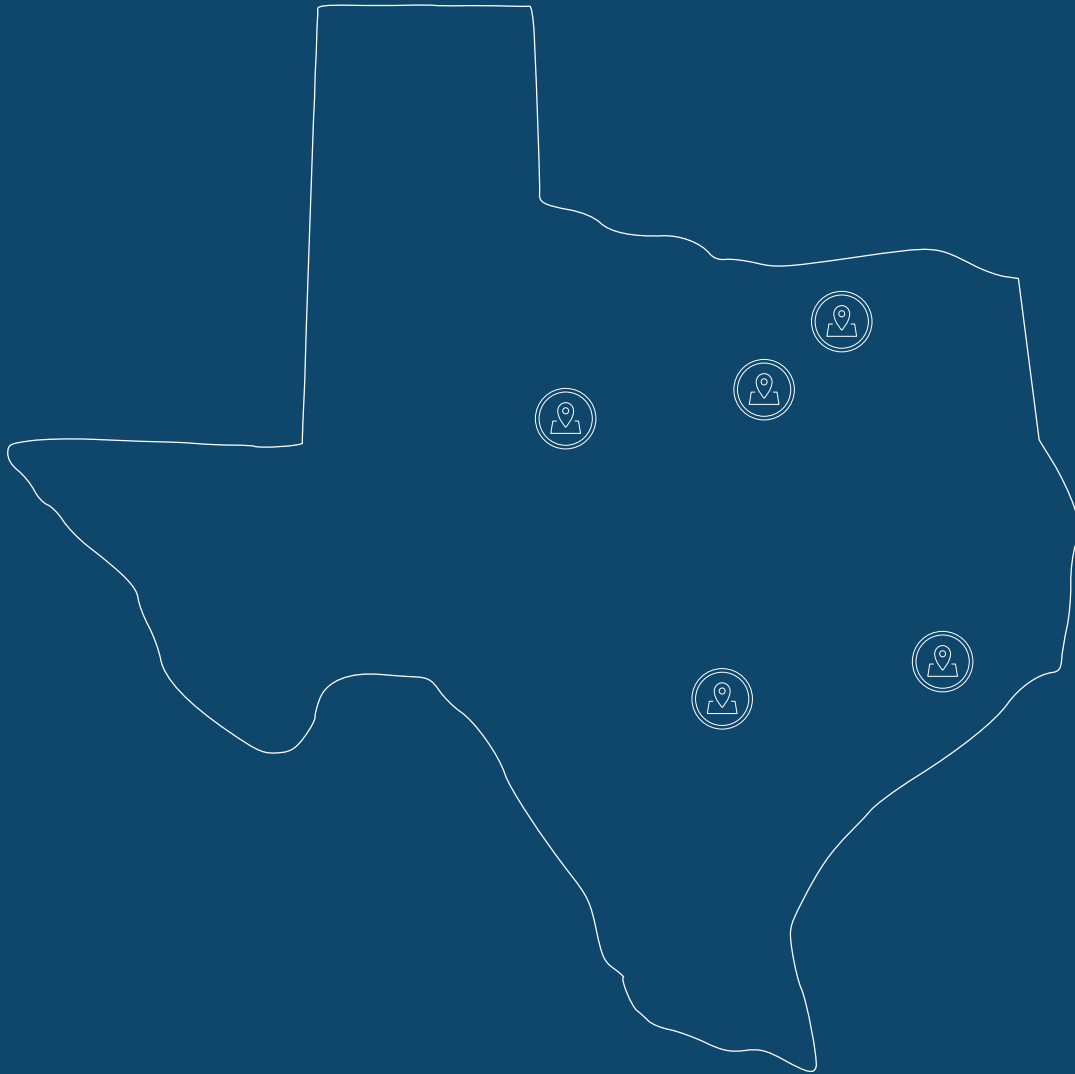
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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Paint Rock	1997-2017	\$ 2,691,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691,470.00
City of Palmer	2013-Present	\$ 550,000.00	\$ -	\$ 47,265.00	\$ -	\$ -	\$ 526,050.00	\$ 1,123,315.00
City of Panorama Village	2003-2011	\$ -	\$ -	\$ -	\$ -	\$ 736,115.00	\$ -	\$ 736,115.00
County of Parker	2010-2012	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Pasadena	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 47,751,740.00	\$ 40,199,596.00	\$ 87,951,336.00
City of Pattison	2002-2004	\$ -	\$ -	\$ 15,600.00	\$ -	\$ -	\$ -	\$ 15,600.00
City of Pecos	1981-1983	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Piney Point Village	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Plains	1987-2017	\$ 2,052,562.00	\$ -	\$ -	\$ -	\$ -	\$ 410,086.00	\$ 2,462,648.00
City of Plum Grove	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,328,659.00	\$ -	\$ 1,328,659.00
City of Post	1993-Present	\$ 935,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935,584.00
City of Prairie View	2008-Present	\$ 1,400,000.00	\$ -	\$ 35,100.00	\$ -	\$ 742,016.00	\$ -	\$ 2,177,116.00
City of Rankin	2002-Present	\$ 1,450,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 210,866.00	\$ 1,697,866.00
City of Reno	2008-Present	\$ 1,550,000.00	\$ -	\$ -	\$ -	\$ 1,962,532.00	\$ 793,906.00	\$ 4,306,438.00
City of Rhome	2010-2013	\$ 50,000.00	\$ 449,500.00	\$ -	\$ -	\$ -	\$ -	\$ 499,500.00
City of Richland	2017-Present	\$ 773,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 773,250.00
City of Rio Vista	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 266,370.00	\$ 1,316,370.00
City of Roby	1996-2016	\$ 946,542.00	\$ -	\$ -	\$ -	\$ -	\$ 53,380.00	\$ 1,099,922.00
City of Rochester	1987-Present	\$ 1,488,068.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,488,068.00
City of Roscoe	1992-Present	\$ 2,491,325.00	\$ -	\$ -	\$ -	\$ -	\$ 318,405.00	\$ 2,809,730.00
City of Rotan	2015-2017	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Rule	1994-Present	\$ 1,203,816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,203,816.00
City of Sadler	2014-2016	\$ 265,000.00	\$ -	\$ 33,105.00	\$ -	\$ -	\$ 94,902.00	\$ 393,007.00
City of San Saba	2018-Present	\$ 850,000.00	\$ -	\$ 43,380.00	\$ -	\$ -	\$ 784,986.00	\$ 1,678,366.00
County of San Saba	2014-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Santa Anna	2014-Present	\$ 275,000.00	\$ -	\$ 33,555.00	\$ -	\$ -	\$ 249,520.00	\$ 558,075.00
City of Savoy	2014-Present	\$ 457,500.00	\$ -	\$ -	\$ -	\$ -	\$ 216,069.00	\$ 673,569.00
County of Schleicher	2004-2014	\$ 766,752.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 766,752.00
County of Scurry	1996-1998	\$ 242,319.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,319.00
City of Sealy	2013-Present	\$ 700,000.00	\$ 348,365.00	\$ 24,260.00	\$ -	\$ 2,000,000.00	\$ -	\$ 3,072,625.00
City of Seagraves	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,500.00	\$ 727,500.00
City of Seminole	1984-2012	\$ 3,281,708.00	\$ -	\$ -	\$ -	\$ -	\$ 1,936,447.00	\$ 5,218,155.00
City of Shenandoah	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 445,667.00	\$ -	\$ 445,667.00
City of Stalon	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ 1,459,549.00	\$ 2,048,649.00
City of Sonora	2018-Present	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 690,332.00	\$ 1,440,332.00
City of Splendora	2003-Present	\$ 1,400,000.00	\$ -	\$ 24,600.00	\$ -	\$ 1,009,200.00	\$ -	\$ 2,433,800.00
City of Springtown	2011-Present	\$ 1,050,000.00	\$ -	\$ 65,305.00	\$ -	\$ -	\$ 790,437.00	\$ 1,905,742.00
City of Spur	1985-Present	\$ 862,724.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ -	\$ 902,324.00
City of Stamford	2001-2015	\$ 763,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,304.00
City of Stephenville	2013-Present	\$ 1,014,420.00	\$ -	\$ -	\$ 17,031,000.00	\$ 2,000,000.00	\$ -	\$ 20,045,420.00
County of Stonewall	2006-2018	\$ 625,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625,000.00
City of Strawn	2015-Present	\$ 500,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 537,000.00
City of Sweetwater	2001-2013	\$ 727,293.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,293.00
City of Terrell	1993-Present	\$ 3,756,030.00	\$ 4,894,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 8,705,375.00
City of Throckmorton	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Tom Bean	2014-2018	\$ 341,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,920.00
City of Tool	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,403.00	\$ 570,403.00
Trinity Bay Conservation District	1998-Present	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00
City of Venus	1989-2018	\$ 2,572,528.00	\$ 742,681.00	\$ 26,235.00	\$ 850,000.00	\$ -	\$ -	\$ 4,191,444.00
WCID No. 1	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 8,189,000.00	\$ -	\$ 8,189,000.00
City of Walker	1983-1985	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
County of Waller	2001-2004	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ 375,000.00
County of Washington	20014-2015	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of West University Place	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Whitewright	2009-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 426,440.00	\$ 701,440.00
City of Wickett	2011-Present	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,000.00
City of Willis	1983-Present	\$ 3,685,497.00	\$ 2,188,565.00	\$ 75,350.00	\$ 5,525,000.00	\$ 2,539,490.00	\$ 1,741,440.00	\$ 15,755,342.00
City of Windthorst	2002-2004	\$ 122,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,544.00
City of Wink	1997-1999	\$ 266,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,460.00
City of Winters	2014-Present	\$ 825,000.00	\$ -	\$ 44,430.00	\$ -	\$ -	\$ 606,580.00	\$ 1,476,010.00
County of Wise	2009-2011	\$ 259,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,000.00
City of Woodbranch Village	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 249,958.00	\$ -	\$ 249,958.00
County of Zavala	2015-2017	\$ 500,000.00	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -	\$ 581,000.00
Totals	1982-Present	\$142,622,619.00	\$23,312,499.00	\$ 2,991,103.00	\$ 50,781,000.00	\$516,906,721.00	\$116,356,870.00	\$852,970,812.00

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestown, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



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Note: A consultant that intends to respond to the Request for Proposals may provide information on Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) procurement procedures, but may NOT participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals. (See 2 CFR 200.319(a)(b)).

Before starting, print this guidance and open the file named CDBG MIT-MOD RFP Packet.

☐ **Please retain ALL documentation of the procurement process for compliance and future monitoring purposes.**

Use the following **checklist** as you complete the **step-by step guidance** for your Request for Proposals (RFP) for the above-mentioned RFP Packet.

Pre-Procurement Activities

Use the *GLO Procurement Checklist* to ensure compliance with Federal procurement standards:

<https://recovery.texas.gov/files/resources/contract-procurement/procurement-checklist.pdf>

- ☐ **Develop and/or review local procurement policies and procedures per 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 that ensures all solicitations comply with the following in 2 CFR §§ 200.318, 200.319 and 200.321:**
 - ☐ Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured;
 - ☐ Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals;
 - ☐ Are conducted in a manner providing full and open competition, to ensure objective contractor performance and eliminate unfair competitive disadvantage; and
 - ☐ If using a prequalified list of persons, firms, or products, the list must be current and include enough qualified sources to ensure open and free competition.
- ☐ **Review written standard of conduct addressing conflict of interest per 2 CFR 200.318(c)(1):**

Every Grantee must maintain written procedures covering conflicts of interest and governing the actions of its employees, agents, consultants, and elected officials engaged in the selection, award and administration of vendor contracts, the award of CDBG-DR and CDBG-MIT assistance, or the management of federally-assisted or purchased property. The Grantee must design a policy that is at least as restrictive as prescribed in 24 CFR Part 570.489 and Texas Local Government Code Chapter 171.
- ☐ **If proposals are expected to be at or above \$50,000.00, and if there is no price competition, or when price is not the only evaluation factor, the community must prepare an Independent Cost Estimate (ICE) to determine estimates for the costs of services. (Refer to HUD Quick Guide and Sample Cost & Price Analysis). See pages 12-18.**

Step 1 – Selection Review Committee (See below):

☐ **Task 1.1: Establish Selection Review Committee:**

Before sending out the Request for Proposals (RFP), the Entity establishes a Selection Review Committee to determine the criteria to select and rate competing respondents.

- The committee **must** include at least two people, with no maximum number of members.
- The committee is advised to include at least one local official, such as a member of the elected governing body.
- The committee may also include other elected officials; employees of the locality; employees or officers of third-party public utilities served through this project; or other relevant persons.

Committee members may not have any potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest. 2 CFR 200.318(c)(1).

SELECTION REVIEW COMMITTEE

Name	Title/Office/Position
1.	
2.	
3.	
4.	

Entity (Signature)

☐ **Task 1.2: Determine the Scope of Work (SOW)**

Determine the scope of work needed to successfully apply for and conduct the CDBG MIT-MOD contract. This RFP utilizes the Texas General Land Office (GLO) Grant Administration Services Scope of Work. The service providers shall furnish pre-funding and post-funding grant administrative services to complete the projects, including, but not limited to the following:

Administration Scope of Work

Pre-Funding Services

Selected Service Provider(s) will assist in developing project scope and completing CDBG MIT-MOD application(s). The provider will work with the **Entity** and Engineer, if applicable, to provide the concise information needed for submission of complete application(s) and related documents. The required information shall be submitted in a format to be described by the GLO. This work may include but not be limited to the following activities: meetings with appropriate persons to discuss and develop a fundable project by maximizing the application(s) scoring, assist in the posting of any required notices; AFFH; census and beneficiary data; community needs, etc. Note the GLO does not provide guidance on Pre-Funding Services other than these services are not program reimbursable if fees are charged.

Post-Funding Services

Selected Grant Administration/Project Delivery Service Provider(s) will administer projects and project delivery activities approved for CDBG MIT-MOD funding. The selected firm(s) must follow all requirements of the CDBG MIT-MOD program(s).

Some services are specific to the type of project funded (e.g., Infrastructure, etc.).

Grant Administration Services – General (<https://recovery.texas.gov/files/resources/contract-procurement/grant-administration-scope-of-work.pdf>)

- Administrative Duties
- Construction Management

Grant Administration Services

- Administrative Duties
- Acquisition Duties
- Environmental Services

☐ **Task 1.3: Determine the Written Selection Criteria to Evaluate Respondents**

☐ **Administration services**

Use the Sample Administration/Professional Services Rating Sheet on page 11 or develop your own written weighted criteria that will be used to select the Administration/Project Delivery Service Provider(s) based on the proposed CDBG MIT-MOD project(s). Proposal for each program must be scored separately. For example:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	100

You may also develop your own written weighted criteria to select the Administration/Project Delivery Service Provider(s). If you develop your own criteria, proposed cost must be included and the Selection Review Committee may determine the relative weight of this factor. Example provided on **page 11: Administration Professional Services Rating Sheet**.

☐ **Task 1.4: Determine program(s) for which the applicant intends to apply (see next page):**

**Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)
Grant Administration Services – Program Description**

Below is a description of the anticipated program that is eligible for funding through the CDBG MIT-MOD Program(s) funded through the Texas General Land Office (GLO).

The Entity anticipates applying for the following program that require Administration Services:

CDBG MIT-MOD: Through the Regional Mitigation Program, Council of Governments Method of Distribution (COG MODs), established in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future, each Council of Governments (COG) region impacted by Hurricane Harvey in 2017 has been allocated funds for hazard mitigation projects;

The Texas Regional Land Office (GLO) encourages prioritization of regional investments with regional impacts in risk reduction for natural disasters;

CDBG-MIT funds shall not be used for programs and projects to provide emergency response services; and

Funds may be used for mitigation activities to enhance the **resilience of facilities used to provide emergency response services, provided that such assistance is not used for buildings for the general conduct of government.** Each COG will have an allotted time as designated in the COG’s Performance Statement from the contract execution to develop a local Method of Distribution (MOD) for allocation of funds to units of local government (cities and counties) and Indian Tribes.

Recipient: _____	
Anticipated Program	Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)

This form will be inserted into the RFP Packet.
APPROVED BY:

Entity (Signature)

Step 2 – Prepare an Independent Cost Estimate (ICE)

- ☐ Independent cost estimate/cost analysis is required by 2 CFR 200.324. In developing the Independent Cost Estimate, grantees may use:
 - Price last paid for services in a similar procurement
 - Catalog price or other advertised offers
 - Comparison of previous bid prices for similar services – For examples, see: <https://recovery.texas.gov/grant-administration/reports/reports-contracts/index.html>- *Heading - Subrecipient Contract Reporting, 2015 Floods, 2016 Floods, and Hurricane Harvey - \$5B*
 - Personal experience
 - Other historical information
 - Detailed analyses
 - Ask other communities for information regarding similar bid outcomes
 - May be developed in-house or using outside parties that are not submitting a proposal (or both)

Step 3 – RFP Notifications

There are two parts to the notification process –

- Task 3.1 - **Advertise the notice once** – in a locally distributed newspaper; and
- Task 3.2 – Email/Mail the CDBG MIT-MOD RFP Package to at least **8** firms for each package. Successfully send to at least **8** recipients including **2** certified HUB, Minority and/or Woman Owned Business, and **one** Labor Surplus Vendor (LSA) capable of completing the scope of work. If letters are chosen as the primary contact method, it is recommended that the letters be mailed via CERTIFIED MAIL for tracking and compliance purposes.

☐ **Task 3.1: Advertise the RFP**

- ☐ Open and edit the CDBG MIT-MOD RFP Ad.
- ☐ It is suggested that the notice be published in the newspaper **14 Days or more before the proposal due date.** Example: Publish February 1; Proposal Due Date February 15. Edit the Public Notice – CDBG MIT-MOD RFP Ad document.
- ☐ Be sure to complete the following: Include your community's name and contact information and include the **date and time** proposals/qualifications are due.
- ☐ Due dates for proposals are suggested to be **at least 14 days** after the newspaper publication date and **should be on a day that the government office is open- not a weekend or holiday.**
- ☐ Include how you want your proposals received (electronic, thumb drive, hard copies, etc.). Once the highlighted information is edited, submit the Public Notice: CDBG MIT-MOD RFP Ad document to your community's **newspaper of record.**
- ☐ When submitting the ad, request that the newspaper send you a **written confirmation** for the date it is scheduled to run.
 - ☐ Proposal due date must be a date/time government office is open (due date cannot be a weekend or holiday). If the notice must run on a different day than the one you originally selected, check that the proposal deadline is still at **least 14 days** after the new publication date. If it is not, change the proposal deadline in the newspaper notice so that it is at least 14 days after the new publication date.
 - ☐ **Ensure the ad published on the designated date. If for some reason it did not publish, it must be published the next available newspaper publication date. Due date may need to be adjusted.**
 - ☐ Save a copy of the published newspaper ad for RFP (digital full-page tear sheet, paper copy, or tear sheet and publisher's affidavit).

☐ **Task 3.2: Email or Mail RFP Packet**

- 1) Develop an RFP Packet to send to potential respondents. The RFP Packet should be sent at least 14 days prior to the proposal due date and contain the following three parts:
 - Cover Letter,
 - RFP Information Sheet, and
 - Sample Scope of Services and scoring.
- 2) **The advertisement date and email date must coincide – the email must be sent the same day the advertisement is published.**

- 3) Search for active HUB, certified Minority/Women Owned Businesses and Labor Surplus Area (LSA) vendors capable of completing the scope of work to include in the solicitation by visiting the Texas Comptroller of Public Accounts' HUB vendor search (<https://mycpa.cpa.state.tx.us/tpasscblsearch/>). You may also reference the list of Administration Service Providers posted on the ARCIT website <https://arcit.org/> (Refer to Certified HUB Administrators List and LSA Administrators List).
- 4) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
 - 6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs/business-centers>. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
 8828 N. Stemmons Freeway, Ste. 550B
 Dallas, TX 75247
 214-920-2436
 Website: <https://www.mbdadfw.com>
 Email: admin1@mbdadallas.com

El Paso MBDA Business Center
 2401 East Missouri Avenue
 El Paso, TX 79903
 915-351-6232
 Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
 Email: treed@ephcc.org

Houston MBDA Business Center
 3100 Main Street, Ste. 701
 Houston, TX 77002
 713-718-8974
 Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
 Email: MBDA@hccs.edu

San Antonio MBDA Business Center
 501 W. Cesar E. Chavez Blvd., Ste. 3.324B
 San Antonio, TX 78207
 210-458-2480
 Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
 Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration- Dallas/Fort Worth District Office
 150 Westpark Way, Ste. 130
 Euless, TX 76040
 214-572-9452
 Website: <https://www.sba.gov/offices/district/tx/dallas-fort-worth>
 Email: dfwdo.email@sba.gov

WBDA – Women's Business Center
 9800 Northwest Freeway, Ste. 120
 Houston, TX 77092
 713-681-9232
 Website: <https://www.wbea-texas.org/womens-business-center>
 Email: wbc@wbea-texas.org

LiftFund Women's Business Center
 600 Soledad St.
 San Antonio, TX 78205
 888-215-2373 ext. 3000
 Website: <https://womensbusinesscentersa.com/>
 Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

The following steps are for emailing the RFP Packets. First are directions for sending the administrative services RFP.

☐ **Task 3.2.a – Administration/Project Delivery Services Email**

- 1) Open the file on and save the “CDBG MIT-MOD RFP Packet” to your computer.
- 2) Edit the highlighted text on the RFP cover letter and RFP Information Sheet (pages 1-5 in the Packet). Remember to complete the following:
 - Include your community’s name and contact information and include the date and time proposals/qualifications are due.
 - Confirm that the due date matches the date used in the newspaper notice.
 - Include how you want your proposals received (electronic, thumb drive, hard copies, etc.).
 - If you developed your own scoring criteria, you will need to replace the criteria chart noted in Task 1.3 above, as well as the scoring sheet at the end of the document.

