City of Rowlett

Special Meeting Agenda Addendum

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, March 22, 2016 | **5:30 P.M.** | **Annex Building – 4004 Main Street**

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

1. CALL TO ORDER

2. WORK SESSION (5:30 P.M.) * Times listed are approximate.

2A. Discuss the costs associated with the December 26, 2015 tornado and funding options. (90 minutes)

3. CONSENT AGENDA

3A. Consider a resolution authorizing the City Manager to negotiate and execute a contract for annual comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $200,000 annually.

3B. Consider action to approve a resolution authorizing the City Manager to negotiate and execute a task order for comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $150,000.

4. EXECUTIVE SESSION

4A. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney), to receive legal advice from the City Attorney and to discuss settlement of pending litigation: City of Rowlett v. KMS Retail. (15 minutes)

5. ADJOURNMENT

Laura Hallmark

Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website (www.rowlett.com) on the 18th day of March 2016, by 5:00 p.m.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/22/16 **AGENDA ITEM:** 2A

TITLE
Discuss the costs associated with the December 26, 2015, tornado and funding options. (90 minutes).

STAFF REPRESENTATIVE
Kim Galvin, Director of Financial Services
Jim Proce, Assistant City Manager

SUMMARY
The purpose of this item is to discuss the costs associated with the December 26, 2015, tornado and funding options for consideration.

BACKGROUND INFORMATION
The Tornado Event of December 26th has commanded a significant amount of resources from the City. These resources have included volunteers, city employees and equipment, mutual aid personnel and equipment as well as monetary resources.

On February 16, 2016, Council approved a reimbursement resolution to provide for reimbursement of all eligible tornado expenses in the event debt was issued.

DISCUSSION
Funding for response and recovery may come from a variety of sources. The Texas Municipal League (TML), the City's insurance carrier, will fund some of the cost related to damage of equipment and facilities. Operational changes may provide some funding opportunities and postponing capital improvement may free up additional funds. With the federal disaster declaration for Public Assistance, federal and state grants are now available to the City and will be used to fund both response and recovery projects. The type of grant as well as the type of project will guide those grant possibilities.

Tonight's presentation will include known and projected costs as well as funding options available to cover those costs.

RECOMMENDED ACTION
Staff is looking for consensus from Council as to its preferred option. Once staff has consensus, project funds being held at this time can be released so that we can move forward again.

ATTACHMENTS
Attachment 1 – Tornado Work Session Presentation from December 30, 2016

ATTACHMENT 1

ROWLETT TORNADO UPDATE

JANUARY 5, 2016

Rowlett Tornado Update

- On December 26th, around 7:00pm CST, Rowlett, Texas was hit by an EF4 Tornado.
- 1,145 homes and businesses were impacted.
- 23 individuals were injured with no fatalities.
- Approximately 8,000 homes and businesses lost power, over 6,000 of which were in Rowlett.
- In response to the devastation, Mayor Todd Gottel issued a Disaster Declaration on December 26th.

ATTACHMENT 1

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of Texas, do hereby certify that the severe winter weather and tornado event that began on December 26, 2015, and continuing, has caused a disaster in Collin, Dallas, Ellis and Rockwall Counties in the State of Texas.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster in the counties listed above based on the existence of such threat.

Pursuant to Section 418.017 of the code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 27th day of December, 2015.

GREG ABBOTT
Governor

ATTESTED BY:

CARLOS CASCOS
Secretary Of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
1:30 P.M. O'CLOCK
DEC 27 2015

WHEREAS, the City of Rowlett on the 26th day of December, 2015 has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from a tornado.

and;

WHEREAS, the Mayor of the City of Rowlett has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF ROWLETT:

1. That a state of disaster is declared for the City of Rowlett.
2. That the City's Emergency