- 3) Open your email and start a new email with the subject line: CDBG MIT-MOD RFP Packet.

- 4) Select **at least 8** administration or consulting firms/individuals you want to send the RFP to, including two Active HUD certified Minority/Women Owned Businesses and **one** Labor Surplus Area (LSA) vendors capable of completing the scope of work to include in the solicitation by visiting the Texas Comptroller of Public Accounts’ HUB vendor search (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/>). You may also reference the list of Administration Service Providers posted on the ARCIT website <https://arcit.org/> (Refer to Certified HUB Administrators List and LSA Administrators List).

Note that these listings are not comprehensive. You may add other administration service firms to the RFP at your discretion. When using the CMBL and Certified HUB lists, be sure to review the Business Description and confirm they offer similar services (grant administration/project delivery) to those included in the RFP solicitation.

To ensure a wide distribution and potential participation to as many administrators as possible, send an email to MWBE@texasagriculture.gov when you develop your administrator email list. Also include the MBDA Center nearest your locality.

- 5) Enter each email address into the email recipient line (i.e., next to “To:”). **You can send one email with all recipients at the same time.**
- 6) **Attach the document “CDBG MIT-MOD RFP Packet” to your email—be sure that the document is fully completed with your specific RFP information.**
- 7) In the body of your email, include the following text:

*Attached please find the Cover Letter, RFP Information Sheet, and Sample Scope of Services for the **(Insert Entity’s Name)**’s Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD) RFP for application/project administration service. **Please respond to this email to confirm receipt.***

- 8) Review your email recipients to ensure you have **at least 8** different consulting firms as email recipients, including two HUB and/or MWBE firms and one Labor Surplus Area vendor.
- 9) **REQUEST A ‘READ RECEIPT.’** Send the email.
- 10) Make sure all emails were sent successfully (i.e., no emails bounced back as undeliverable). Check for errors, and send out additional emails, if necessary. **The RFP Packet must be successfully received by at least 8 different firms.** If an email is not delivered by notification to your email, or you receive a “bounce back”, check for email error or select another vendor and send new email promptly.
- 11) To serve as verification for GLO monitors, you must print and save a copy of all sent email(s) (including non-delivered response emails), and reply email(s) for your records. All emails and records will be needed for compliance purposes.

Step 4 – Select Administration/Project Delivery Service Provider(s)

☐ **Task 4.1: Rate the Administrative Proposals using the Administration/Professional Services Rating Sheet**

- ☐ GLO considers a single proposal received to be non-competitive procurement and requires additional action before selecting a Service Provider. According to 2 CFR 200.320, if only a single proposal was received, GLO must be contacted for guidance before proceeding. See Request to use Noncompetitive Procurement checklist for further instruction. <https://recovery.texas.gov/grant-administration/procurement-contracts-guidelines/index.html>
- ☐ Use rating sheet that was selected by the Selection Review Committee and that was included in the RFP Packet.
- ☐ Select the Respondent with highest average points OR Respondent with most qualifications.
- ☐ Conduct Cost Price Analysis – see below (required separately for each program).

After the proposal deadline, evaluate the Respondent’s experience, work performance, and capacity to perform by: using prior experience with Respondent(s); and/or contacting all references for the Respondent.

Use the Administration/Professional Services rating sheet (*see example on page 11*) to score each Respondent’s proposal. If you are seeking more than one service (for example, Grant Administration on more than one program), score each Respondent’s proposal using a separate sheet for each service. **Note that Respondents may propose for one, several or all services contained in the RFP and must be considered for each service separately (2 CFR 200.321(b)3).**

Total all rating sheets for each committee member and select the firm with the highest average points.

Profit must be identified and negotiated as a separate element of the price of the contract. To comply, the Respondent **must** disclose and certify in its proposal the percentage of profit being used.

Complete your cost and price analysis (refer to Sample Cost Price Analysis on Pages 17-18).

To serve as verification for GLO monitors, you must retain copies of all completed score sheets.

Contract negotiations with the selected respondent may occur during the last step of the selection process.

☐ **Task 4.2: Conduct/Prepare Cost and Price Analysis – See Pages 17-18.**

- ☐ Cost and Price Analysis is required once responses are submitted when procuring goods or services with federal funds in excess of the Simplified Acquisition Threshold (\$250,000).
- ☐ Price Analysis – Price analysis is the process of evaluating and comparing prices for goods or services and should be documented in the procurement file. In conducting a proper price analysis, 2 CFR 200.324, and current TXGLO-CDR Implementation Manual, [Grantees] must request an adequate number of bids, proposals, or quotes for the materials, supplies, or services being procured for comparison. When comparing prices, [Grantees] should review for significant discrepancies to determine if the goods or services are comparable.
- ☐ Cost Analysis – A cost analysis is required when price competition does not exist, such as when only a single proposal is received. Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor’s total cost proposal or price to determine if they are allowable, directly related to the requirements and ultimately, reasonable.

☐ **Task 4.3: Clear the Management Service Providers prior to formal award at Local Governing Body**

- Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>).
- Go to the SAM (System Award Management) Website and click on “Sign In”.
- Under the “Register Your Entity” tab, click “Get Started” and follow the prompts to create a registration.
- Once registration is complete, this enables the user to search for the entity to be cleared.
- The easiest way to find an entity is to search by DUNs number. DUNs numbers are normally located in proposals or statements of qualifications. **Effective April 4, 2022, the easiest way to find an entity is to search by Unique Entity ID (UEI). UEI numbers are generated by SAM.gov and is the authoritative identifier. UEI numbers will be included on the SAM.gov registration information included with the statements of qualifications.**

- **The clearance in the Service Provider’s proposal must be re-verified prior to award.**
- Save/print search results for file with a footer showing date of clearance.

☐ **Task 4.4: Approve the selected Administrator/Project Delivery Service Provider(s) and Authorize Contract Award(s)**

- ☐ Place items on Entity’s agenda. Suggested language follows:

*Discuss, consider, and select **administration/project delivery service provider(s)** to complete application and project implementation for the CDBG MIT-MOD funding administered by the Texas General Land Office.*

- Present selection(s) to the Local Governing Body.
- Local Governing Body approves selection(s) of Administration service provider(s)

- ☐ Pass hiring resolution. Save passed resolution or meeting minutes for the Entity’s files. A sample is provided on page 18.

[Please note: The local governing body has the final authority to award contracts and may select a Respondent that was not the highest scorer if the minutes of the local governing body meeting include justification for the selection(s).]

- ☐ Notify selected respondent

Step 5 – Prepare/Review contracts for execution by all parties. All contracts executed between the subrecipient and a contractor must include the following CDBG program requirements:

- ☐ Negotiation of profit
- ☐ Performance requirements and penalties.
- ☐ Project schedule including the performance period and completion date. All Section 3 covered contracts shall include the Section 3 Clause 22.
- ☐ Mandatory standards and policies relating to energy efficiency in the state energy conservation plan (in compliance with the Energy Policy and Conservation Act 23).
- ☐ May not be a cost-plus contract award.

Administration Professional Services Rating Sheet

Grant Recipient _____

Program(s) CDBG MIT-MOD

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	_____
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	_____
3. Related experience/background with specific services:		_____
a. Administrative, construction management, and related acquisition	5	_____
b. Environmental review	5	_____
c. Buyout management (if not applicable score '0')	5	_____
4. References from current/past clients	5	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		_____
a. Administrative, construction management, and related acquisition	4	_____
b. Environmental review	4	_____
c. Buyout management (if not applicable score '0')	4	_____
2. Present and Projected Workloads	4	_____
3. Demonstrated understanding of scope of the CDBG MIT-MOD Project(s), as appropriate	4	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
A = Lowest Proposal \$ _____ A ÷ B X 20 = Respondent's Score	20	_____
B = Respondent's Proposal \$ _____		

TOTAL SCORE

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
☐ Experience	30	_____
☐ Work Performance	30	_____
☐ Capacity to Perform	20	_____
☐ Proposed Cost	20	_____
Total Score	100	_____

**TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD)
ADMINISTRATION (ACTIVITY DELIVERY) SERVICES**

Independent Cost Estimate

Independent Estimate of Cost (complete prior to receipt of bids/proposals)

As the types of Administration Services required across the CDBG MIT-MOD program(s) are expected to be uniform and only vary in volume based on the size of the project, program-specific cost estimates were not calculated.

Basis for Independent Estimate of Cost

Comparison estimation considers recent projects of a similar nature that required similar services. Calculate the fee as a percentage of the total project value to aid in comparison between projects of different scales.

Grant or Project	Amount of Project (\$)	Administrative Fee (\$/%)

Consider fee levels established by funding agencies for similar programs which indicate the agencies' own estimate of reasonable cost:

Program Fee Caps	Fee Level (Maximum % of Project Award)	Typical Project Amount (\$)
TDA CDBG Community Development	Up to 10% of construction & acquisition	\$350,000
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Non-housing activities	13%	\$249,999.99 or less
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Non-housing activities	11%	\$250,000 - \$749,999.99
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Non-housing activities	10%	\$750,000 - \$999,999.99
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Non-housing activities	8%	\$1 million - \$24,999,999.99
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Non-housing activities	6%	\$25 million or over
GLO CDBG MIT Regional MOD and/or HARVEY MIT ROUND 2 Competition Housing-related mitigation activities	Up to 12% of the program funds	All Projects
TDEM HMGP	5%	All projects

Other considerations:

EXAMPLE

Independent Cost Estimate (ICE) – An ICE is not completed using quotes; it is completed prior to reviewing responses using estimates from independent sources not associated with potential respondents. Independent sources may include outreach to other communities or referring to past costs for the same or similar services. Appropriate steps must be taken to avoid any real or apparent conflict of interests preventing any parties from obtaining a competitive advantage. The standard for independence is someone not expected to be a respondent. Profit should be a flat fee and not a percentage of costs.

Subrecipient Name City of ABC	Contract # CDBG MIT-MOD
--------------------------------------	--------------------------------

Solicitation # RFP _____

Project Description Administrative and application services for eligible CDBG MIT-MOD

Contract Type ☒ Fixed Price ☐ Time & Material (Must include decision no other contract type applicable) ☐ Other _____	Procurement Method ☐ Micro Purchase ☐ Small Purchase ☒ Competitive (RFP/RFQ) ☐ Sealed Bid ☐ Non-Competitive
---	---

Project Cost Estimate					
Item	Description	Unit	Rate	Estimated Cost	Profit
Administration	Anahuac – Administration & Environmental Services - Harvey	N/A	N/A	\$21,000	Unknown
Administration	New Waverly – Administration & Environmental Services	N/A	N/A	\$18,600	Unknown
Administration	Moulton – Grant Administration	N/A	N/A	\$23,696	Unknown
Administration	Hallettsville – Grant Administration	N/A	N/A	\$25,194.51	Unknown
Administration	Lumberton – Administration/Environmental Services	N/A	N/A	\$150,308	Unknown
Administration	Clifton – Grant Administration & Environmental Services	N/A	N/A	\$120,000	Unknown

Subtotal Estimated Costs (Add all costs)					
Total Estimated Price (Subtotal Estimate Costs + Profit)					
Sources & Basis for Estimate (attach additional documentation) See attached GLO documentation provided by the GLO website. https://recovery.texas.gov/grant-administration/reports/reports-contracts/index.html - See GLO Subrecipient Contract Reporting Section					
Describe and attach the basis used to determine ICE prices.					Print pages from this Web Site, scan in and retain for records. Keep all
The City of ABC reviewed the GLO provided 2015, 2016 and Harvey contract reports to gather administrative contract amounts to determine fair and reasonable pricing for application and management services.					
Preparer Signature					Date

NOTE: For complex projects or tasks, include additional supporting documentation, as appropriate. Failure to document the independent cost estimate may result in non-compliance. The contracting agency shall retain supporting documentation of the solicitation, proposal, evaluation, and selection of the service provider in accordance with 2 CFR 200.334.

Independent Cost Estimate (ICE) – An ICE is not completed using quotes; it is completed prior to reviewing responses using estimates from independent sources not associated with potential respondents. Independent sources may include outreach to other communities or referring to past costs for the same or similar services. Appropriate steps must be taken to avoid any real or apparent conflict of interests preventing any parties from obtaining a competitive advantage. The standard for independence is someone not expected to be a respondent. Profit should be a flat fee and not a percentage of costs.

Subrecipient Name	Contract #
--------------------------	-------------------

Solicitation #

Program Description

Contract Type ☐ Fixed Price ☐ Time & Material (Must include decision no other contract type applicable) ☐ Other _____	Procurement Method ☐ Micro Purchase ☐ Small Purchase ☐ Competitive (RFP/RFQ) ☐ Sealed Bid ☐ Non-Competitive
---	---

Project Cost Estimate					
Item	Description	Unit	Rate	Estimated Cost	Profit
Subtotal Estimated Costs (Add all costs)					
Total Estimated Price (Subtotal Estimate Costs + Profit)					
Sources & Basis for Estimate (attach additional documentation)					
Describe and attach the basis used to determine ICE prices.					
Preparer Signature					Date

NOTE: For complex projects or tasks, include additional supporting documentation, as appropriate. Failure to document the independent cost estimate may result in non-compliance. The contracting agency shall retain supporting documentation of the solicitation, proposal, evaluation, and selection of the service provider in accordance with 2 CFR 200.334.

Cost and Price Analysis – Administrative Services

Entity: _____

Program: _____

(CDBG MIT-MOD)

(Need to complete separate form for each program)

All procurements where the expected contract price will exceed \$50,000 must conduct a cost analysis. Complete this form for **each service** that you intend to award as a separate contract.

Price analysis is basically a price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed. Compare the fees of the administrative firm's proposals received to ensure it is a fair and reasonable price for the services to be provided.

Scoring Summary and Cost Comparison

Firm	Service (Administration/Project Service Delivery, etc.)	Total Score	Proposed Cost

Do proposed costs align with cost estimated and/or with previous costs submitted by the vendor or for similar services received in the past?

Grant or Project	Proposed Amount	Actual Cost of Service

Cost Analysis – provide Yes or No answers

Firm:	
Are proposed costs allowable?	
Costs are necessary and reasonable	
Costs meet the requirements of the Federal award	
Costs are consistent with Policies & Procedures and applied uniformly to purchases made from Federal and non-Federal funding.	
Costs are in accordance with Generally Accepted Accounting Principles (GAAP), except for state and local governments and Indian tribes where exceptions have been made in 2 CFR Part 200	
Costs are not included as a cost, cost sharing or matching of any other federally funded project	
Costs are adequately documented	
Are proposed costs reasonable?	
Costs are ordinary and necessary for completion of the activity	
Costs align with current market prices for the good or service in the area	
Are there any restraints or requirements that impact pricing, such as sound business practices, governmental requirements, arm's length bargaining or the terms of the federal award?	
Has the staff exercised sound judgement in making the purchase?	
Are the same procedures followed for Federally funded and non-Federally funded procurement?	
Are proposed costs allocable?	
Is the cost incurred specifically for the CDBG MIT-MOD project(s)?	
Does the cost incurred benefit the CDBG MIT-MOD project(s) and other projects and can the cost be allocated pro-rata across the relevant funding sources?	
Has an indirect cost plan been approved to allocate indirect costs?	
Are all items in the proposal scope of work necessary?	
Does the proposer have a track record of cost overruns?	
Does the cost proposed compare to the costs of similar work (see Price Analysis)?	
Is there any indication that the vendor's costs are likely to increase or decrease over the life of the contract?	
Do the costs reflect the technical approach proposed and the work required?	
Cost complies with the appropriate set of cost principles	

*Allowable: All prices proposed are for elements of GLO's scope of work.

Allocable: All costs are expected to be necessary to complete the scope of work of the anticipated contract.

Reasonable: Costs are prudent and competitive based on the Cost Analysis.

Note the following for compliance monitoring purposes:

The Entity must maintain and make available all documentation utilized during the RFP process, including but not limited to:

- Local Policies and procedures for procurement
- GLO Procurement Checklist <https://recovery.texas.gov/files/resources/contract-procurement/procurement-checklist.pdf>
- Independent Cost Estimate
- Written standard of conduct addressing conflict of interest
- Documentation of independent cost estimate for services
- Proof of advertisement (tear sheet/full-page advertisement/photo copy with publisher's identification and date/publisher's affidavit)
- Proof that 8 or more Firms/Individuals were contacted for proposals, including at least two certified HUB/MWBE, and one LSA.
- A complete RFP packet: Cover letter, request for RFP, rating sheet (if utilized), required RFP forms, and required contract provisions
- Proof that all proposals were received by the Entity, with note or stamped date/time received
- Verification that the Firm and Principals of Firm are not on the SAM.gov debarred list (printout of SAM.gov page with record date)
- Cost Price Analysis
- Executed Minutes of Award/Commissioners Court minutes or Hiring Resolution
- An Executed Contract including all required contract provisions

RESOLUTION

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That PROJECT MANAGEMENT INC. is selected to provide application and project-related administration services for CDBG MIT-MOD program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON _____, 2022.

APPROVED:

City of La Marque, Mayor

ATTEST:

City of La Marque, City Clerk

RESOLUTION NO. R-2022-0058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR GRANT
ADMINISTRATION SERVICES FOR GRANT ELIGIBLE PROJECTS

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the
Houston Galveston Area Council.

WHEREAS, the City of La Marque desires to secure the services of a Grant
Administrator to assist the City of La Marque, Texas in securing grants and preparing
grant applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS
THAT:

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

That the City of La Marque, Texas shall issue a Request for Proposal for Grant
Administration Services for a pending Grant Opportunity Project issued by HUD CDBG
and administered by the Texas General Land Office and Houston Galveston Area
Council.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

Cost and Price Analysis – Administrative Services

Entity: City of La Marque

Program: CDBG MIT-MOD

(CDBG MIT-MOD)
(Need to complete separate form for each program)

All procurements where the expected contract price will exceed \$50,000 must conduct a cost analysis. Complete this form for **each service** that you intend to award as a separate contract.

Price analysis is basically a price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed. Compare the fees of the administrative firm's proposals received to ensure it is a fair and reasonable price for the services to be provided.

Scoring Summary and Cost Comparison

Firm	Service (Administration/Project Service Delivery, etc.)	Total Score	Proposed Cost
Grantworks	Grant Administration	415	\$197,860.00
KSBR	Grant Administration	311	\$291,585.00
Public Management	Grant Administration	430	\$199,000.00
Traylor & Assoc	Grant Administration	358	\$250,000.00

Do proposed costs align with cost estimated and/or with previous costs submitted by the vendor or for similar services received in the past?

Grant or Project	Proposed Amount	Actual Cost of Service
GLO - CDBG -MIT-MOD	ICE - \$333,240.00	\$199,000.00

This contract ("Contract") is made and entered effective _____, 2022 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF LA MARQUE**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for the Community Development Block Grant – Mitigation (CDBG-MIT) Program's Regional Method of Distribution (MOD), administered by the Texas General Land Office (GLO)

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full- fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project Consultant to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements: The Consultant will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency.

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;

- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued:*

<u>CDBG-MIT Grant Amount</u>	<u>Percentage Factor</u>	<u>Fee Not to Exceed</u>
\$0 - \$249,999.99	9.00%	\$22,500.00
\$250,000 - \$749,999.99	8.00%	\$60,000.00
\$750,000 - 999,999.99	7.00%	\$70,000.00
\$1,000,000.00 – 5,000,000.00	4.80%	\$240,000.00
\$5,000,001.00 - \$10,000,000.00	5.00%	\$500,000.00
\$10,000,001.00 - \$20,000,000.00	5.00%	\$1,000,000.00
\$20,000,001.00 - \$24,999,999.99	5.00%	\$1,250,000.00
\$25,000,000.00 - \$30,000,000.00	4.75%	\$1,425,000.00
\$30,000,001.00 - \$40,000,000.00	4.50%	\$1,800,000.00
\$40,000,001.00 - \$50,000,000.00	4.25%	\$2,125,000.00
\$50,000,001.00 - \$75,000,000.00	4.00%	\$3,000,000.00
\$75,000,001.00 - \$100,000,000.00	3.75%	\$3,750,000.00

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

The included Work Authorization is based on the city's allocation of \$4,165,500.00, as detailed in the GLO Approved HGAC Method of Distribution.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.

VII.

Payment of the fees associated with ("Part V. and VI.") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties

agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President

CITY OF LA MARQUE

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated with City of La Marque CDBG-MIT Contract No. XX-XXX-XXX-XXXX, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

One Hundred Ninety-Nine Thousand Dollars and 0/100 (\$199,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>GENERAL ADMINISTRATIVE SERVICES</u>		
<u>MILESTONE</u>	<u>PERCENTAGE</u>	<u>FEE</u>
Kick-off Meeting & Start-up Package	15%	\$28,500.00
Environmental Notice to Proceed	15%	\$28,500.00
Authority to Use Grant Funds	20%	\$38,000.00
Bid Advertise	10%	\$19,000.00
Construction Notice to Proceed	25%	\$47,500.00
As-Builts/COCC/FWCR	10%	\$19,000.00
Closeout Packet Approval	5%	\$9,500.00
Subtotal	100%	\$190,000.00
<u>ENVIRONMENTAL SERVICES</u>		
Environmental Services	N/A	\$9,000.00
Subtotal	N/A	\$9,000.00
TOTAL FEE		\$199,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates. *Upon execution of this Work Authorization Public Management, Inc. is issued Notice to Proceed (NTP) for contract start-up documents and the environmental review record.*

Attachment II
Corporate Hourly Rate & Fee Schedule

PUBLIC MANAGEMENT, INC.
2022 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2022. In January, 2023, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped
Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$150,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.



CITY COUNCIL AGENDA FORM

Meeting Date: October 25, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Selection of Engineering Services Firm for GLO CDBG - MIT -MOD Grant Program - LJA Engineering, Houston, Texas



ATTACHMENTS FOR REFERENCE:

1. Resolution for obtaining Engineering Firm
2. Rating Summary - Engineering Services
3. SOQ Submittal - LJA Engineering

STAFF BRIEFING:

- City Council approved Resolution R-2022-0057 on August 15, 2022
 - Solitations were email and posted on September 29, 2022.
 - Nine (9) SOQ submittals were received on October 12, 2022
 - Rating Committee consisting of three (3) completed the evaluation rating process providing scoring summary (attached).
- City Attorney has reviewed and approved.
 - Finance Director has reviewed and approved.
 - City Manager has reviewed and approved.

History -

- August - Authorization to obtain Engineering Services
- September - Publication of Request for Qualifications (RFQ)
- October - Submittals received

TARGET IMPLEMENTATION -

- November 1, 2022 - Contract signed

SIGNIFICANT ACTION DATES:

- **January 9, 2023 - Applications due to GLO**
-



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION:

- Motion to approve the Submittal for Engineering Services from LJA Engineering

FISCAL IMPACT: The Engineering Services fee is incorporated into the Grant Funding through GLO; therefore there is not a direct expense to the City.

RESOLUTION NUMBER 2022-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING AN AGREEMENT FOR ENGINEERING SERVICES FOR TEXAS CDBG-
MIT-MOD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL
DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH
SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of La Marque plans to apply for Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) program(s) from the Texas General Land Office (GLO) and is soliciting statements of qualifications to provide engineering services for CDBG contract(s); and

WHEREAS, the City of La Marque advertised in the Galveston Daily News; online via City Website Bids Page; and by required email invitations by September 28, 2022

WHEREAS, 9 completed statements of qualifications were received by 10:00 a.m. Wednesday, October 12, 2022, in response to the aforementioned ad; and

WHEREAS, upon full review and consideration of the Evaluation Summary, herein attached as Exhibit 'A' and all matters attendant and related thereto, the City Council is of the opinion that the agreement should be awarded and that the City Manager should be authorized to execute an Agreement for the services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary for the Qualifications, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, are hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2022.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of La Marque, Texas

Engineer/Architect Rating Sheet

Grant Recipient _____

CDBG MIT-MOD

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts.		Score
1.	Has previously designed _____ type of projects	20		
2.	Has worked on federally funded construction projects	15		
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		
4.	Extent of experience in project construction management	15		
	Subtotal, Experience	60		

Work Performance

	Factor	Max.Pts.		Score
1.	Past projects completed on schedule	10		
2.	Manages projects within budgetary constraints	5		
3.	Work product is of high quality	10		
	Subtotal, Performance	25		

Capacity to Perform

	Factor	Max.Pts.		Score
1.	Staff Level / Experience of Staff	5		
2.	Adequacy of Resources	5		
3.	Professional liability insurance is in force	5		
	Subtotal, Capacity to Perform	15		

TOTAL SCORE

	Factor	Max.Pts.		Score
☐	Experience	60		
☐	Work Performance	25		
☐	Capacity to Perform	15		
	Total Score	100		

RESOLUTION NO. R-2022-0057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR ENGINEERING
SERVICES FOR GRANT ELIGIBLE PROJECTS

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the
Houston Galveston Area Council.

WHEREAS, the City of La Marque desires to secure the services of an engineer to
assist the City of La Marque, Texas in securing grants and preparing grant
applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS
THAT:

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

That the City of La Marque, Texas shall issue a Request for Qualifications for
engineering services for a pending Grant Opportunity Project issued by HUD CDBG and
administered by the Texas General Land Office and Houston Galveston Area Council.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

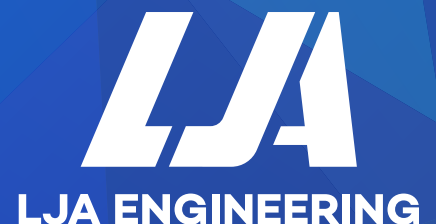
STATEMENT OF QUALIFICATIONS

City of La Marque

*Request for Qualifications (RFQ) for
Engineering/Architectural Services
CDBG MIT-MOD*

October 12, 2022

We seek solutions.



» TRANSMITTAL LETTER



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October 12, 2022

POINT-OF-CONTACT

Kierra Nance, City Clerk
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Mark Havran, PE
 Project Manager
 713.657.6014
 mhavran@lja.com

Re: City of La Marque Request for Qualifications (RFQ) for Engineering/
Architectural Services CDBG MIT-MOD

Dear Ms. Nance:

LJA Engineering, Inc. (LJA) is pleased to respond to the Request for Qualifications for professional engineering services for the application and project implementation of a contract, if awarded, from the CDBG - Mitigation Fund of the General Land Office (GLO) Community Development and Revitalization. LJA is an employee-owned, full-service consulting engineering firm serving the public and private sectors across the southeastern US and beyond.

FIRM'S UNDERSTANDING OF THE SCOPE OF WORK TO BE PERFORMED

It is our understanding that LJA will be supporting the City of La Marque and the Grant Administrator in satisfying the requirements for the General Land Office for State and Federal Community Development Block Grant Disaster Recovery (CDBG-MIT) projects for which the City has received funds for. The initial work will include preliminary engineering and design support. LJA will then proceed with final engineering and approvals. Next, LJA would assist the City in bidding and awarding the project, and finally, LJA would provide construction phase services to oversee the construction of the project and approve all requests for payment and any revisions to the contracts. LJA would also be responsible to help the City in support of any specialized services needed for the project such as geotechnical investigations, environmental site assessments, field surveys, feasibility studies, and archaeological studies. Finally, LJA would support the City and Grant Administrators in the final paperwork necessary to provide the GLO for project closeout. We will provide all engineering services in compliance with the US Department of Housing and Urban Development (HUD) and guidelines issued by the GLO. All the above would have to be accomplished in the time frame as established by the GLO.

CONFIRMATIONS

LJA meets appropriate state licensing requirements to practice as an Engineer in Texas.

No substandard work has been performed by LJA within the last five years.

LJA has not, and will not, engage in any unethical practices at any time.

ADDITIONAL INFORMATION

Through our experience with numerous cities and projects that grew out of Hurricanes Rita, Ike, and Harvey, LJA is very familiar with the special requirements of public funding and grant administration to achieve successful results for our clients.

LJA appreciates the opportunity to submit this SOQ. The LJA Team will be led by Project Manager, Mark Havran, PE. He will be the main point-of-contact and can be reached by his office number 713.657.6014 or cell number, 817.681.7550. As the Principal-in-Charge, I can be reached by my office number at 713.657.6030 or my cell number at 713.202.0401 (24/7). Please call if you have any questions concerning our submittal.

Sincerely,

Wallace Trochesset, PE
Senior Vice President

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» EXPERIENCE

COMPANY PROFILE

LJA was established to be the premier engineering firm across the southeastern US and beyond by providing high-quality, innovative, and cost-effective services to our clients. From the beginning, the firm stood out by recognizing the importance of quality engineering solutions amid a culture of visionary leadership and collaborative delivery. Our reputation is built upon a 50-year legacy of mutual trust – among our staff and our clients – driving our commitment to deliver the best solutions for complex building and business challenges.

Founded in 1972 when John “Dutch” Lichliter established The Lichliter Company, Bill Jameson joined the firm in 1976 as president and the firm was renamed Lichliter/Jameson & Associates. The firm evolved into LJA Engineering, Inc. in 2011, as it is known today. At LJA, we continue to build upon our reputation, while broadening our knowledge and constantly striving to be better.

To us, there is no measure that matters more than our own drive to exceed the firm we were yesterday. And, to our clients, this is what they value most and have come to expect. Our history defines us, but in no way limits us. We are proud of landmark projects from our past and look forward to blazing a new path and setting the new standard. The best companies are about great people – and great people, working together, make great projects.

With over 1,500 employees in 40 offices across Texas, Tennessee, Oklahoma, Florida, Georgia, South Carolina, and Colorado, we are organized around eight comprehensive sectors:

- » Public Works
- » Transportation
- » Central Texas Infrastructure
- » Land Development
- » Energy
- » Environmental
- » Surveying
- » Rail

LJA has received awards for not only project excellence, but more importantly for our ability to connect with our employees, our clients, and our communities. National and regional awards over the years include:



- » Top Workplace
- » Best Places to Work
- » Hot Firm
- » Fast 100
- » Top Design Firm
- » Top Civil/Structural Firm

LJA was recently named #55 by ENR National as a Top 500 Design Firm, #42 as a Top Pure Design Firm, #114 by ENR Top 150 Global Design, and as the 2019 Design Firm of the Year by ENR Texas & Louisiana.

50

YEARS IN BUSINESS

1,500

EMPLOYEE OWNERS

8

SECTORS

40

OFFICES

Office Providing Services:



11821 East Freeway
Suite 360
Houston, TX 77029



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EXPERIENCE WITH PUBLIC WORKS CONSTRUCTION

LJA is a southeast US civil engineering firm with a long-standing record of work on primarily public works infrastructure projects for local government entities. We have successfully completed many water and wastewater improvement projects, as well as paving and drainage, bridge, and road improvement projects. These projects include right of way evaluation, coordination with utilities, coordination with existing infrastructure, and rear easement utility work.

Additionally, with an extensive history of successful drainage projects on every scale, from local neighborhood developments to massive regional drainage master plans and pump stations for a variety of agencies, LJA is uniquely qualified to provide exceptional service to the City in conjunction with storm mitigation, flood, and drainage enhancements.

EXPERIENCE WITH FEDERALLY FUNDED CONSTRUCTION PROJECTS

LJA has served as the design engineer on many Community Development Block Grant (CDBG) funded projects administered through Texas Department of Rural Affairs (TDRA), TCDP, and ORCA and Texas Water Development Board (TWDB) projects dating back to the mid-1970s. We have successfully assisted clients with obtaining grant funds and completed many road rehabilitation, drainage improvement, and water and wastewater service enhancement projects funded through various grant and cost sharing programs.

LJA has completed numerous CDBG projects for the following cities and counties:

- » City of La Marque
- » City of Alvin
- » City of Rosenberg
- » City of Friendswood
- » City of Kemah
- » City of Jacinto City
- » City of Galena Park
- » City of Hardin
- » City of Prairie View
- » Galveston County.

These projects include Disaster Recovery projects through the Texas General Land Office for CDBG and projects through the regular CDBG program for the municipalities. For the Disaster Recovery type projects, these projects were based on facilities that had a failure to function or that were damaged from the disaster. The projects included items such as generators, paving/drainage rehabilitation, stormwater pump stations, lift stations rehabilitation, water distribution rehabilitation, sanitary sewer rehabilitation, water plant rehabilitation, and wastewater plant rehabilitation.



SCOPE OF WORK THE SERVICE PROVIDER PROPOSES TO PERFORM

PROJECT DESCRIPTION

LJA will provide all necessary services including grant application assistance, preliminary engineering, field work, design phase services, bidding phase services, construction contract administration, and contract close out. We will be available to attend status meetings and the City's meetings, as necessary, in order to keep the City informed of project progress and issues.

PROJECT MANAGEMENT

LJA proposes Mark Havran, PE to serve as the Project Manager and Wallace Trochesset, PE to serve as Principal-in-Charge for the City's projects. Mark and Wallace each have extensive experience in the design and construction of municipal and public infrastructure projects in addition to managing projects funded through a wide variety of state and federal programs. Together, they will manage and allocate the necessary LJA resources to meet the City's specific needs and ensure that all possible variables are considered in the preliminary design phase.

LJA understands the value of service and will be available to the City, whenever needed, throughout this process. While a returned phone call may not be seen as much, a phone call that is not returned in a very timely manner is tremendous and can have a lasting negative effect on how our clients view us.

***We make every effort to respond to our clients quickly.
We pledge to do the same for the City of La Marque.***

PROJECT APPROACH

The emphasis of LJA's technical approach will be to ensure that the project will be completed in a timely manner and assure that any potential project savings, both in time and cost, will be realized by the City, thereby maximizing benefits.

LJA's technical approach utilizes a systematic, chronological, and qualitative process to meet outlined milestones. This approach demonstrates our understanding of the project and how LJA will provide innovative design solutions, along with a practical engineering basis, regarding design, rehabilitation, methodology, material selection, and construction phasing, while meeting the City of La Marque engineering and operational requirements.

The overall scope includes specific tasks drawing upon LJA's technical and management skills. These tasks include the following phases: grant application assistance, preliminary engineering, final engineering plan and specification development, bidding, construction engineering services and inspections, and additional services (i.e. field surveying, geotechnical investigation, and materials testing, etc.). LJA utilizes its technical skills and project management experience to ensure that projects are completed on schedule and within budgetary constraints, when possible. We have a history of providing exceptional service and solutions to make the most of project resources and budgets.

PRE-AWARD SERVICES

1. Assist with the development of the grant application
2. Develop cost estimates, maps, and project narratives for the grant application



POST-AWARD ENGINEERING SERVICES

Initial Engineering and Design Support

LJA will prepare a preliminary design representing a 30% design completion for approval by the City. Such designs generally consist of preliminary layouts, sketches, recommended design criteria, replacement and/or rehabilitation methodologies, and preliminary construction cost estimates. Field surveying and geotechnical services will also be conducted at this time. The preliminary engineering services are more specifically defined below:

1. Prepare plans showing specific replacement, rehabilitation, and repair methodologies. Where justified, two or more methodologies may be recommended for the final documents as alternatives for competitive bidding
2. Interview key operational personnel to obtain their understanding regarding existing problems, procedures used in the past, and any recommended improvements to the system
3. Obtain existing "as-built" plans and shop drawings, if available
4. Obtain existing design plans for all currently proposed work and work currently under construction, if any
5. Site visit with the City's representative or operations personnel to discuss the project
6. Conduct field surveying services and geotechnical borings, as required
7. Outline the specifications
8. Develop and/or refine cost estimates
9. Present final design and construction schedule, including any special construction phasing requirements
10. Submit preliminary engineering package for review by the City

Engineering and Final Design Support

Final design includes the necessary engineering services for the preparation of plans and specifications to reflect the recommended improvements. LJA will conduct monthly progress meetings during the final design phase with the City's staff to discuss work completed to date, schedule, and other issues. We will prepare completed contract documents (plans and specifications) for use in bidding and constructing the work associated with the project. The following tasks are included:

1. Incorporate all review comments and other items identified in preliminary engineering, including any alternate construction/rehabilitation technologies identified as possible cost savings, which may include trenchless construction methods
2. Prepare detailed construction drawings, specifications, and bidding package for the proposed project
3. Prepare technical specifications in a format acceptable to the City
4. Prepare a final construction cost estimate based upon the completed plans and specifications
5. Submit completed documents to required regulatory agencies for review and respond to their comments
6. Obtain required approvals from all governmental authorities with jurisdiction over the design or operation of the project
7. Obtain signatures of all public and private utilities affected by the project
8. Perform a technical review of contract documents and a constructability review of the documents at the 60% completion stage in conjunction with the City
9. Present interim design documents to the City for review and comment at 60%, 90%, and 100% completion milestones. The 100% set will include reproducible documents for signatures and bidding

Contract Procurement (Bid and Award) Support

LJA will provide the following services as directed and as agreed upon by the City:

1. Upload bid documents per the City's preferred method using the final construction drawings, specifications, and contract documents for bidding distribution
2. Assist the City in preparation of the advertisement for this project
3. Prepare a single project bid document
4. Conduct a pre-bid conference (mandatory or non-mandatory per the City) between LJA, the City, and prospective bidders, suppliers, etc., and answer, by written addenda, contractors' and suppliers' functional and technical questions during the bidding phase



- 
5. Assist the City in the opening of bids for construction of the project, tabulate and evaluate bids, and prepare a recommendation letter for City action
 6. Assist the City with issuing the contractor notice of award, preparation of construction contract, and contractor notice to proceed

Experience in Project Construction Management

LJA will perform project management duties throughout the construction phase, including tracking of the budget and schedule, and meeting with the City on a monthly basis, or as appropriate, for project updates.

1. Construction administration and documentation will be performed by LJA as required.
2. LJA will conduct monthly construction progress meetings.
3. The Project Manager will make periodic visits to project site to observe the progress and quality of the various aspects of the contractors' work. LJA will participate in substantial and final completion inspections of the project.
4. LJA will furnish a Resident Project Representative (RPR), assistants, and other field staff to assist the City in further verifying the work of the Contractor in addition to the standard construction phase services provided by LJA above. The RPR is LJA's agent at the site, acting as directed by the engineer and conferring with the City as necessary. LJA will continue performing project management related duties throughout construction.

Submittal review will include the following:

1. Perform technical and functional review of all shop drawings and other submittals
2. Log in, track, and distribute submittals to the various disciplines and subconsultants
3. Respond to all contractor Requests for Information (RFIs)
4. Review and comment on all change order requests and initiate and/or process change order requests when appropriate

Specialized Services

LJA is a full service engineering firm with in-house specialists ready and able to provide all planning and feasibility studies, perform necessary detailed surveying and legal document preparation associated with properties or easements to be acquired, environmental services, including site investigations, Phase I and Phase II assessments, and archaeological studies.

We have also enlisted the help of Geotest Engineering, Inc. to provide geotechnical services. The team members that will be performing the City's scope of work were selected based on our personal experience working with them and personal knowledge that they have the ability to meet or exceed our expectations, as well as the City's expectations.



» WORK PERFORMANCE

All projects listed below are in the general region.

Disaster Relief, Texas Department of Rural Affairs

 **Client:** City of La Marque  La Marque, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA has been responsible for designing major upgrades to the City of La Marque's infrastructure which includes the complete design of multiple water plants, groundwater well rehabilitations, multiple 500,000 gallon pre-stressed concrete ground storage tanks, groundwater well addition, installation of generators ranging in size from 30kW to 350kW, sanitary sewer collection system rehabilitation, 12" waterline interconnect, and street improvements.

- » **Fire Station Generator Replacement:** Construction Cost \$58k
- » **Generators (Volney LS, Delaney LS, and WWTP):** Construction Cost \$489k
- » **Backflow Preventer (Surface Water Take Point #1):** Construction Cost \$12k
- » **Replacement of Magnolia Water Plant:** Construction Cost \$1.2M
- » **Surface Water Take Point No. 2 (Well and Generator Addition):** Construction Cost \$915k
- » **Sanitary Sewer Rehab:** Construction Cost \$773k
- » **Woodland And Lake Street Improvements:** Construction Cost \$854k
- » **12" Waterline Interconnect:** Construction Cost \$669k
- » **36" Sanitary Sewer Rehab:** Construction Cost \$364k

Disaster Relief, Texas Department of Rural Affairs

 **Client:** County of Galveston  Galveston, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA prepared site work and design for a multitude of generators that ranged in size from 5kW to 125kW, located at sites that all required different needs to be addressed from utility service to public safety. LJA also prepared designs for a waterline rehabilitation and a sanitary sewer rehabilitation project for the City of Dickinson.

- » **Permanent Emergency Generators for Facilities;** Construction Cost \$862k
- » **Santa Fe High School Generator;** Construction Cost \$1.4M
- » **Galveston County Justice Center Generators;** Construction Cost \$1.5M
- » **High Island Middle School and Crenshaw Elementary School Generator Receptacles and Transfer Switches;** Construction Cost \$107k
- » **Waterline Rehabilitation;** Construction Cost \$1.4M
- » **Sanitary Sewer Rehabilitation;** Construction Cost \$720K

Disaster Relief, Texas Department of Rural Affairs

 **Client:** City of Friendswood  Friendswood, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA prepared site work and design for a multitude of generators that ranged in size from 20kW to 300kW to prevent utility failure and ensure the continuation of water and wastewater operations.

- » **Surface Water Plant #1 and Water Plant #2 Emergency Generators:** Construction Cost \$342k
- » **Lift Stations Group A Emergency Generators:** Construction Cost \$390k
- » **Lift Stations Group B Emergency Generators:** Construction Cost \$594k
- » **Fire Station #1 and #2 Emergency Generators:** Construction Cost \$113k
- » **Fire Station #3 Rehabilitation:** Construction Cost \$312k



Disaster Relief, Texas Department of Rural Affairs

 **Client:** City of Kemah  Kemah, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA designed a 50,000 GPM storm water pump station to prevent flooding in the lowest area of Kemah. Rehabilitation of Kipp and Harris Avenue included base repairs, asphalt overlay, and replacement of asphalt streets with concrete for the West Kemah Subdivision, including coordination with multiple pipeline crossings and residences.

- » **Storm Water Pump Station;** Construction Cost \$1.3M
- » **Kipp Avenue Rehabilitation;** Construction Cost \$336k
- » **West Kemah Street and Drainage Improvements;** Construction Cost \$1.5M

Disaster Relief, Texas Department of Rural Affairs

 **Client:** City of Jacinto City  Jacinto City, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA prepared approximately 2,600 LF of sanitary sewer rehabilitation, upgrades to the wastewater treatment plant that consisted of a motor control center and sludge dewatering facility, site work and design for a multitude of generators that ranged in size from 60kW to 350kW, and a water plant upgrade to increase operational capacity at the current plant.

- » **Wastewater Treatment Plant Upgrades (MCC, Generator and Sludge Dewatering):** Construction Cost \$1.8M
- » **Generators;** Construction Cost \$345k
- » **Cynthia Square Sanitary Sewer Rehab;** Construction Cost \$91k
- » **Market Street Water Plant Rehabilitation;** Construction Cost \$631k
- » **Sanitary Sewer Rehabilitation;** Construction Cost \$395k
- » **Mercury Drive Lift Station;** Construction Cost \$220k

CDBG-DR, Generator, Quick Connects, and SCADA

 **Client:** City of Freeport  Freeport, TX

 **Performance:** ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA prepared site work and design for five generators, three located at the City's water plant sites, and two located at the City's storm water pumping stations. LJA also designed 31 quick connects to the City's existing lift station and a SCADA monitoring system.

- » Estimated Construction Cost: \$1.2M

Additional CDBG Experience

- » City of Jacinto City FY 2012 Waterline and Fire Protection Phase II, Jacinto City, TX
- » City of Jacinto City FY 2016 Water Mains and Fire Protection, Jacinto City, TX
- » City of Jacinto City FY 2018 Waterline Rehabilitation, Jacinto City, TX
- » City of Galena Park FY 2008 Wastewater Treatment Plant No. 1, Galena Park, TX
- » City of Galena Park FY 2010 Infrastructure Rehabilitation Project, Galena Park, TX
- » City of Galena Park FY 2016 Waterlines and Fire Protection, Galena Park, TX
- » City of Hardin FY 2017 Sanitary Manhole Rehabilitation, Hardin, TX
- » City of Kemah FY 2016 Kipp Avenue Waterline Replacement and Force Main Extension, Kemah, TX
- » City of La Marque FY 2018 Sanitary Sewer Rehabilitation, La Marque, TX
- » City of Prairie View FY 2017 Sanitary Sewer Rehabilitation, Prairie View, TX



CDBG-DR, Generators at Wastewater Treatment Plant and Water Well No. 8

Client: City of Alvin

Location: Alvin, TX

Performance: ✓ On Time (In Progress), ✓ Within Budget, ✓ High Quality



LJA designed improvements, consisting of standby emergency generators and required electrical provisions to the wastewater treatment plant, two water plants, and the public services facility in the City of Alvin. The scope of this project includes new structurally reinforced concrete pads and generators at each site. When the project bid in May of 2021, the bids were high due to price escalations and material shortages surrounding the pandemic. Working with the City, Grant Administrator, and General Land Office, we moved forward with a limited scope for the project perform the improvements at the Wastewater Treatment Plant and Water Well No. 8.

» Construction Cost: \$850k

» Estimated Completion: 2024

CDBG-DR – Lift Station 9 and 10 Electrical Improvements

Client: City of Rosenberg

Location: Rosenberg, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA designed improvements to Lift Stations 9 and 10 which were overwhelmed by flooding caused by Hurricane Harvey. Lift Stations 9 and 10 were inundated by floodwater that submerged the lift stations control panels. LJA worked with the City of Rosenberg to design improvements to raise and harden the electrical components of both lift stations. The design scope of this project included new electrical controls placed on new elevated platforms at each site. When the project first bid in November of 2020 the bids were high due to price escalations and material shortages surrounding the pandemic. Working with the City, Grant Administrator, and General Land Office, we rebid the project in April of 2021 with the Lift Station 10 improvements included as an alternate and subsequently awarded the Lift Station 9 improvements only.

» Construction Cost: \$245k

» Completion: 2021



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PAVING AND DRAINAGE PROJECTS

Westside Paving and Drainage

Client: City of Hedwig Village 📍 Hedwig Village, TX

Performance: ✓ On Time (In Progress), ✓ Within Budget, ✓ High Quality



LJA provided preliminary report, exhibits, public meetings, workshops, and recommendations to City Staff and representatives based on a City-wide drainage study. The Westside Paving and Drainage project will consist of over 14,000 LF of roadway including drainage, waterlines, sewer lines, and all appurtenances associated with replacing an existing narrow asphalt open ditch residential roadway, relocating its location within the ROW, trail replacement, lowering the street, and correcting its cross section. Special coordination with the City, Harris County, Flood Control District, Memorial Village Water Authority, and private utilities was needed to plan and budget for the project. Special construction concerns and methods were taken into consideration in such a way to impact residents as little as possible when the project is constructed. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system in order to sheet flow water across town more effectively and efficiently to the City's ultimate outfall in order to help prevent the structural flooding throughout the City that has been experienced more frequently in recent years. Also, the proposed project was value engineered to minimize the required money spent while focusing on drainage in order to still accomplish its goal.

» Estimated Construction Cost: \$15M

» Expected Completion: 2025



23rd Street County Road Bond

Client: Galveston County

Location: Galveston, TX

Performance: ✓ On Time (In Progress), ✓ Within Budget, ✓ High Quality



LJA designed and provided plans and specifications for the construction of 23rd Street consisting of 3,880 LF of roadway including drainage/storm sewer, sanitary sewer, waterlines, and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway, as well as all the utilities under the road.

» Construction Cost: \$10.2M

» Expected Completion: 2023

73rd Street Reconstruction

Client: City of Galveston

Location: Galveston, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



Due to drainage concerns with existing infrastructure along 73rd Street, the City of Galveston hired LJA to investigate and address the issue. The existing asphalt surface was milled and replaced then the storm sewer underneath the road was upsized. As well as replacing storm sewer, new waterlines were installed during construction to limit further impacts to the new pavement. Special geomembrane material was used in order to prevent cracking due to poor subgrade and proximity to the water table. The existing drainage improvements require USACE approval and coordination for the new outfall that was installed in tidally influenced water. This project was built from July 2019 to February 2021.

» Construction Cost: \$2.2M

» Completion: 2022



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Bel Road Extension and Linear Detention Ditch

Client: City of Kemah

Location: Kemah, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA designed and provided plans and specifications for the construction of Bel Road Extension and Linear Detention Ditch. This included 2,000 LF of brand new roadway including drainage, pedestrian beautification, ROW acquisition, expansion of a 1,400 LF detention ditch and all appurtenances associated with building a new concrete roadway. Coordination with TxDOT, CenterPoint, pipelines, and the County of Galveston was needed for this project.

» Construction Cost: \$1.4M

» Completion: 2020

Sylvan and Jefferson Street Road Rehabilitation

Client: City of La Porte

Location: La Porte, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA designed and provided plans and specifications for the construction of Sylvan Street and Jefferson Street consisting of 1,500 LF of roadway including drainage, waterlines, and all appurtenances associated with replacing an existing narrow concrete residential roadway, relocating its location within the ROW, and correcting its cross section. Special coordination with the City, Harris County, and private utilities was needed to design the road in such a way to impact residents as little as possible. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system, and to maximize the money spent while focusing on drainage.

» Construction Cost: \$800k

» Completion: 2020



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Cien Road and Meadow Lane

Client: City of Kemah

Location: Kemah, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality

Designed and provided plans and specifications for the construction of Cien Road and Meadow Lane consisting of 2,350 LF of roadway including drainage, pedestrian beautification, bike lane, drainage, and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction which rehabilitated park parking spaces for residents to use during construction and also better serve the residents.

» Construction Cost: \$700K

» Completion: 2017

Scotch Moss Lane

Client: City of La Porte

Location: La Porte, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality

Designed and provided plans and specifications for the construction of Scotch Moss Lane consisting of 2,050 LF of roadway including drainage, sidewalk, waterlines, and all appurtenances associated with rehabilitating an existing failing concrete residential roadway and constructing a new concrete roadway. Special coordination with the City was needed to design the road in such a way to extend the money spent and fix the concrete roadway while salvaging as much of the existing concrete as possible.

» Construction Cost: \$650K

» Completion: 2017

Bayshore Drive

Client: City of Kemah

Location: Kemah, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



Designed and provided plans and specifications for the construction of Bayshore Drive consisting of 1,650 LF of roadway including drainage, pedestrian beautification and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction which included the rerouting of the new roadway to better serve the residents.

» Construction Cost: \$310K

» Completion: 2017



Seawall Sidewalk and Endcap

Client: Galveston County

Location: Galveston, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



In the wake of the devastation caused by Hurricane Ike in 2008, the iconic seawall structure protecting Galveston for over 100 years, was significantly damaged. LJA was charged with removing, replacing, and repairing 16 miles of sidewalks and storm drains that flowed through the impressive structure. Structural bedding was washed away by the storm, leaving voids that threatened the integrity of the seawall. The seawall endcap is now restored and the structure is intact and functioning as designed. The smoother surface invites bikers, joggers, and other recreational users to enjoy the new path.

» Construction Cost: \$1.25M

» Completion: 2016

Woodland and Lake Street

Client: City of La Marque

Location: La Marque, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality

LJA designed and provided plans and specifications for the construction of Woodland Street and Lake Street consisting of 3,500 LF of roadway and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction. Coordination with the County was also performed since the roadway crossed existing hurricane protection and levee gate used to protect residents from flooding in the City.

» Construction Cost: \$613K

» Completion: 2015



WATER REHABILITATION PROJECTS

Kirby Street Water Plant Rehabilitation

Client: City of La Marque

Location: La Marque, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA constructed a water supply plant to boost the pressure in the City's water distribution system, including a 500,000 gallon pre-stressed concrete ground storage tank, concrete masonry operations building housing three 50 hp horizontal split-case pumps each with a capacity of 1,000gpm at 135' TDH, controls, and chemical feed systems, as well as a 300 kW emergency stand-by generator, connection to the City's on-site 400,000 gallon multi-legged elevated storage tank, and connection to the City's water distribution system.

» Construction Cost: \$1.7M

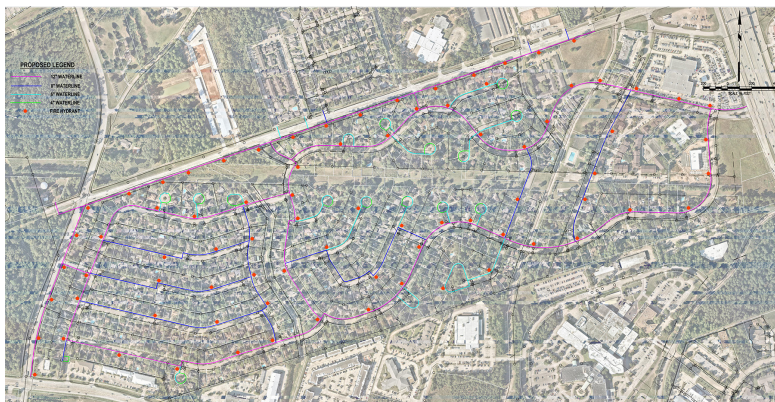
» Completion: July 2016

Waterline Rehabilitation 2019

Client: City of Conroe

Location: Conroe, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 36,725 LF of waterlines, ranging in size from 4" to 8", including valves, fire hydrants, the reconnections of more than 350 service connections, and all appurtenances. This waterline work is within both residential and commercial areas along the rights-of-way of Palestine, Roberson, Waco, Lewis, Dallas, San Jacinto, Thompson, Austin, Conroe, Adkins, Turner/Airport, Shady Oaks, Memory Lane, Shady Oaks, Pacific, N. 7th, N. 8th, N. 5th, Edgar, E. Phillips, S. 11th, S. 12th, N. 3rd, Sherman, Avenue A, Academy, and Criminal Justice within the City of Conroe. In an effort to get construction underway by the beginning of the next fiscal year, working with the City we combined the four separate projects into one and shortened our original schedule by four months. Topographic surveys, design, dry utility coordination and reviews, agency reviews, and City reviews for the seven miles of waterline rehabilitation was completed in under 10 months.

» Construction Cost: \$3.6M

» Completion: 2021



SOQ • City of La Marque

Engineering/Architectural Services CDBG MIT-MOD RFQ

We seek solutions. » 15

Hurricane Harvey Disaster Cost Recovery for Wastewater Treatment Plants

Client: City of Houston WWTP **Location:** Houston, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality

This project covered analysis work for the following City of Houston Wastewater Treatment Plants (WWTP): Northeast WWTP, Northwest WWTP, WCID WWTP, and Westway WWTP. The project included taking inventory of all existing assets at each site and identifying missing assets to add. A condition assessment was performed for every asset identifying the asset integrity and critical information for asset performance. Assets were then checked to meet current design codes with special attention to ones possibly damaged by Hurricane Harvey. A technical report and cost estimate were developed for each site outlining all assets damaged by Hurricane Harvey, all assets that need work to meet code, and mitigation options to prevent further flood related damages.

» Construction Cost: \$400,000

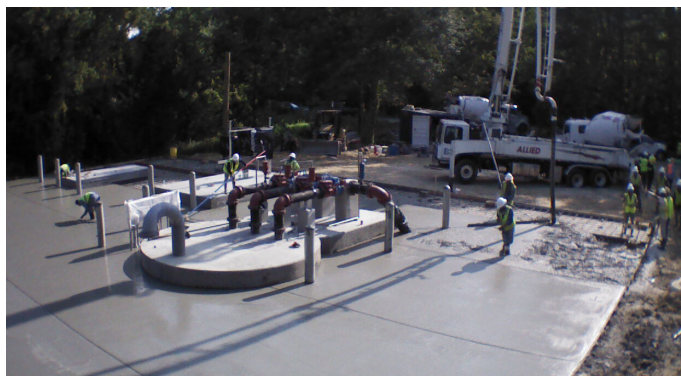
» Completion: Ongoing

SANITARY SEWER REHABILITATION PROJECTS

Kidd Road Lift Station and Sanitary Sewer Rehabilitation

Client: New Caney MUD **Location:** New Caney, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided project management, engineering, and design support services to provide plans and specifications for the demolition of the existing lift station and construction of a triplex submersible lift station with an 18' diameter (ID) concrete wet well, an expansion of the lift station's firm capacity to 3.1 MGD. Work includes all site work, structural, mechanical, electrical, and control components of the lift station, fencing, pavement, gravity sanitary sewers, force main, manholes, and all appurtenances necessary to deliver a complete and operational lift station to the owner.

» Construction Cost: \$955,350

» Completion: 2019



Bluebell Lift Station Replacement

Client: Harris County WCID No. 1 📍 Harris County, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided project management, engineering, and design support services to provide plans and specifications to replace the existing lift station with a new lift station. Work includes all site work, structural, mechanical, electrical, and control components of the lift station, fencing, pavement, gravity sanitary sewers, force main, manholes, as well as the rehabilitation of approximately 380 LF of sanitary sewer ranging in size from 6" to 12", and all appurtenances necessary to deliver a complete and operational lift station to the owner.

» Construction Cost: \$665K

» Completion: 2019

South Street Lift Station and Force Main Replacement

Client: New Caney MUD 📍 New Caney, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided project management, engineering, and design support services for all site work, structural, mechanical, electrical, and control components of the lift station, fencing, pavement, gravity sanitary sewers, force main, manholes, and all appurtenances necessary to deliver a complete and operational lift station to New Caney Municipal Utility District, as well as construction of approximately 7,000 LF of sanitary sewer force main and approximately 1,000 LF of 18" sanitary sewer gravity lines to divert flow to the large diameter trunk sewer transmission line, currently being designed, in order to alleviate other areas of the collection system.

» Construction Cost: \$1.4M

» Completion: 2020



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Engineering/Architectural Services CDBG MIT-MOD RFQ

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Large Diameter Trunk Sewer Transmission Line

Client: New Caney MUD 📍 New Caney, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided project management, engineering, and design support services to provide plans and specifications for the construction of approximately 9,000 LF of 24" to 36" gravity sanitary sewer trunk lines including manholes, service connections, connections to the existing collection system, and all appurtenances within New Caney MUD. During the construction phase of the project, utilities at Loop 494 and the proposed Grand Parkway overpass needed to be relocated. LJA quickly created plans and specifications for the relocations of a force main and a waterline, both including encased crossings of TxDOT ROW. We were able to get it approved through TxDOT's UIR system and added to this project as a change order quickly enough for the project be completed on time even with the additional work.

» Construction Cost: \$2.3M

» Completion: 2019

Trunk Sewer Rehabilitation

Client: New Caney MUD 📍 New Caney, TX

Performance: ✓ On Time, ✓ Within Budget, ✓ High Quality



LJA provided project management, engineering, and design support services to provide plans and specifications for the construction of approximately 5,000 LF of 21" and 24" gravity sanitary sewer trunk lines including manholes, service connections, connections to the existing collection system, and all appurtenances necessary to deliver a complete and operational lift station to New Caney MUD.

» Construction Cost: \$907K

» Completion: 2017



SOQ • City of La Marque
Engineering/Architectural Services CDBG MIT-MOD RFQ

We seek solutions. » 18

REFERENCES

The following is a list of references to demonstrate our quality of work.

LORENZO WINGATE, PE, CFM

City of La Porte

City Engineer
281.470.5058
wingatel@laportetx.gov

MICHAEL SHANNON, PE

Galveston County

County Engineer
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JASON HULL, PE

Port Freeport

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KYLE REED

City of Jacinto City

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TRINA JANKOWSKI

City of Galveston

Construction Manager
409.797.3966
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LISA MODISETTE

City of Hedwig Village

City Secretary
713.465.6009
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WALTER GANT

City of Kemah

City Administrator
281.334.5414
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JULIO BIZARRO

City of Galena Park

Water and Wastewater Superintendent
713.855.2166
jbizarro@cityofgalenapark-tx.gov

RICKY MCDONALD

New Caney Municipal Utility District

General Manager
281.659.5547
ricky@newcaneymud.org

MARK TAYLOR

Harris County WCID No. 1

General Manager
281.426.2115
mark@hccwid1.com

The strongest indication of our success stems from client satisfaction and industry recognition. A carefully honed internal culture of dedication, commitment, and client-focused results is indicative of our approach to our work at all levels and evident in the way we conduct our business.



PAST/CURRENT LOCAL GOVERNMENT CLIENTS

LJA is committed to assisting clients with solving drainage, transportation, water, wastewater, and architectural challenges in the Gulf Coast area. LJA has served a variety of clients that include counties, cities, river authorities, port facilities, water districts, and private developers. Assignments include water and wastewater facility design, as well as numerous drainage and flood control projects, urban and rural roadway projects, construction management, coastal and environmental, midstream infrastructure, rail services, surveying, and utility design for the following:

- » Brazoria County
- » Brazos County
- » Chambers County
- » City of Alice
- » City of Alvin
- » City of Anahuac
- » City of Aransas Pass
- » City of Austin
- » City of Beaumont
- » City of Bevil Oaks
- » City of Bridge City
- » City of Cedar Park
- » City of China
- » City of Conroe
- » City of Corpus Christi
- » City of Dallas
- » City of Dayton
- » City of Dickerson
- » City of Eagle Pass
- » City of Freeport
- » City of Freer
- » City of Friendswood
- » City of Galena Park
- » City of Galveston
- » City of Groves
- » City of Hardin
- » City of Hedwig Village
- » City of Houston
- » City of Huntsville
- » City of Hutto
- » City of Ivanhoe
- » City of Jacinto City
- » City of Jasper
- » City of Kemah
- » City of Kingsville
- » City of Kyle
- » City of La Marque
- » City of La Porte
- » City of Lake Jackson
- » City of League City
- » City of Lumberton
- » City of Marble Falls
- » City of Mathis
- » City of Missouri City
- » City of Monroe
- » City of Nederland
- » City of New Braunfels
- » City of Nome
- » City of Orange
- » City of Pasadena
- » City of Pearland
- » City of Pflugerville
- » City of Pine Forest
- » City of Plum Grove
- » City of Port Arthur
- » City of Port Arthur Transit Authority
- » City of Port Neches
- » City of Portland
- » City of Prairie View
- » City of Richmond
- » City of Richwood
- » City of Robstown
- » City of Rockport
- » City of San Angelo
- » City of San Benito
- » City of San Marcos
- » City of Silsbee
- » City of Sour Lake
- » City of Stafford
- » City of Sugar Land
- » City of Texas City
- » City of Vidor
- » City of West Columbia
- » Fort Bend County
- » Galveston County
- » Hardin County
- » Harris County
- » Hays County
- » Jasper County
- » Jefferson County
- » Jim Wells County
- » Kleburg County
- » Liberty County
- » Lumberton Municipal Utility District
- » Montgomery County
- » Orange County Drainage District
- » Orange County Water Control & Improvements District No. 1
- » San Jacinto County
- » Trinity Bay Conservation District
- » Tyler County



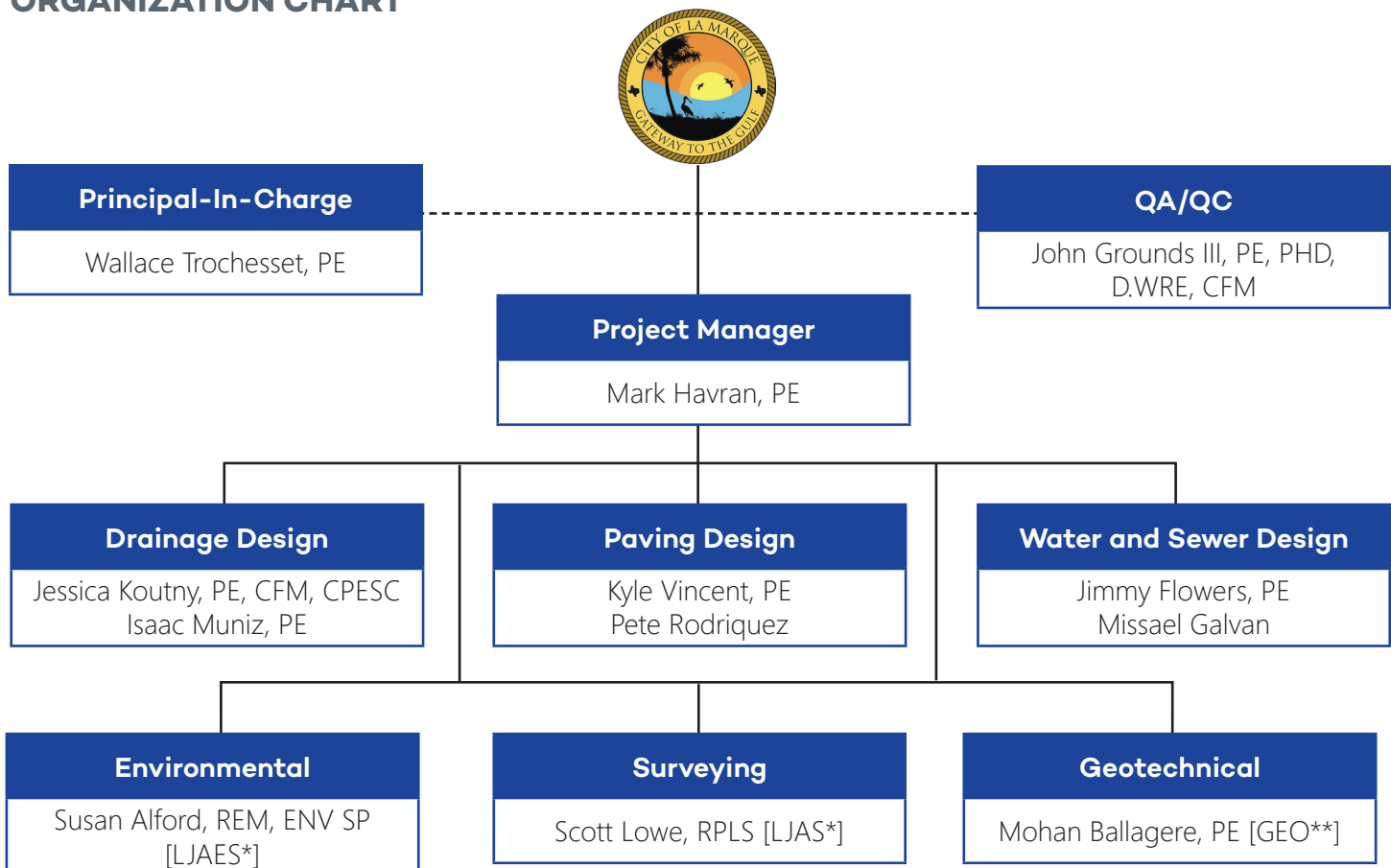
» CAPACITY TO PERFORM

ADEQUACY OF RESOURCES

LJA employs diverse competencies of staff with adequate resources and includes all engineering, design, construction management, and support personnel necessary to perform the scope of services required by the City. We have significant engineering, planning, surveying, landscape architecture, GIS, and construction management talent to serve the technical needs of public and private entities in community and site development, midstream infrastructure, public works, transportation, water resources, and hydrology and hydraulics. This allows us to leverage our resources from across the company, provide expertise-driven teams, and deliver responsiveness to your specific needs and individualized project solutions.

LJA is capable of meeting the City's objectives with an efficient, knowledgeable, and responsive team. The current workload of the staff members proposed for this project is successfully managed to complete the tasks assigned to them in their roles on the project team. We carefully assess our project workload before committing to any project and make necessary adjustments to accommodate the demands for manpower or resources anticipated for successful project completion. The collective team assembled for this project anticipates no difficulty meeting schedule requirements. The project principal will closely monitor the availability of resources throughout the project, and act quickly to counterbalance any shifts in manpower or resources that could impede progress. All of our professional engineers are registered and in good standing with the Texas Professional Board of Engineers.

ORGANIZATION CHART



LJA Environmental Services, Inc. [LJAES] | LJA Survey, Inc. [LJAS] | Geotest Engineering, Inc. [GEO]

* A wholly owned subsidiary of LJA Engineering, Inc.

** Geotest Engineering, Inc. is a Minority Business Enterprise/Disadvantaged Business Enterprise (MBE/DBE)



WALLACE TROCHESSET, PE

PRINCIPAL-IN-CHARGE

EDUCATION

1992, BS, Civil Engineering, Texas A&M University
1985, BS, Engineering Technology with specialty in Civil Construction, Texas A&M University

PROFESSIONAL LICENSE

1998, Professional Engineer, Texas #83421



SUMMARY OF QUALIFICATIONS

Wallace Trocheset has over 30 years of experience in the civil engineering and construction field, with the last 12 years specifically focused on public works projects. He has provided engineering services for water, sanitary sewer, drainage, and paving facilities. Wallace has provided construction phase services and project representation on projects. He is currently Division Manager of the Houston Office that oversees and manages LJA's Public Works projects. Wallace and his staff are currently working with multiple governmental agencies in providing them engineering and construction services in one or more projects per agency.

PROJECT EXPERIENCE

Galveston County WC&ID No. 12, Kemah and Clear Lake Shore, TX – Wallace manages the engineering and construction for projects within Galveston County Water Control and Improvement District No. 12 (GCWCID12). Just completed projects have been waterline upgrades for Lazy Bend community, replacement of the Kipp Road lift station, sanitary sewer rehabilitation in and around the boardwalk, 12" waterline extension along FM 518 and South Kemah Street, and an odor control program for the District's wastewater treatment plant. Current projects include rehabilitation of an existing water well to improve production and chemical disinfection, installation of a new well, extending force main along Kipp Road, and emergency interconnect with League City. Responsibilities also include preparation of engineering reports for Bond Elections and Non-Developer Bond Issue Reports for the TCEQ to review and approve for funding projects within GCWCID12. Wallace attends public meetings and communicates with the public living in the District as required on engineering related matters.

Harris County FWSD No. 6, Channelview, TX – Wallace manages the engineering and construction for projects within Harris County Fresh Water Supply District No. 6 (HCFWSD6). Just completed projects include water plant facilities (including booster pump station, ground storage tank, and elevated storage tank), the rehabilitation of sanitary sewer along existing drainage channel to reduce inflow and infiltration, and a TCEQ report for requesting waiver for wastewater treatment plant exceeding 75% of plant capacity. Wallace is currently working with HCFWSD6 on scoping an equalization tank at their wastewater treatment plant to catch excessive sanitary flow caused from rain flow events. Wallace attends public meetings and communicates with the public living in the District as required on engineering related matters.

Fort Bend County MUD 121, Richmond, TX – Wallace manages the engineering and construction for projects within Fort Bend County MUD 121 (FBCMUD121). Responsibilities include preparation of engineering reports for Bond Elections and Bond Issue Reports for the TCEQ to review and approve for funding projects within GCWCID12. Wallace attends District meetings and communicates with the public living in the District as required on engineering related matters. FBCMUD121 is a MUD with levee powers located along the Brazos River. The District is completing a Levee Toe Protection Project with the construction of six concrete weirs along the Brazos River to help manage the erosion along the banks of the Brazos River.



Texas General Land Office (TGLO) Disaster Recovery Division, Various Locations, TX – Managed projects for Galveston County, City of Kemah, City of La Marque, City of Friendswood, City of Galena Park, City of Jacinto City, and the City of Freeport in their efforts to address infrastructure failures during and after Hurricane Ike. These projects included storm water pumps stations, paving rehabilitation, lift station rehabilitation, sanitary sewer rehabilitation, water plant improvements, waterline rehabilitation, generators, SCADA systems, and drainage improvements. LJA is currently working with the City of Alvin and City of Rosenberg on their latest CDBG-DR projects being funded through TGLO.

City of Jacinto City Water System Improvements – CDBG Phases 1, 2, and 3, Jacinto City, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 190 LF of 14" waterline, 180 LF of 12" waterline including a 20" steel encased crossing of a County roadway and UPRR tracks, 2,830 LF of 10" waterline including an 18" steel encased crossing of a County roadway and UPRR tracks, and 21,545 LF of 8" waterline including a 14" steel encased crossing of a County roadway and UPRR tracks, including valves, fire hydrants, and all appurtenances over three projects within the City of Jacinto City.

- » Phase 1: Construction Cost: \$627,200.
- » Phase 2: Construction Cost: \$1.0M.
- » Phase 3: Estimated Construction Cost: \$825,800

Street Rehabilitation, Dickinson, TX – Project Manager responsible for the design of two rehabilitation projects that included 10 streets for the City of Dickinson. LJA is one of three engineers working with the City of Dickinson on their street program to rehabilitate existing asphalt streets to concrete as City funds become available. This project included approximately 9,000 LF of rehabilitation to the existing street surface in the City of Dickinson and the design development required a unique process that allowed the City to do a portion of the construction work. All of these streets impacted existing businesses and residence which required the design to take this into consideration for the final construction documents.

City of League City Bay Area Boulevard, League City, TX – Project Manager for a four-lane divided major thoroughfare that runs through the Magnolia Creek Development. Responsible for design of approximately a one-mile length extension. This new extension connects to the existing Bay Area Boulevard located in the Rustic Oaks Subdivision and extends south to the American Canal. Bay Area Boulevard was designed as a full major thoroughfare section with two 25' lane sections separated by a 30' median. The project also included the design of water, sanitary sewer and storm sewer facilities within the right-of-way to serve both the extension of the Boulevard and the Magnolia Creek Development. Phase I construction included all of the water, sanitary sewer and drainage utilities and pavement for one half of the boulevard section. This 25' section of pavement is for interim two-way traffic. Phase II construction will include the second half of the boulevard section. Once constructed, traffic will be redirected into a two-lane flow in each direction.





MARK HAVRAN, PE

PROJECT MANAGER



EDUCATION

2010, BS, Civil Engineering, Texas A&M University

PROFESSIONAL LICENSE

2014, Professional Engineer, Texas #118610

SUMMARY OF QUALIFICATIONS

Mark Havran has worked with many municipalities throughout the greater Houston area. He has over 12 years of experience in the civil engineering field. This work has been for a myriad of projects in water distribution, sanitary sewer collection, drainage and roadway systems, paving, municipal water and wastewater treatment facilities, estimating, asset management plans, consumer confidence reports, wastewater treatment plant permits, drought contingency plans, water monitoring plans, costs/budgeting analysis, construction phase services, and project representation. His main focus has been in drainage and paving work throughout the majority of his professional career.

PROJECT EXPERIENCE

Westside Paving and Drainage, Hedwig Village, TX – Provided preliminary report, exhibits, public meetings and workshops, and recommendations to City Staff and representatives based on a City-wide drainage study. The Westside Paving and Drainage project will consist of over 14,000 LF of roadway including drainage, waterlines, sewer lines, and all appurtenances associated with replacing an existing narrow asphalt open ditch residential roadway, relocating its location within the right of way, trail replacement, lowering the street, and correcting its cross section. Special coordination with the City, Harris County, Flood Control District, Memorial Village Water Authority, and private utilities was needed to plan and budget for the project. Special construction concerns and methods were taken into consideration in such a way to impact residents as little as possible when the project is constructed. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system in order to sheet flow water across town more effectively and efficiently to the City's ultimate outfall in order to help prevent the structural flooding throughout the City that has been experienced more frequently in years as of late. Also, the proposed project was value engineered to minimize the required money spent while focusing on drainage in order to still accomplish its goal. The construction amount will be approximately \$15M and will have design completed by the fourth quarter of 2023 and construction completed 2025.

23rd Street County Road Bond, Galveston County, TX – Designing and providing plans and specifications for the construction of 23rd Street consisting of 3,880 LF of roadway including drainage/storm sewer, sanitary sewer, waterlines, and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway as well as all the utilities under the road. The estimated construction amount is estimated at \$10.5M and is scheduled to be completed by the fourth quarter of 2023.

73rd Street Reconstruction, Galveston, TX – The City of Galveston, due to drainage concerns with existing infrastructure along 73rd Street, hired LJA to investigate and address the issue. The existing asphalt surface was milled and replaced then the storm sewer underneath the road was upsized. As well as replacing storm sewer, new waterlines were installed during construction to limit further impacts to the new pavement. Special geomembrane material was used in order to prevent cracking due to poor subgrade and proximity to the water table. The existing drainage improvements require USACE approval and coordination for the new outfall that was installed in tidally influenced water. The construction amount was \$2.1M and was built from 07/2019 to 02/2021.



Sylvan and Jefferson Street Road Rehabilitation, La Porte, TX – Designed and provided plans and specifications for the construction of Sylvan Street and Jefferson Street consisting of 1,500 LF of roadway including drainage, waterlines, and all appurtenances associated with replacing an existing narrow concrete residential roadway, relocating its location within the right of way, and correcting its cross section. Special coordination with the City, Harris County, and private utilities was needed to design the road in such a way to impact residents as little as possible. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system, and to maximize the money spent while focusing on drainage. The construction amount was \$1M and was completed 09/2020.

Bel Road Extension and Linear Detention Ditch, Kemah, TX – Designed and provided plans and specifications for the construction of Bel Road Extension and Linear Detention Ditch 2,000 LF of brand new roadway including drainage, pedestrian beautification, right of way acquisition, expansion of a 1,400 LF detention ditch and all appurtenances associated with building a new concrete roadway. Coordination with TxDOT, CenterPoint, pipelines, and the County of Galveston was needed for this project. The construction amount was \$1.4M and was built from 02/2018 to 10/2019.

Cien Road and Meadow Lane, Kemah, TX – Designed and provided plans and specifications for the construction of Cien Road and Meadow Lane consisting of 2,350 LF of roadway including drainage, pedestrian beautification, bike lane, drainage and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction which rehabilitated park parking spaces for residents to use during construction and also better serve the residents. The construction amount was \$687,645 and was built from 01/2017 to 05/2017.

Scotch Moss Lane, La Porte, TX – Designed and provided plans and specifications for the construction of Scotch Moss Lane consisting of 2,050 LF of roadway including drainage, sidewalk, waterlines, and all appurtenances associated with rehabilitating an existing failing concrete residential roadway and constructing a new concrete roadway. Special coordination with the City was needed to design the road in such a way to extend the money spent and fix the concrete roadway while salvaging as much of the existing concrete as possible. The construction amount was \$645,869 and was built from 02/2017 to 04/2017.

Bayshore Drive, Kemah, TX – Designed and provided plans and specifications for the construction of Bayshore Drive consisting of 1,650 LF of roadway including drainage, pedestrian beautification and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction which included the rerouting of the new roadway to better serve the residents. The construction amount was \$309,628 and was built from 03/2016 to 06/2016.

JOHN GROUNDS III, PE, PHD, D.WRE, CFM

QA/QC



EDUCATION

1988, PhD, Civil Engineering, University of Houston
1986, MS, Civil Engineering, University of Houston
1984, BS, Civil Engineering, Southern Methodist University

PROFESSIONAL LICENSE

1990, Professional Engineer, Texas #68799
Certified Flood Plain Manager, #0267-00

TXDOT PRECERTIFICATIONS

Employee Sequence No. 1322 // Categories: 4.1.1, 4.2.1, 8.1.1, 10.1.1, 10.2.1, 10.3.1, 10.4.1

SUMMARY OF QUALIFICATIONS

John Grounds has over 33 years of unparalleled civil engineering experience which has included the planning, analysis and design of complex drainage and flood control projects, water resource systems, water supply, conveyance systems, site grading and drainage, and hydraulic structures. His relevant experience includes serving as Deputy Project Manager for the George Bush Intercontinental Airport Drainage Master Plan Update; Project Manager for the City of Bellaire Storm Water Management Plan utilizing SWMM; Project Manager for the Tropical Storm Allison Recovery Project and Project Manager for the Floodplain Improvement Study in Alvin, Texas. He also served as Project Engineer for the Sabine River Flood Analysis and Toledo Bend Reservoir Dam Break; Project Manager for the Hydrologic and Hydraulic Impacts of Proposed Street and Drainage Improvements in the City of Houston utilizing SWMM; and numerous county-wide and site-specific FEMA Physical Map Revisions and Letters of Map Changes across the State of Texas. His experience also includes the management and execution of successful Geographic Information Systems projects.

PROJECT EXPERIENCE

Subdivision Drainage Projects in Harris Co. Drainage Projects Geographically Eligible for CBDG-DR Funding, Houston, TX – Served as Project Manager. Developed drainage improvement recommendations, prepared and attended community outreach meetings, conducted detailed hydrologic and hydraulic analyses, and prepared cost estimates to assist Harris County to support partnership agreement negotiations and facilitate grant applications for CBDG-DR Funding and other grant programs. Hydrologic analyses utilized Atlas 14 100-year rainfall for 2D HEC-RAS modeling of overland flow paths. Channel improvements to FEMA studied streams used the Effective Flood Insurance Study HEC-RAS model for the 500-year event. Oversaw the development of GIS exhibits integrating multi-jurisdictional data from Harris County, HCFCD, FEMA, City of Houston, TxDOT, and HUD.

Addicks Reservoir Watershed Mapping, Houston, TX – Served as Project Manager. In support of a Physical Map Revision for 14 Flood Insurance Rate Panels across 89,000 acres of the Addicks Reservoir Watershed, LJA prepared Mapping Activity Statements as part of a FEMA grant application, Conducted Public Outreach, reviewed the adequacy of LiDAR in the development of hydrology and hydraulic models, prepared the GIS basemap of roads, parks, corporate limits, railroads, and streams, performed QA/QC of the hydrologic models including the impervious cover and land use mapping, performed QA/QC of the hydraulic models, prepared the Special Flood Hazard Area Mapping to FEMA GIS Specifications, prepared RiskMAP Inundation and “Changes Since Last Map” products, prepared the Summary of Mapping Activities, Flood Profiles, Floodway data Tables, Summary of Discharges Tables, and updated the Flood Insurance Study text. Scope of Services/Work Performed: SFHA Mapping, QA/QC of Hydrologic and Hydraulic Models, RiskMAP Products, Flood Profiles, Floodway Data Tables, Summary of Discharges Tables, and Flood Insurance Study Text, Public Outreach, LiDAR QA/QC,



FEMA Geodatabase, Subsidence Adjustment. Value Added: Personnel at LJA have been the leader in the development and implementation of the use of LiDAR, GIS, and enhanced floodplain mapping since their leadership during TSARP.

Brays Bayou Riskmap Study, Houston, TX – Served as QA/QC Manager. Performed RiskMap study which incorporated elements of the Upper Element for Project Brays (const. 12/2016). Included update and revision of the models based on changed methodologies, versions, and watershed conditions. Prepared FIS maps, tables, profiles, etc. as well as RiskMap materials such as depth and probability grids.

City of Conroe Stewarts Creek Flood Planning Protection Grant (TWDB) Study, Conroe, TX – Served as Project Manager successfully obtaining a 50/50 Grant for City of Conroe. Prepared detailed Hydrologic (HEC-HMS) and Hydraulic (HEC-RAS) models for Stewarts Creek and two tributaries. Analyzed structural alternatives for bridge replacements, regional detention ponds, and channelization projects to determine cost and benefits for reduction in potential flood damages to structures. Routing/storage relationships were determined with Unsteady HEC-RAS. Utilized field survey and LiDAR to develop model geometry, hydrologic parameters, and inundation mapping for the 10-, 50-, 100-, and 500-year storm events. Involved stakeholders with periodic public meetings & dedicated project website.

Floodplain Fill Mitigation, Hydraulic Impact and Scour Analyses for Arbor Trails, Timber Lane Utility District, Harris County, TX – Prepared a "No- Rise" Certification and Floodplain Fill Mitigation Plan for a proposed trail along Cypress Creek (K100-00-00), K165-00-00, K117-00-00, and Schultz Gully (K116-00-00) in Harris County, Texas with detailed hydraulic modeling (HEC-RAS) for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year events. The trail also crosses a man-made ditch at K117-00-00, a man-made ditch at K165-00-00, an extreme event overflow from the Timber Lane Subdivision, and two swales from the Timber Lane Wastewater Treatment Plant. Determined the design discharges to size culverts, channel improvements, and/or bridges. Performed a scour analysis of two proposed bridges at trail crossings at K117-00-00 and K100-00-00 (Cypress Creek). Prepared Hydraulic Data Sheets per TxDOT Standards for three proposed trail crossings at man made ditches K165-00-00 and K117-00-00 and K100-00-00 (Cypress Creek).

HAS 647 Reconstruction of Taxiway NA, Harris County, TX – Prepared the preliminary engineering report, final design, cost estimates, details, specifications, and hydraulic impact analyses for the storm water collection system for the reconstruction of Taxiway NA. The hydraulic impact analysis included determining existing and proposed land use, hydrologic parameters, and runoff for the 2-, 10-, and 100-year storm events for the Ditch C1 and Ditch G1 drainage areas adjacent to Taxiway NA. Developed typical cross sections and hydraulic (HEC-RAS) models of channel improvement required to accommodate proposed pavement geometric modifications adjacent to Taxiway NA. Determined culvert modifications to accommodate proposed pavement sections and pavement geometries. Existing detention ponds were analyzed necessary improvements to Ponds C and G1 for the 10- and 100-year events. Utility manholes were analyzed for flooding potential for manholes/handholes/accessways for electrical and communications systems. Obtained an "Interpose No Objection" letter from HCFCD.

Bastrop Bayou Diversion Channel, Brazoria County, TX – Conceptual design and hydrologic and hydraulic analysis of a proposed 7,000 CFS diversion channel to divert water from an overflow from the Brazos River to Bastrop Bayou in Brazoria County, Texas. Collected high water marks and stream flow data used to calibrate the hydraulic models from recent flood events: Hurricane Harvey, Tax Day Flood, and Memorial Day Flood. Developed 2D HEC-RAS hydraulic model for 268,000 acres. Prepared right-of-way parcel maps. Reviewed potential environmental constraints. Prepare cost estimates. Conducted stakeholder and public meetings.

Runway and Taxiway Design in Support of an Environmental Impact Statement at Houston Intercontinental Airport, Houston, TX – As a subcontractor to PBS&J, John (as Grounds Anderson, LLC), and its sub consultant, A&S Engineers, prepared conceptual designs for draining improvements for two runways in the North Runway Complex and a single runway in the South Runway Complex. The drainage improvements will impact the three watersheds that primarily account for the drainage of the north and west airport areas. These are: Turkey Creek, Garners Bayou, and Reinhardt Bayou.



JESSICA KOUTNY, PE, CFM, CPESC

DRAINAGE DESIGN LEAD



EDUCATION

2000, MS, Agricultural Engineering, Texas A&M University

1998, BS, Agricultural Engineering, Texas A&M University

PROFESSIONAL LICENSE

2003, Professional Engineer, Texas #91867

2004, Certified Floodplain Manager #0569-04N

2009, Certified Professional in Erosion and Sediment Control #5317

TXDOT PRECERTIFICATIONS

Employee Sequence No. 15370 \\ Categories: 10.1.1, 10.2.1, 10.3.1, 10.5.1

SUMMARY OF QUALIFICATIONS

Jessica Koutny is an environmental engineer with over 19 years of environmental and civil engineering project experience including hydrologic and hydraulic modeling; the preparation of plans, specifications, and estimates (PS&E); development of stormwater pollution prevention plans (SWPPPs); implementation of best management practices (BMPs) drainage design; evaluation and design of detention structures and outlet works; site development; site assessment; constructed wetland design and analysis; floodplain management; and environmental remediation. Her responsibilities include engineering design and analysis, and computer modeling. Her projects have included the utilization of UNET, RMA2, SED2D, HEC-1, HEC-2, HEC-HMS, HEC-RAS, and Texas Secondary Evaluation and Analysis for Scour (TSEAS).

PROJECT EXPERIENCE

Storm Water Management Program for Phase II MS4s, Jacinto City, Galena Park, Deer Park, Kemah, and La Marque, TX – Project Manager for development and implementation of the Storm Water Management Programs (SWMPs) for Phase II Municipal Separate Storm Sewer (MS4) for urbanized areas of cities of Jacinto City, Galena Park, Deer Park, Kemah and La Marque. SWMPs consisted of development of storm water management plans unique to the specific municipal activities of each city. All outfalls and drainage systems were inventoried as well as identifying BMPs to use over the five-year permit cycles as part of their Phase II MS4 permits. Coordinating with city personnel during the SWMP development and implementation process was key to providing the appropriate minimum control measures for each of the cities. Additional planning for capital improvements and aligning those projects with the water quality goals of the MS4 program were instrumental in successful compliance. Other activities included providing necessary personnel training, developing public outreach and education information to be distributed by the cities, updating drainage criteria, developing ordinances and permitting requirements for the MS4 cities, and periodically reevaluating the storm water management plans to ensure that the goals of the program are being met.

US 70 Drainage Analysis, TxDOT Wichita Falls District, TX – Comprehensive drainage analysis to investigate the cause of flooding along the Pease River Tributary #1 and US 70 within the City of Vernon. The analysis required a SWMM 2D model to correctly model the existing concrete lined channel down the median of US 70 and represent areas of overflow. The analysis evaluated seven (7) alternatives for mitigating the flooding along US 70 in the 10-, 25-, and 100-year storm events.



L500-09-00 Schiel Stormwater Detention Basin Preliminary Engineering Report and Final Design, Harris County Flood Control District (HCFCD), Harris County, TX – Project Manager for the preliminary engineering report (PER) and final design of the Schiel Stormwater Detention Basin (L500-09-00) and natural channel design improvements for Little Cypress Creek (L100-00-00). The proposed detention basin is a regional multi-cell basin that includes more than 580 acres with a target storage volume of 7,000 ac-ft of excess stormwater. In addition to the detention basin, the L100-00-00 channel will be lowered using natural channel design techniques to meander through the Schiel Stormwater Detention Basin. Channel improvements affect approximately four miles of L100-00-00. Recommendations of the approved PER will be the basis for the development of plans, specifications, and estimates (PS&E) will be prepared for the construction of conveyance improvements with a preliminary estimated construction cost of approximately \$105M.

City of Missouri City Hurricane Lane from Trammel Fresno to Lake Olympia Parkway, Missouri City, TX – Project Director for the PS&E for a 4-lane boulevard extension that includes storm sewers, roadside ditches, and linear detention required to service the project. Also included were the modifications to the existing signalization for the intersection of Hurricane Lane and Trammel Fresno Road and a traffic study for Lake Olympia Parkway and Hurricane Lane. The project is jointly funded between the City of Missouri City and TxDOT.

Fort Bend County Engineering Department South Post Oak Boulevard, SH 6 to just west of Steep Bank Trace, Fort Bend County, TX – Project Manager responsible for drainage design including roadside ditch design, design of channel improvements for Chocolate Bayou, culvert design, design of drainage outfalls, and detention pond design, as well as and storm water pollution prevention plans for the entire project. This 2-mile long project was part new location roadway on South Post Oak Boulevard and part 2- to 3-lane widening on McKeever Road. The project involved coordination with Fort Bend County Drainage District, Gulf Coast Water Authority, TxDOT, and the developer of the surrounding property and was designed to TxDOT standards and specifications.

Flood Plain Ordinance Updates and CRS Recertification, City of Kemah, Galveston County, TX – Project Manager for the review and update of the City's floodplain ordinances related to new development, various types of fill, drainage design, and accessory structures. Assisted city engineer and planning staff in identifying the challenges of new development and acceptable fill scenarios within the proposed new floodplain. Provided recommendations for floodplain ordinance updates and fill permitting process; lead workshops for city council regarding floodplain ordinance changes; assisted city staff in the annual CRS recertification process; and participated in CRS audits as the city floodplain administrator.

City of Kemah Storm Water Master Plan, Kemah, TX – Project Manager for the development and implementation of a citywide Storm Water Master Plan. The City of Kemah is 1.9 sq miles of historic development, redevelopment and new development within four distinct coastal watersheds. Project consists of assessing existing drainage systems, developing existing base conditions H&H models, proposed improvement models and an improvement schedule based on multiyear funding availability as part of storm water master plan. Project required collecting as built storm water construction plans, previous studies, and reports on flooding throughout the city, inventorying and assessing level of service of existing storm water conveyance systems, delineating drainage areas and comparing findings to existing criteria. Using LiDAR and field survey, LJA will develop a 2D model of the existing storm water system within each watershed to replicate existing flooding. A calibration of these models will be conducted using the flood records from previous flooding events before the development of 2D models of the proposed improvements for comparison to the existing models. Proposed improvements will be evaluated on cost, sequence of construction, and available funding. Included in the SWMP are: recommendations to the City for a multiyear capital improvement plan and implementation schedule with consideration of available funding; updated drainage design criteria with focus for each watershed on its particular drainage needs; and updated storm water quality and floodplain management ordinances for the City.

ISAAC MUNIZ, PE

DRAINAGE DESIGN SUPPORT



EDUCATION

2010, BS, Civil Engineering, University of Texas at Austin

PROFESSIONAL LICENSE

2017, Professional Engineer, Texas #125839

SUMMARY OF QUALIFICATIONS

Isaac Muñoz has over nine years of civil engineering experience in the public and private sectors for planning and design projects. His engineering experience consists of drainage, paving, water distribution systems and facilities, wastewater systems and facilities, storm sewer systems, and site development. During planning, Isaac has performed alternative route analysis which includes identifying required real estate acquisition needs, life cycle cost analysis, hydrologic and hydraulic modeling, and rehabilitation/replacement alternative analysis for wastewater and water facilities. In design, Isaac has prepared plans, specifications, and estimates (PS&E) for bidding and code enforcement permitting, developed stormwater pollution prevention plans (SWPPPs), and commercial/residential site development.

PROJECT EXPERIENCE

L500-09-00 Schiel Stormwater Detention Basin Improvements, Harris County, TX – Assistant Project Manager for preliminary engineering report (PER) and PS&E phase of the Schiel Stormwater Detention Basin (L500-09-00-E001) and natural stable channel design improvements for Little Cypress Creek (L100-00-00). Proposed detention basin is a regional multi-cell basin that will include more than 580 acres with a target storage volume of 6,000 ac-ft of excess stormwater. In addition to the detention basin, the L100-00-00 channel will be lowered using natural stable channel design techniques to meander through the Schiel Stormwater Detention Basin and meet USACE stream mitigation requirements. Channel improvements will affect approximately 5 miles of L100-00-00. Recommendations of the approved PER will be the basis for the final PS&E design of the conveyance improvements with a preliminary estimated construction cost of approximately \$105M.

M124-00-00 Channel Conveyance Improvements, Harris County, TX – Assistant Project Manager for Phase 2 of the M124 watershed improvements from SH 249 to Willow Creek. Phase 1 ran from SH 249 to FM 2920. Phase 2 starts upstream as SH 249 and expands the Phase 1 channel and detention basin including sizing of the culvert crossing from FM 2920 which was coordinated with TxDOT for FM 2920 improvements. Downstream of FM 2920 new channel alignment for M124-00-00 until Treichel Road then improves existing M124-00-00 channel until confluence to Willow Creek (M100-00-00). Multiple detention basins sized south of FM 2920 to mitigate channel improvements so no impact to Willow Creek. Additional detention sized for the Precinct 4 Willow Creek Campus to offset development within the Harris County facility. Coordinated with sub-consultants to provide all the required information needed to complete their submittal on schedule.

City of Kemah Master Drainage Plan, Kemah, TX – Project Manager for the development of a Master Drainage Plan for the City of Kemah. Created an inventory of existing drainage infrastructure owned and maintained by the City using ArcGIS. Prepared and oversaw the hydrologic and hydraulic modeling for the existing and proposed conditions using XP-SWMM and WinStorm. Analyzed multiple alternatives which included storm sewer upsizing, ditch widening and deepening, and regional detention. Conducted quantity take-offs and opinion of probable cost estimates to provide client data to budget their Capital Improvement Program. Provided comparison matrix which compared the Chapter 38 and Chapter 46 of the City's drainage and floodplain criteria to other surrounding jurisdictions and made recommendations appropriate for the City's riverine and tidally influenced drainage. Engaged city council and residents with multiple public meetings.



Arlington Heights Area Drainage Improvements Sub-Project 1, Houston, TX – Project Engineer for the planning and design of drainage improvements to serve an 80-acre subdivision in southeast Houston. Oversaw the implementation of a drainage model of the subdivision utilizing XP-SWMM 2D to compare the existing and proposed conditions and recommend the most feasible alternative to eliminate structural flooding in the subdivision. Furthermore, the analysis also included recommendations for inline detention versus a dry bottom detention basin. Implemented the recommended design at final design, which included a dry bottom detention pond (designed by others), upsized underground storm sewers, water lines, sanitary sewers and re-establish overland flow path via road re-construction design. Performed hydraulic calculations during design using HouStorm for a two-year rainfall event analysis and inlet sizing. The estimated construction cost of this project was approximately \$15M.

Bayou Chantilly Drainage Improvements, Dickinson, TX – Design Engineer for the PS&E final design of the re-construction of several streets, which included widening and deepening roadside ditches, upsizing culverts and upsizing storm sewers and inlets. Conducted hydrologic and hydraulic calculations using spreadsheets to size the roadside ditches, culverts and storm sewer systems. Conducted sheet by sheet quantity take-offs and construction cost estimates. Prepared contract documents for bidding phase.

Westside Drainage Improvements, Dickinson, TX – Design Engineer for the PS&E final design of the re-construction of several streets, which included widening and deepening roadside ditches, upsizing culverts and upsizing storm sewers and inlets. Conducted hydrologic and hydraulic calculations using spreadsheets to size the roadside ditches, culverts and storm sewer systems. Conducted sheet by sheet quantity take-offs and construction cost estimates. Prepared contract documents for bidding phase.

43rd Street (Broadway to Avenue U), Galveston, TX – Design Engineer for the PS&E final design of the re-construction of 43rd Street from Broadway Avenue to Avenue U (approximately 6,300 LF). The purpose of the project to re-construct 43rd street and update to current standards and improve underground drainage conveyance. The project also replaced water lines and sanitary sewers in the corridor. Isaac was responsible for performing hydrologic and hydraulic computations to size the proposed storm sewer system, conduct sheet by sheet quantity take-offs and a construction cost estimate. The total construction cost of this project was approximately \$8.4M.

W129-00-00 Conveyance Improvements, Houston, TX – Design Engineer for the PS&E final design of conveyance improvements and channel enclosure of the W129-00-000 channel with the Buffalo Bayou (W100-00-00) watershed. The purpose of the project was to improve the existing conveyance of W129-00-00 within limited right-of-way, which required enclosing channel with dual 12' by 10' boxes. Isaac was responsible for reviewing and verifying the topographic survey of the existing channel corridor, utility coordination, conducting quantity take-offs and construction cost estimates. The total construction cost of this project was approximately \$14M.

SH 99 at Harlem Rd U-Turn, Fort Bend County, TX – Design Engineer for the PS&E final design of adding dedicated U-Turns at the intersection of SH 99 and Harlem Rd. Performed hydrologic and hydraulic calculations and determined storm sewer sizes and inlets. Conducted sheet by sheet quantity take-offs.

KYLE VINCENT, PE

PAVING DESIGN LEAD



EDUCATION

2016, BS, Civil Engineering, Texas A&M University

PROFESSIONAL LICENSE

2021, Professional Engineering, Texas #143122

SUMMARY OF QUALIFICATIONS

Kyle Vincent has worked with various municipalities including City of Kemah, Jacinto City, Galena Park, Galveston County WCID 12, Harris County WCID 1, Harris County FWSD 6, and more throughout the greater Houston area. He has four years of experience in the civil engineering field. Kyle has worked with the Texas General Land Office, Texas Community Development Block Grant Program, Texas Commission on Environmental Quality, and Texas Water Development Board. This work has been for multiple projects in the Greater Houston Area including design/ build projects in water distribution, sanitary sewer collection, drainage and roadway systems, paving, wastewater treatment plant permits, drought contingency plans, water monitoring plans, and costs/budgeting analysis.

PROJECT EXPERIENCE

Bel Road Extension and Linear Detention Ditch, Kemah, TX – Developed the Contract Documents and quantities for the construction of the road. Coordinated between the various pipelines in the area to acquire the proper safety requirements and received the Letters of No Objection required for construction. Analyzed the change in land type with the proposed road to determine the new the detention ditch's capacity that would be needed for the area.

Cien Road and Meadow Lane, Kemah, TX – Developed the Contract Documents, quantities, and specifications for the construction of Cien Road and Meadow Lane consisting of 2,350 LF of roadway including drainage, pedestrian beautification, bike lane, drainage and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway.

Stafford Road Sidewalk, Stafford, TX – Developed the Contract Documents, quantities, and specifications for the construction of approximately 4,300 SY of sidewalk, 2,600 LF of retaining wall, and all appurtenances associated with installing a new concrete sidewalk.

City of Dickinson Street Construction Projects, Dickinson, TX – Assisted the Project Manager with the development of plans and specifications for the construction of seven Streets within the City that consisted of 7,500 LF of roadway including drainage, and all appurtenances associated with rehabilitating existing asphalt and concrete residential roadways. Coordinated with the Pipeline companies to acquire LONOs.

City of Jacinto City Water System Improvements, CDBG Phases 2 and 3, Jacinto City, TX – Served as engineer, LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 2,830 LF of 10" waterline including an 18" steel-encased crossing of a County roadway and UPRR tracks, and 21,545 LF of 8" waterline including a 14" steel-encased crossing of a County roadway and UPRR tracks, including valves, fire hydrants, and all appurtenances over three projects within the City of Jacinto City.

Westside Paving and Drainage, Hedwig Village, TX – Provided preliminary report, exhibits, public meetings and workshops, and recommendations to City Staff and representatives based on a City-wide drainage study. The Westside Paving and Drainage project will consist of over 14,000 LF of roadway including drainage, waterlines, sewer lines, and all appurtenances associated with replacing an existing narrow asphalt open ditch residential roadway,



relocating its location within the right of way, trail replacement, lowering the street, and correcting its cross section. Special coordination with the City, Harris County, Flood Control District, Memorial Village Water Authority, and private utilities was needed to plan and budget for the project. Special construction concerns and methods were taken into consideration in such a way to impact residents as little as possible when the project is constructed. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system in order to sheet flow water across town more effectively and efficiently to the City's ultimate outfall in order to help prevent the structural flooding throughout the City that has been experienced more frequently in years as of late. Also, the proposed project was value engineered to minimize the required money spent while focusing on drainage in order to still accomplish its goal. The construction amount will be approximately \$15M and will have design completed by the fourth quarter of 2023 and construction completed 2025.

23rd Street County Road Bond, Galveston County, TX – Designing and providing plans and specifications for the construction of 23rd Street consisting of 3,880 LF of roadway including drainage/storm sewer, sanitary sewer, waterlines, and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway as well as all the utilities under the road. The estimated construction amount is estimated at \$10.5M and is scheduled to be completed by the fourth quarter of 2023.

73rd Street Reconstruction, Galveston, TX – The City of Galveston, due to drainage concerns with existing infrastructure along 73rd Street, hired LJA to investigate and address the issue. The existing asphalt surface was milled and replaced then the storm sewer underneath the road was upsized. As well as replacing storm sewer, new waterlines were installed during construction to limit further impacts to the new pavement. Special geomembrane material was used in order to prevent cracking due to poor subgrade and proximity to the water table. The existing drainage improvements require USACE approval and coordination for the new outfall that was installed in tidally influenced water. The construction amount was \$2.1M and was built from 07/2019 to 02/2021.

City of Alvin, Water Distribution and Waterline Construction Experience Waterline Rehabilitation, Oak Manor MUD, TX – Served as engineer. LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 1,800 LF of 8" waterline along Oak Manor Drive and Lazy Oak Court, including valves, fire hydrants, and all appurtenances within the District.

CDBG Waterline 2018-2019, La Marque, TX – Served as engineer. LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 7,965 LF of 8" waterline along Wisteria, Honeysuckle, Azalea, Bluebonnet, Pecos, and Colorado, including valves, fire hydrants, and all appurtenances within the City.

Waterline Rehabilitation CDBG Phase 2, Galena Park, TX – Served as supporting engineer. LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 8,750 LF of 8" waterline along Sage Drive, Bank Drive, Hunter Street, 9th Street, 10th Street, 11th, 12th Street, 13th Street, 14th Street, 15th Street, and 16th Street, including valves, fire hydrants, and all appurtenances within the District.

Waterline Rehabilitation Along Oak Manor Drive & Lazy Oak Court, Alvin, TX – Served as supporting engineer. LJA is currently providing engineering and design support services to provide plans and specifications for the construction of approximately 550 LF of 6" waterline and 1,340 LF of 8" waterline along Oak Manor Drive and Lazy Oak Court, including valves, fire hydrants, and all appurtenances within the District.



PETE RODRIQUEZ

PAVING DESIGN SUPPORT



EDUCATION

2012, Engineering Design Graphics Certificate, San Jacinto College

2012, AAS, Drafting Technology, San Jacinto College

SUMMARY OF QUALIFICATIONS

Pete Rodriguez has over eight years of experience in the civil design. His responsibilities include providing engineering support and design across multiple divisions of public infrastructure; water planning and development, water distribution and wastewater collection system design, municipal water and wastewater treatment facilities, transportation/roadway design, and storm drainage/flood control design.

PROJECT EXPERIENCE

Westside Paving and Drainage, Hedwig Village, TX – Provided preliminary report, exhibits, public meetings and workshops, and recommendations to City Staff and representatives based on a City-wide drainage study. The Westside Paving and Drainage project will consist of over 14,000 LF of roadway including drainage, waterlines, sewer lines, and all appurtenances associated with replacing an existing narrow asphalt open ditch residential roadway, relocating its location within the right of way, trail replacement, lowering the street, and correcting its cross section. Special coordination with the City, Harris County, Flood Control District, Memorial Village Water Authority, and private utilities was needed to plan and budget for the project. Special construction concerns and methods were taken into consideration in such a way to impact residents as little as possible when the project is constructed. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system in order to sheet flow water across town more effectively and efficiently to the City's ultimate outfall in order to help prevent the structural flooding throughout the City that has been experienced more frequently in years as of late. Also, the proposed project was value engineered to minimize the required money spent while focusing on drainage in order to still accomplish its goal. The construction amount will be approximately \$15M and will have design completed by the fourth quarter of 2023 and construction completed 2025.

23rd Street County Road Bond, Galveston County, TX – Designing and providing plans and specifications for the construction of 23rd Street consisting of 3,880 LF of roadway including drainage/storm sewer, sanitary sewer, waterlines, and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway as well as all the utilities under the road. The estimated construction amount is estimated at \$10.5M and is scheduled to be completed by the fourth quarter of 2023.

Woodland and Lake Street, La Marque, TX – Designed and provided plans and specifications for the construction of Woodland Street and Lake Street consisting of 3,500 LF of roadway and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken to impact the residents as little as possible during construction. Coordination with the County was also performed since the roadway crossed existing hurricane protection and levee gate used to protect residents from flooding in the City. The construction amount was \$613,263 and was built from 06/2014 to 02/2015.

Scotch Moss Lane, La Porte TX – Designed and provided plans and specifications for the construction of Scotch Moss Lane consisting of 2,050 LF of roadway including drainage, sidewalk, waterlines, and all appurtenances associated with rehabilitating an existing failing concrete residential roadway and constructing a new concrete roadway. Special



coordination with the City was needed to design the road in such a way to extend the money spent and fix the concrete roadway while salvaging as much of the existing concrete as possible. The construction amount was \$645,869 and was built from 02/2017 to 04/2017.

73rd Street Reconstruction, Galveston, TX – The City of Galveston, due to drainage concerns with existing infrastructure along 73rd Street, hired LJA to investigate and address the issue. The existing asphalt surface was milled and replaced then the storm sewer underneath the road was upsized. As well as replacing storm sewer, new waterlines were installed during construction to limit further impacts to the new pavement. Special geomembrane material was used in order to prevent cracking due to poor subgrade and proximity to the water table. The existing drainage improvements require USACE approval and coordination for the new outfall that was installed in tidally influenced water. The construction amount was \$2.1M and was built from 07/2019 to 02/2021.

Seawall Sidewalk and Endcap, Galveston County, TX – In the wake of the devastation caused by Hurricane Ike in 2008, the iconic seawall structure protecting Galveston for over 100 years, was significantly damaged. Removing, replacing, and repairing 16 miles of sidewalks and storm drains that flowed through the impressive structure. Structural bedding was washed away by the storm, leaving voids that threatened the integrity of the seawall. The seawall endcap is now restored and the structure is intact and functioning as designed. The smoother surface invites bikers, joggers, and other recreational users to enjoy the new path. The construction amount was \$1.25M and was built from 12/2015 to 05/2016.

Bel Road Extension and Linear Detention Ditch, Kemah, TX – Designed and provided plans and specifications for the construction of Bel Road Extension and Linear Detention Ditch 2,000 LF of brand new roadway including drainage, pedestrian beautification, right of way acquisition, expansion of a 1,400 LF detention ditch and all appurtenances associated with building a new concrete roadway. Coordination with TxDOT, CenterPoint, pipelines, and the County of Galveston was needed for this project. The construction amount was \$1.4M and was built from 02/2018 to 10/2019.

Cien Road and Meadow Lane, Kemah, TX – Designed and provided plans and specifications for the construction of Cien Road and Meadow Lane consisting of 2,350 LF of roadway including drainage, pedestrian beautification, bike lane, drainage and all appurtenances associated with rehabilitating an existing asphalt residential roadway and constructing a new concrete roadway. Special care was taken too impact the residents as little as possible during construction which rehabilitated park parking spaces for residents to use during construction and also better serve the residents. The construction amount was \$687,645 and was built from 01/2017 to 05/2017.



JIMMY FLOWERS, PE

WATER AND SEWER DESIGN LEAD



EDUCATION

2015, BS, Civil Engineering, University of Houston
2010, AA, Engineering, San Jacinto College
2007, AAS, Drafting Technology, Lee College

PROFESSIONAL LICENSE

2017, Professional Engineer, Texas #127107

SUMMARY OF QUALIFICATIONS

Jimmy has over 24 years of experience in design and civil engineering for public works projects. He manages the design, bidding, and construction administration of water and wastewater projects, as well as other public infrastructure improvement projects, for Cities, Water Control and Improvement Districts (WCIDs), and Municipal Utility Districts (MUDs) in Harris, Montgomery, Brazoria, Fort Bend, and Liberty Counties. Jimmy's experience includes analysis and design of water and wastewater infrastructure, including sanitary sewer collection systems, water distribution systems, sanitary lift stations, groundwater treatment plants/booster pump stations with elevated storage, and wastewater treatment plant improvements, with a strong focus on the rehabilitation and expansion of existing infrastructure of developed and still developing MUDs and Cities.

PROJECT EXPERIENCE

East Houston Water Plant Renovations, Harris County W.C.&I.D. No. 1, Texas – LJA provided engineering and design support services to provide plans and specifications for all site work, structural, mechanical, electrical, and control components for the renovations to the East Houston Water Plant in Highlands, Texas. This project consisted of an operations building housing the motor control center, chemical feed and storage rooms, and three 600gpm vertical turbine booster pumps. This project also included a 250,000 gallon ground storage tank, 150kW emergency generator, rehabilitation of the existing well, and installation of a new 850gpm vertical turbine well pump, along with the associated piping, fencing, and site paving. Construction Cost: \$2.0 M // Completed: 2021

750,000 Gallon Elevated Storage Tank at Leonard and Penny, New Caney M.U.D., Texas – New Caney has experienced substantial growth in both residential and commercial development since the construction of the Grand Parkway through the area. LJA began working with New Caney Municipal Utility District in 2006. Recognizing the potential for growth, LJA and the District started working together to come up with a Capital Improvements Plan to address future capacity issues that accompany an influx of development. LJA and the District began construction on their first elevated storage tank in 2021. This project includes a 750,000 gallon composite elevated storage tank, the required electrical and control components, SCADA system for communications and controls between this site and their water plant sites, site work, mechanical, fencing, pavement, connections to the existing facilities, and all appurtenances required to deliver a complete and operational elevated storage tank to the New Caney Municipal Utility District. Upon completion of the tank bowl we scheduled a tank raising party where the District, LJA, County, School District, and students from the "STEM" classes gathered to watch the bowl get locked into place and discuss the design aspects of the project. The District has plans to design and construct another four elevated storage tanks over the next twenty years in order to ensure capacity needs, based on current population projections, are met for future development. Construction Cost: \$2.95 M // Expected Completion: 2022 (Tank Completed – Site Work Near Completion)



Waterline Rehabilitation Rivershire & Gladstell Area, City of Conroe, Texas – LJA is currently providing engineering and design support services to provide plans and specifications for the construction of approximately 41,000 L.F. of waterlines, ranging in size from 6-inch to 12-inch, including valves, fire hydrants, the reconnections of more than 600 service connections, and all appurtenances. This waterline work is within both residential and commercial areas along the rights-of-way of Gladstell Street, Sgt. Ed Holcomb Boulevard, all streets within the Rivershire neighborhood in the City of Conroe. In an effort to get construction underway by the beginning of 2022, working with the City we were able to shorten our established design schedule by 2 months. Estimated Construction Cost: \$6.0 M // Expected Completion: 2022

Waterline Improvements Phases 1, Phase 2, and Phase 3, City of Alvin, Texas – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 58,460 L.F. of waterlines, ranging in size from 6-inch to 10-inch, through three phases of design and construction. This installation includes valves, fire hydrants, the reconnections of more than 700 service connections, and all appurtenances. These waterline improvements are within both residential and commercial areas within the City of Alvin.

- » Phase 1: 17,875 L.F. // Construction Cost: \$1.3 M // Completed: 2020
- » Phase 2: 15,500 L.F. // Construction Cost: \$1.3 M // Completed: 2021
- » Phase 3: 25,085 L.F. // Estimated Construction Cost: \$2.7 M // Expected Completion: 2022

Trunk Line Replacement – Stewart’s Creek (Avenue M to Ed Kharbat), City of Conroe, Texas – LJA provided project management, engineering, and design support services to develop plans and specifications for the construction of approximately 7,000 L.F. of 60-inch gravity sanitary sewer trunk lines including corrosion resistant manholes, connections to the existing collection system, and all appurtenances along Stewart’s Creek within the City of Conroe. As part of this project, LJA has performed the required Topographical Surveys, Wetlands Delineation Study, Cultural Resources Study, and Archeological Study, as well as coordinated the required Geotechnical Investigations. Locations of Wetlands along the route has forced realignments of the trunk line; LJA developed the easement exhibits as well as the metes and bounds descriptions for properties affected by the realignment. The City opted to split the overall Stewart’s Creek Trunk Line project between multiple engineering firms and LJA has worked closely with these firms to ensure the City receives a sound overall design. Estimated Construction Cost: \$12 M // Estimated Completion: Q4 2023

Large Diameter Trunk Sewer Transmission Line, New Caney M.U.D., Texas – LJA provided project management, engineering, and design support services to provide plans and specifications for the construction of approximately 9,000 L.F. of 24-inch to 36-inch gravity sanitary sewer trunk lines including manholes, service connections, connections to the existing collection system, and all appurtenances within New Caney M.U.D.. During the construction phase of the project, utilities at Loop 494 and the proposed Grand Parkway overpass needed to be relocated. LJA quickly created plans and specifications for the relocations of a force main and a waterline, both including encased crossings of TXDOT ROW. We were able to get it approved through TXDOT’s UIR system and added to this project as a Change Order quickly enough for the project be completed on time even with the additional work. Construction Cost: \$2.3 M // Completed: 2019



MISSAEL GALVAN

WATER AND SEWER DESIGN SUPPORT

EDUCATION

AAS, Mechanical Drafting



SUMMARY OF QUALIFICATIONS

Missael Galvan has over six years of working experience in civil engineering design. His experience includes design support for water systems and infrastructures such as water distribution lines, elevated storage tanks, and water wells.

PROJECT EXPERIENCE

System Improvements, CDBG Phases 2 and 3, Jacinto City, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 65 LF of 14" waterline, 180 LF of 12" waterline including an 18" steel encased crossing of a County roadway and UPRR tracks, 1,885 LF of 10" waterline, 16,855 LF of 8" waterline, 100 LF of 6" waterline, and 50 LF of 2" waterline including valves, fire hydrants and all appurtenances over three projects within the City of Jacinto City.

Waterline Improvements Phase 1, Alvin, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 17,845 LF of waterlines, ranging in size from 6" to 10", including valves, fire hydrants, the reconnections of more than 230 service connections, and all appurtenances. This waterline work is within both residential and commercial areas along the right-of-way of S. Gordon/SH 35, W. Adoue, W. Cleveland, S. Hardie, W. Coombs, W. Dumble, W. Foley, S. Booth, W. Blackstone, Coke, Hillje, Duncan, Matteson, S. Lee, W. Jordan, Woodward, and Cedar within the City of Alvin.

Waterline Rehabilitation 2019, Conroe, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 36,725 LF of waterlines, ranging in size from 4" to 8", including valves, fire hydrants, the reconnections of more than 180 service connections, and all appurtenances. This waterline work is within both residential and commercial areas along the right-of-way of Palestine, Roberson, Waco, Lewis, Dallas, San Jacinto, Thompson, Austin, Conroe, Adkins, Turner/Airport, Shady Oaks, Memory Lane, Shady Oaks, Pacific, N. 7th, N. 8th, N. 5th, Edgar, E. Phillips, S. 11th, S. 12th, N. 3rd, Sherman, Avenue A, Academy, and Criminal Justice within the City of Conroe.

Waterline Rehabilitation, CDBG Phase 2, Galena Park, TX – LJA designed and provided plans and specifications for the construction of 8,750 LF of 8" waterlines including valves, fire hydrants, the reconnections of more than 350 service connections, and all appurtenances. This waterline work is within residential areas along the right-of-way of Bank Drive, Sage Drive, Hunter Street, 9th Street, 10th Street, 11th Street, 12th Street, 13th Street, 14th Street, 15th Street, and 16th Street. This project also included coordinating with Union Pacific Railroad for a dry bore crossing.

Westside Paving and Drainage, Hedwig Village, TX – Provided preliminary report, exhibits, public meetings and workshops, and recommendations to City Staff and representatives based on a City-wide drainage study. The Westside Paving and Drainage project will consist of over 14,000 LF of roadway including drainage, waterlines, sewer lines, and all appurtenances associated with replacing an existing narrow asphalt open ditch residential roadway, relocating its location within the right of way, trail replacement, lowering the street, and correcting its cross section. Special coordination with the City, Harris County, Flood Control District, Memorial Village Water Authority, and private utilities was needed to plan and budget for the project. Special construction concerns and methods were taken into



consideration in such a way to impact residents as little as possible when the project is constructed. The main purpose of the replacement was to increase the drainage capabilities of the existing storm water system in order to sheet flow water across town more effectively and efficiently to the City's ultimate outfall in order to help prevent the structural flooding throughout the City that has been experienced more frequently in years as of late. Also, the proposed project was value engineered to minimize the required money spent while focusing on drainage in order to still accomplish its goal. The construction amount will be approximately \$15M and will have design completed by the fourth quarter of 2023 and construction completed 2025.

73rd Street Reconstruction, Galveston, TX – The City of Galveston, due to drainage concerns with existing infrastructure along 73rd Street, hired LJA to investigate and address the issue. The existing asphalt surface was milled and replaced then the storm sewer underneath the road was upsized. As well as replacing storm sewer, new waterlines were installed during construction to limit further impacts to the new pavement. Special geomembrane material was used in order to prevent cracking due to poor subgrade and proximity to the water table. The existing drainage improvements require USACE approval and coordination for the new outfall that was installed in tidally influenced water. The construction amount was \$2.1M and was built from 07/2019 to 02/2021.

Waterline Extensions along Dogwood Drive and Penny Street, New Caney, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 10,580 LF of 12" waterlines, including valves, fire hydrants, the reconnections of more than 230 service connections, and all appurtenances. This waterline work is within residential areas along the right-of-way of Penny, Dogwood, and Dunn within the New Caney Municipal Utility District.

Waterline Extensions along FM 1485 East and Loop 494, New Caney, TX – LJA provided engineering and design support services to provide plans and specifications for the construction of approximately 8,060 LF of waterlines along FM 1485 East from Loop 494 to Baptist Encampment Road within the New Caney Municipal Utility District including valves, fire hydrants, service connections, and all appurtenances; Approximately 6,200 LF of waterlines along Loop 494/Lodge Road from Water Plant No. 2 to F.M. 1485 East within the New Caney Municipal Utility District including valves, fire hydrants, service connections, and all appurtenances.

Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, & 16, Alvin, TX – LJA is currently providing engineering and design support services to provide plans and specifications for the construction of the Lift Station 23 expansion and eliminating Lift Stations 1, 15, and 16. This project also includes the replacement of sanitary gravity mains along Steele Road, North Gordon Street/Highway 35, Rice Street, and Avenue E ½ with approximately 14,720 LF of new gravity mains ranging from 15" to 30", and replacing approximately 7,000 LF of 16" and 12" force main with 24" force main along Highway 35 Bypass within the City of Alvin.

SUSAN ALFORD, REM, ENV SP

ENVIRONMENTAL LEAD



EDUCATION

1994, MA, Range Ecology & Management, Texas A&M University
1992, BS, Range Ecology & Management, Texas A&M University

PROFESSIONAL LICENSE

Registered Environmental Manager (REM) #10036
National Environmental Policy Act (NEPA) Training and Certification
Certified Wetland Delineator, TEEX 1994
Institute for Sustainable Infrastructure Certified Professional #30247

TXDOT PRECERTIFICATIONS

Employee Sequence No. 6546 // Work Categories 1.6.1, 2.3.1, 2.4.1, 2.4.2, 2.4.3, 2.6.2, 2.13.1, and 2.14.1

SUMMARY OF QUALIFICATIONS

Susan Alford brings to Berg-Oliver Associates, Inc. over 28 years of experience in land management and natural resource assessments, specializing in environmental compliance and permitting. Her technical experience includes performing environmental studies and writing Environmental Assessments (EAs) and Categorical Exclusions (CEs) compliant with the National Environmental Policy Act (NEPA). Susan has prepared NEPA-compliant environmental documentation for review and approval by various federal agencies such as Federal Emergency Management Agency (FEMA), US Army Corps of Engineers (USACE), and US Environmental Protection Agency (EPA), as well as state agencies such as the Texas Department of Transportation (TxDOT) and Texas Water Development Board (TWDB). Her experience in environmental compliance and regulatory permitting includes a long list of approved projects with the EPA including Region 6, Texas Commission on Environmental Quality (TCEQ), and the USACE in the southwest region. Susan has conducted over 1,500 approved actions, including NEPA documents for multiple federal and state agencies.

PROJECT EXPERIENCE

Mitigation Program for Capital Improvement Projects, Watershed Analysis, Houston, TX – Limited wetlands due diligence, environmental property transaction screen, and full Phase I environmental site assessments on the various regional storm water detention basins located around the City of Houston (Buffalo, Sims, Hunting, Greens, and Keegan). The purpose of the studies was to evaluate existing and future conditions of the watersheds and neighboring subdivisions, which experienced flooding issues in the past.

Buffalo Bayou Slope Repair and Stabilization, Houston, TX – Permit application of USACE Nationwide Permit 45 for the repair of Buffalo Bayou resulting from Hurricane Harvey. Other duties performed included a wetland delineation of the ordinary high-water mark and threatened and endangered species survey.

West Harris County Regional Water Authority (WHCRWA), Five Second Source Transmission Line Projects, Houston, TX – Transmission line projects which was partially funded by the Texas Water Development Board (TWDB). BOA prepared the environmental data forms in accordance with the TWDB's requirements, including performing a wetland delineation, threatened and endangered species assessment, land use and socio-economic analysis, limited Phase I ESA, historical, cultural, and archeology surveys, and agency coordination.

Central Pump Station-Mason Road, Dannenbaum Engineering, obo West Harris County Regional Water Authority (WHCRWA), Harris County, TX – Supervised the WHCRWA's Second Source Water Line Project, which is partially funded by the Texas Water Development Board (TWDB), consisting of a 40-mile long water line that will distribute water from east Harris County to west Harris County. The purpose of the project was to assist the WHCRWA



meet requirements for water conservation and groundwater reduction set by regional subsidence districts. BOA conducted environmental services for Dannenbaum Engineering and the WHCRWA for the 29-acre second source central pump station, located northwest of Clay Road and Fry Road in Houston, Harris County. BOA conducted a wetland delineation and jurisdictional determination, which was verified by the Corps of Engineers, a threatened and endangered species assessment, a Phase I environmental site assessment, and a cultural resources study, which was verified by the Texas Historical Commission. BOA also prepared an environmental assessment document for approval by the TWDB.

Proposed Wastewater Treatment Plant and Access Road, Springwoods Development, c/o Harris County Improvement District (HCID) #18, Harris County, TX – Project Supervisor for a 47.90-acre tract that consisted of two proposed Waste Water Treatment Plants (WWTP) and a proposed access road. Responsible for conducting the wetland delineation, USACE verification, hydro-geomorphic model (HGM). Successfully obtained the Section 404 USACE nationwide permit (NWP).

Town Creek Drainage Improvements, Huntsville, TX – Project Supervisor for a NEPA-compliant FEMA EA for proposed channelization improvements within the City. The purpose of the proposed project was to stabilize the slope and underground structures to prevent erosion and subsidence, and to prevent flooding in downtown Huntsville during heavy rainfall events. The scope of work included gathering preliminary environmental information for the following: data collection, agency coordination, biological and natural resource impact assessment, review of hydrological elements, wetland delineation, USACE verification and permitting (individual permit), review of socioeconomic and environmental justice elements, hazardous waste impacts assessment, and cultural resources (archeological and historical) assessment, as well as EA preparation.

Cowart Creek Watershed Master Drainage Plan, Friendswood, TX – Project Supervisor for an environmental baseline overview of the Cowart Creek Watershed for the City of Friendswood, Brazoria and Galveston Counties, Texas. The preliminary environmental information collected was overlaid in a Geographic Information System (GIS) format. The objective of the Infrared Digital Orthoquad Imagery Overlay (IR) was to provide a clear aerial photograph that can assist in land use determination, wetland analysis, and overall location analysis. A review of regulatory agency site listings was conducted to determine the proximity of documented regulatory sites in reference to the area being investigated within the limits of the Cowart Creek Watershed. These agency-regulated sites may be facilities that store, transport, generate, or dispose of regulated waste materials. Based on the findings of the gathered preliminary environmental information, BOA made recommendations for issues associated with hazardous waste, wetlands and other environmental considerations.

Surface Water Treatment Plant, Cities of Richmond and Rosenberg, Fort Bend County, TX – Oversaw the preparations of the NEPA-compliant U.S. EPA Environmental Information Document (EID) for land acquisition for a proposed new surface water treatment plant for the Richmond-Rosenberg Local Government Corporation to serve the needs of residents and businesses in the Cities of Richmond and Rosenberg. The scope of work included data collection (research prior to site visits), biological and natural resource impact assessment (presence/absence survey for listed T&E species and assessment of vegetation/habitat impacts), review of hydrological elements, review of socioeconomic and environmental justice elements, Phase I environmental site assessment for hazardous materials, and cultural resources (archeological and historical) assessment, as well as EA preparation. Agencies coordinated with included the Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ), National Park Service (NPS), Texas Historical Commission (THC), Texas Parks and Wildlife Department (TPWD), and the Natural Resources Conservation Service (NRCS).



SCOT LOWE, RPLS

SURVEY LEAD



EDUCATION

1988, AAS, Land Surveying, San Jacinto College

PROFESSIONAL LICENSE

1992, Registered Professional Land Surveyor, Texas #5007

SUMMARY OF QUALIFICATIONS

Scot Lowe has over 29 years of experience in land surveying including horizontal and vertical control, alignment, and topographic and boundary surveys.

PROJECT EXPERIENCE

Topography of City of Conroe Waterline Rehabilitation Project, Conroe, TX – Approximately five-mile reach; Full ROW to ROW Topography, Easement(s) Location with deed information, one call pipelines and utilities, improvements, storm, sanitary, water, pavement – full detail. Cross-sections. Established horizontal and vertical control as well as establish TBM's and baselines for future construction. Cost: \$196,900.00

City of New Caney Waterline Rehabilitation Project, New Caney, TX – Approximately 10,500 LF reach; Full ROW to ROW Topography, Easement(s) Location with deed information, one call pipelines and utilities, improvements, storm, sanitary, water, pavement – full detail. Cross-sections. Establish horizontal and vertical control as well as establish TBM's and baselines for future construction. Cost: \$50,000

HCFCF Project ID #D140-05-01-X002, Harris County, TX – Provided a recoverable baseline with TBMs on site. Boundary to be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83). Use NAVD 88 vertical datum or approved equal. Showed swing ties from the baseline to found right-of-way (ROW) monumentation. Provided full sections, 20' beyond ROW at 200' intervals, including water surface elevations, and toe-to-toe cross sections at 100' intervals. Detailed all concrete structures and all erosions, washouts, and failures as directed at the on-site meeting. Provided water surface elevation, size and flowline elevations of all existing pipes and culverts outfalling into the channel under the embankment and under street crossings. Showed obstructions (trees, fences, power poles, etc.) within the reach that may affect construction. Located and identified existing utilities and pipelines within the reach of the channel. Provided owner's address, contact person, and telephone number for each utility identified. Obtained depths on all underground utilities applicable at flowline of unit. Noted depth of utilities on plans. Final submittal consisted of: a sealed control map; a CD containing a plan view drawing with x, y, and z coordinates, and the project ASCII file. Submittals for preliminary review shall consist of digital copies only.

HCFCF Project ID #C147-00-00-X003, Harris County, TX – Provided a recoverable baseline with TBMs on site. Boundary to be tied to Texas State Plane Coordinate System, South Central Zone (NAD 83). Used NAVD 88 vertical datum or approved equal. Showed swing ties from the baseline to found right-of way (ROW) monumentation. ROW should be sufficiently delineated to identify any conflicts or encroachments. Provided full sections, 20' beyond the ROW at 200' intervals including water surface elevations and toe-to-toe cross sections at 100' intervals. Detailed all concrete structures and all erosions, washouts, and failures as directed at the onsite meeting. Provided water surface elevation, size and flowline elevations of all existing pipes and culverts outfalling into the channel under the embankment and under street crossings. Showed obstructions (trees, fences, power poles, etc.) within reach that may affect construction. Located and identified existing utilities and pipelines within the reach of the channel. Provided owner's address, contact person, and telephone number for each utility identified. Obtained depths on all underground utilities. Noted depth of utilities on plans.



On-Call Surveying, HCFCF, Harris County, TX – Current on-call contract to provide surveying support for levee settlement surveys, cross sections for de-silts, as well as ROW and topography for construction on various HCFCF units.

Topography of Galveston County, La Marque, TX – Approximately 5,750 LF reach; Wisteria St., Honeysuckle St. and Azalea St. from Cedar Drive to Ross Street-Full ROW plus 15' Right-of-way Location, Easement(s) Location with deed information, One Call pipelines and utilities, Improvements, Storm, Sanitary, Water, Pavement – full detail. Cross-sections 100' intervals plus any breaks.

Galveston County Drainage District No. 1 Willow Bayou/Avenue L Drainage Project, Galveston, TX – Obtained elevations of existing pipelines that cross project. Showed confluence flowlines, widths, high banks, street ROWs, etc.

DuPont La Porte – Provided ALTA/ACSM survey for the Vinyl Acetates Unit within the plant to include but not limited to: Access legal descriptions for roads, access gates, parking lots, etc. Also, currently preparing the mapping and legal descriptions for the steam and condensate lines in the adjacent unit.

Air Products and Chemicals Pasadena – Provided Boundary survey required for a 17 acre lease tract along with easements located within the Air Products and Chemicals Pasadena plant. Provide ongoing on-call surveying services.

Harris County Flood Control District – Current on call contract to provide surveying support for levee settlement surveys, cross sections for de-silts, as well as ROW and topography for construction on various H.C.F.C.D. units.

Civil Concepts Inc. – Fairmont Parkway & Red Bluff road ROW alignment and Category 6 Topography survey with cross sections on Fairmont Parkway from Red Bluff to Luella.

D & W Contractors Inc. – Provided construction layout for several main thoroughfares ie: TC Jester Blvd., Brookport Drive, and Randolph Rd. Provided ongoing on-call surveying services.

Chicago Bridge & Iron – A contract for \$100K+ to provide ongoing surveying services for the construction of Net Power Plant.

City of La Marque Topography Galveston County, TX – Approximately 5,750 LF reach; Wisteria St., Honeysuckle St. and Azalea St. from Cedar Drive to Ross Street-Full ROW plus 15' Right-of-way Location, Easement(s) Location with deed information, One Call pipelines & utilities, Improvements, Storm, Sanitary, Water, Pavement – full detail. Cross-sections 100' intervals plus any breaks.

Eighteen Capital Group, Galveston, TX – Provided a Boundary survey for the 4.1891 & 1.7908 acre Villa Marina Apartments.

Eastman Chemical Plant in Texas City, Galveston County, TX – Provided a standard Land Title Boundary survey, Category 1B - Condition II with accompanying metes and bounds descriptions for all Eastman Chemical owned property in Texas City. Recovered existing plant control monuments, NGS monuments, boundary monumentation, data collection and set property corners on each tract. Improvements were shown as a background ortho image obtained via Precision Aerial. Project budget \$50,200.00

Galveston County Drainage District No. 1 Willow Bayou/Avenue L Drainage Project, Galveston County, TX – Obtained elevations of existing pipelines that cross project. Showed confluence flowlines, widths, high banks, street ROW's, etc.



MOHAN BALLAGERE, PE

GEOTECHNICAL LEAD



EDUCATION

1990, MS, Civil Engineering, South Dakota School of Mines & Technology, Rapid City, South Dakota
1984, BS, Civil Engineering, University of Mysore, India

PROFESSIONAL LICENSE

2000, Professional Engineer, Texas #87622

SUMMARY OF QUALIFICATIONS

Mohan Ballagere has over 29 years of experience in the civil and geotechnical field as project manager and project engineer on various projects involving areas of expertise in bridge foundations, settlement analyses, pavement design, shallow and deep foundations, open cut excavation, excavation stability and ground water control, site reconnaissance, fault studies, and ground stabilization. His role/responsibility is Geotechnical Engineering and ESA. Mohan has been responsible for geotechnical investigation including drilling coordination, laboratory QA/QC, and engineering analyses for numerous projects of SJRA, HCFCD, regional water authorities, and the City of Houston as well as other counties, cities, and agencies. He oversees field investigation and laboratory testing, project coordination, performing engineering analysis and developing geotechnical recommendations for trench safety, pipe bedding and backfill, foundation type and depth, bearing capacity, settlement, slope stability, seepage analysis, retaining walls, groundwater control, drilled piers and pile design, structural fill, construction considerations, project cost control, and overseeing staff engineers.

PROJECT EXPERIENCE

HC Flood Control Channel Improv.; Project ID Q112-00-00-X016 (Cary Bayou); Harris County, TX – The purpose of this study was to provide geotechnical engineering support for the design and construction associated with the slope repairs for Harris County Flood Control District (HCFCD) Channel Q112-00-00-X016 (Cary Bayou) from Raccoon Road to Sjolander Road in Harris County, Texas. The total length of the channel is about 6,200' and channel depths ranges from 15 to 19 feet.

HCFCD Hurricane Harvey Disaster Recovery; Project ID: Z100-00-00-X283; Harris County, TX – The purpose of this study was to provide geotechnical engineering support for the design and construction associated with the proposed slope repairs as part of the Harris County Flood Control District (HCFCD) Hurricane Harvey Disaster Recovery Program in Harris County, Texas. The proposed slope repairs are located at 22 sites in eight Project Areas in Harris County, Texas.

General Drainage Sys. Repairs–North; HCFCD Project ID #P121-01-00-X009; Harris County, TX – The purpose of this study was to provide geotechnical engineering support for the design and construction associated with the proposed slope repairs for Harris County Flood Control District (HCFCD) Unit ID # P121-01-00 in Harris County, Texas for HCFCD Project ID# P121-01-00-X009. The HCFCD channel P121-01-00 is a man-made channel built during the construction of Beltway 8 to convey the drainage generated by Beltway 8 over to the confluence with another creek. The original channel was constructed to have a 3(H):1(V) side slope on either bank with a 6-foot wide bottom.



RELEVANT GEOTECHNICAL STUDIES INCLUDE:

- GLO CDBG-MIT Hollywood and Falco Service Area Improvements, Galveston, Texas
- Hunting Bayou – Federal Risk Management Project, HCFCD Project ID No. H100-00-00-E006, Harris County Precinct 1, Harris County, Texas
- Disaster Mitigation for Wastewater Facilities Induced by Hurricane Harvey Package 1 – Kingwood Area, WBS No. R-000.536.0037-3, Kingwood, Texas
- Clear Creek Federal Risk Management Project, HCFCD Project ID No. A100-00-00-G002; WA # 2, Harris County Purchase Order No. P001169, HCFCD Agreement No. 2021-33, Precinct 1, Harris County, Texas
- PY2021 CDBG Waterline Improvements, Houston, Texas
- CDBG – North Richmond Water Main Replacement, (WA2102), Richmond, Texas
- HMGP Drainage Mitigation Project C-6, City of Pasadena, Texas
- HMGP Drainage Mitigation Project C-5, City of Pasadena, Texas
- HMGP Drainage Mitigation Project C-4, City of Pasadena, Texas
- HMGP Drainage Mitigation Project C-3, City of Pasadena, Texas
- HMGP Drainage Mitigation Project C-2, City of Pasadena, Texas
- Drainage Mitigation Project Section A-3, City of Pasadena, Texas
- HMGP Drainage Mitigation Project A-6, City of Pasadena, Texas
- Mitigation Program for CIP Projects, Eureka Corridor Detention Basin, WBS No. M-430296-01IA-3, Houston, Texas
- Cotton Patch Bayou Pump Station (Red Bluff Terrace Drainage Improvements), GLO Contract No. 12-403-037; City of Pasadena CIP No. D050, City of Pasadena, Texas
- Kirby Street Water Plant - TGLO Round 2; Phase 2, City of La Marque, Texas
- GLO Round 2.2 – League City Ground Storage Tank, Dickinson – League City, Texas
- Disaster Recovery for the City of Angleton Water Plant - GLO Round 2.2; City of Angleton, Texas

Please see Geotest Engineering, Inc. HUB/MBE Certificates on page 57 in the "Submission Requirements" section.





SUBMISSION REQUIREMENTS

- » Current Certificate of Insurance
- » Statement of Conflicts of Interest
- » System for Award Management
- » Conflict of Interest Questionnaire
- » Certification Regarding Lobbying
- » Form 1295 (to be completed upon award)
- » Required Contract Provisions
- » Subconsultant HUB/MBE Certificates

» SUBMISSION REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2022

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 Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: Allied World Assurance Company (U.S.)		19489
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Lloyds of London		085202
	INSURER E: Evanston Insurance Company		35378
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 70052415

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:			GL 6360582	9/1/2022	8/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED ☒ HIRED AUTOS ONLY ☒ AUTOS ONLY			CA 5774680	9/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			0313-5205	9/1/2022	8/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	WC 013265763 (AOS) WC 013265764 (CA)	9/1/2022 9/1/2022	8/1/2023 8/1/2023	☒ 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	Professional Liability			B0146LDUSA2205147	9/1/2022	8/1/2023	Per Claim \$5,000,000 Aggregate \$5,000,000
E	Pollution Liability			CPLMOL112871	9/1/2022	8/1/2023	Per Occurrence \$5,000,000 Aggregate \$5,000,000

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

RE:

CERTIFICATE HOLDER

CANCELLATION

LJA Engineering, Inc. 3600 W Sam Houston Parkway S; Suite 600 Houston TX 77042	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 Matias Ormaza

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ACORD 25 (2016/03)

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70052415 | 22/23 Master Certificate | Jerry Noyola | 8/31/2022 2:21:04 PM (EDT) | Page 1 of 19



SOQ • City of La Marque

Engineering/Architectural Services CDBG MIT-MOD RFQ

We seek solutions. » 47



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Greyling Insurance Brokerage		NAMED INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: LJA Engineering, Inc.

ADDRESS: 3600 W Sam Houston Parkway S; Suite 600 Houston TX 77042

****Additional Named Insureds**:**

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
 Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741
 LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
 LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
 LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042
 LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
 LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042
 LJA Program Management, LLC (fka Ramos Consulting, LLC); 6720 Vaught Ranch Road, Suite 140, Austin, TX 78730
 KDM Acquisition Services, Inc. 3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042
 LJA Energy, Inc 3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042
 LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 150 Round Rock, TX 78681
 Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional

Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms CG2010 12/19 (includes ongoing operations) & CG2037 12/19 (GL); CA 2048 12/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms CG 2404 12/19 (GL); CA 20 48 (10/13) (Auto); and WC 00 03 13 (4/84) (WC). The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

ACORD 101 (2008/01)

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ATTACHMENT



STATEMENT OF CONFLICTS OF INTEREST

LJA Engineering, Inc. and all key employees have no conflicts regarding the services requested.

No LJA employee has any working relationship that could be perceived by disinterested parties as a conflict. LJA has no potential conflicts of interest.



SYSTEM FOR AWARD MANAGEMENT SEARCH

Unique Entity ID NFSNJ6H9MLP5	CAGE / NCAGE 5SZM5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 15, 2023	
Physical Address 3600 W Sam Houston PKWY S Houston, Texas 77042-5096 United States	Mailing Address 3600 W Sam Houston PKWY Suite 600 Houston, Texas 77042-3768 United States	

Business Information

Doing Business as (blank)	Division Name Lja Engineering	Division Number LJA Engine
Congressional District Texas 09	State / Country of Incorporation Texas / United States	URL www.lja.com
MPIN *****estS		

Registration Dates

Activation Date Feb 17, 2022	Submission Date Feb 15, 2022	Initial Registration Date Nov 19, 2009
--	--	--

Entity Dates

Entity Start Date Jun 1, 1997	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

Sep 28, 2022 11:00:44 AM GMT



Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

No

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

5SZM5

Electronic Funds Transfer

Account Type

Checking

Routing Number

*******1258**

Lock Box Number

(blank)

Financial Institution

ZIONS BANCORPORATION, NA DBA AMEGY B

Account Number

*******29241**

Automated Clearing House

Phone (U.S.)

7139535242

Email

ar@ljaengineering.com

Phone (non-U.S.)

(blank)

Fax

7139535026

Remittance Address

JOHN PENEWITT

3600 W Sam Houston PKWY S

Suite 600

Houston, Texas 77042

United States

Taxpayer Information

EIN

*******0328**

Type of Tax

Applicable Federal Tax

Taxpayer Name

LJA ENGINEERING INC

Tax Year (Most Recent Tax Year)

2015

Name/Title of Individual Executing Consent

Assistant Marketing Director

TIN Consent Date

Feb 15, 2022

Address

3600 W Sam Houston PKWY S, Suite 600

Houston, Texas 77042

Signature

MARIA LUCIO

Points of Contact





Exclusion Search Results 0 Total Results

Filter by:

Status	Excluded Individual
Active	James D Ross

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Sep 28, 2022 11:00:44 AM GMT

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.

No LJA employee or officer has a business relationship with any local governmental entity as defined by Section 176.001(1-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.

N/A

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

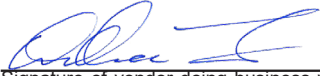
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

10/12/2022

Date



Certification Regarding Lobbying

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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



Signature of Contractor's Authorized Official

Wallace Trochesset, PE, Senior Vice President

Printed Name and Title of Contractor's Authorized Official

10/12/2022

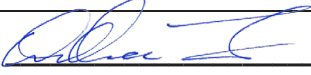
Date



Not Applicable

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:		Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: <u>Wallace Trochesset, PE</u> Title: <u>Senior Vice President</u> Telephone No.: <u>713.202.0401</u> Date: <u>10/12/2022</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



FORM 1295

If awarded this project, LJA will complete and submit the Form 1295, "Certificate of Interested Parties".

REQUIRED CONTRACT PROVISIONS

Any and all applicable provisions enclosed in the RFQ will be included in all contracts executed as a result of this RFQ.



GEOTEST ENGINEERING, INC. HUB/MBE CERTIFICATES

Texas Historically Underutilized Business (HUB) Certificate



Certificate/MD Number: **1742048920900**
Approval Date: **June 28, 2021**
Scheduled Expiration Date: **June 30, 2024**

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

GEOTEST 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 **June 28, 2021**, 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 City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston'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 City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement 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/MD 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/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Geotest Engineering, Inc.

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 21-6-10833

NAICS 236118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
NAICS 541330: ENGINEERING SERVICES
NAICS 541380: TESTING LABORATORIES (EXCEPT MEDICAL, VETERINARY)
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Director of Office of Business Opportunity

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 or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.



SOQ • City of La Marque
Engineering/Architectural Services CDBG MIT-MOD RFQ

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713.953.5200
LJA.com

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Conroe, TX
Corpus Christi, TX
Dallas, TX
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Fort Worth, TX
Katy, TX
Lake Jackson, TX
McKinney, TX
Midland, TX
Pearland, TX

Round Rock, TX
San Antonio, TX
Spring, TX
Sweeny, TX
The Woodlands, TX
Jacksonville, FL
Orlando, FL
Tallahassee, FL
Tulsa, OK
Chatanooga, TN
Knoxville, TN
Murfreesboro, TN
Marietta, GA
Charleston, SC
Cottonwood Heights, UT
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RESOLUTION NO. R-2022-00

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS (THE "CITY") AUTHORIZING THE SETTLEMENT OF CERTAIN CITY LIENS ON 113 UNION ST LA MARQUE TX 77568 (THE "PROPERTY")

WHEREAS, the City has mowed the Property through its maintenance program;

WHEREAS, the City has a lien on the Property for the amount it has expended on mowing the Property plus interest that accrues at 10% per year;

WHEREAS, the Property is a vacant lot;

WHEREAS, this settlement will allow the property to be sold to a new buyer for potential development;

WHEREAS, a buyer has come forward for the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City negotiated a decrease in the lien amount on the Property.

The City Manager is authorized upon approval of documents by the City Attorney to settle the City's claim on the Property for \$17,027.55 and deliver a lien release to the owner of the Property in return for \$17,027.55.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 25th day of October 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: **October 25, 2022**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding solicitation for Grant Administrator and Engineering Services for Texas Community Development Block Grant administered through the Texas Department of Agriculture.

☒ X

ATTACHMENTS FOR REFERENCE

1. TDA - Community Development Block Grant Information
2. Solitation Letter - Grant Administrator
3. Solitation Letter - Engineering Services

STAFF BRIEFING:

- The Texas Department of Agriculture is offering a \$500,000 (max) Community Development Block Grant 2023-2024
- Application deadline is scheduled for Spring 2023
- City staff would like to begin the Application process early to avoid last minute application deadlines.
- Estimated City Share is 10-25% (NOFO has not been released)
- City Manager has reviewed and approved.
- Finance Director has reviewed and approved.
- City Engineer has reviewed and approved.
- City Attorney has reviewed and approved.

HISTORY: N/A

TARGET IMPLEMENTATION: December 2022

SIGNIFICANT ACTION DATES: Spring 2023

STAFF'S RECOMMENDATION: Motion to approve solicitation of Grant Administration and Engineering Services for Texas Community Development Block Grant administered by Texas Department of Agriculture with a maximum funding amount of \$500,000.

FISCAL IMPACT: \$50,000 (10%) - \$125,000 (25%) = City Share

Request for Qualifications (RFQ) for Engineering/Architecture/Surveying Services - Cover Letter

For Application Preparation and Grant Contract Implementation Services

Pre-Award and Post-Award Services

October 27, 2022

Re: Proposed Contract Funding for the City of La Marque RFQ for 2023 TDA Texas CDBG

Dear Engineering Service Providers:

Attached is a copy of City of La Marque's Request for Qualifications for Engineering/Architectural/Surveying Services. These services are being solicited to assist City of La Marque in its application(s) for funding and project implementation of a contract, if awarded, from the **2023 TDA Texas Community Development Block Grant** of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA). City of La Marque will be applying for such funding to support eligible activities in the City of La Marque. More than one contract may be awarded as a result of this RFQ.

The submission requirements for this Statement of Qualifications are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs.

Please electronically submit your Statement of Qualifications in .pdf format at:

<http://submitbid.cityoflamarque.org>

The deadline for submission of SOQs is **November 7, 2022, at 5:00 p.m.** City of La Marque reserves the right to negotiate with any and all persons or firms submitting SOQs, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

City of La Marque is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

Kierra Nance

City of La Marque, City Clerk

Dear Administrative Service Provider:

Attached is a copy of the City of La Marque Request for Proposals for application and project implementation for administrative services. These services are being solicited to assist the City of La Marque in its application and administration of a contract, if awarded, from the 2023 Texas Community Development Block Grant Program funded and administered by the Texas Department of Agriculture.

Please submit a proposal of services and a statement of qualifications to:

<http://submitbid.cityoflamarque.org>

The deadline for submission of proposals is November 7, 2022, at 5:00 p.m. Your submission content may be the TDA A507 response form, or a tailored proposal, the choice is up to you. The City of La Marque reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

Along with your proposal, you must also include verification that your company as well as the company's principal or principals are not listed (is not debarred) through the federal government's System for Award Management (www.SAM.gov). Please include a printout of the search results.

The City of La Marque is an Affirmative Action/Equal Opportunity Employer.

Please confirm receipt of this email.

Kierra Nance
City of La Marque
City Clerk



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

Community Development Block Grant (CDBG) Program for Rural Texas

The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments, and to expand economic opportunities principally for persons of low- to moderate-income.

Eligible Applicants: Non-entitlement cities and counties whose populations are less than 50,000 and 200,000 respectively, and that are not designated as eligible for the entitlement portion of the federal Community Development Block Grant Program (CDBG).

Community Development Fund (2023-2024)

Application Deadline: Spring 2023

Max Award: \$500,000

The Community Development Fund is the largest fund category in the TxCDBG Program. This fund is available through a competition in each of the 24 state planning regions. Although most funds are used for Public Facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used.

Downtown Revitalization Program

Application Deadline: Spring 2023

Max Award: \$500,000

Provides grant funds for public infrastructure to eliminate deteriorated conditions and foster economic development in historic main street areas and rural downtown areas.

Fire, Ambulance, and Service Truck (FAST) Fund

Application Deadline: TBD 2024

Max Award: \$750,000

Provides funds for eligible vehicles to provide emergency response and special services to LMI rural communities.

Colonia Funds

Funds available to eligible county applicants for projects in severely distressed unincorporated areas. The term “colonia” generally means an identifiable unincorporated community that is within 150 miles of the border between the United States and Mexico.

Colonia Fund Construction

Application Deadline: Spring 2023

Max Award: \$1,000,000

Assistance to fund water and wastewater improvements, housing rehabilitation, and other improvements in colonia areas.

Colonia Economically Distressed Areas Program

Application Deadline: As Needed

Max Award: \$1,000,000

Assistance to colonia areas to connect to a water and sewer system project funded by other state and federal funds.

State Urgent Need (SUN) Fund

Application Deadline: As Needed

Max Award: \$500,000

(\$1,000,000 for certain multi-jurisdiction awards)

Assistance to communities impacted by state-declared disaster events that are not eligible for federal disaster assistance. Infrastructure repair, replacement, and improvement are eligible projects, with priority for drinking water systems and debris removal.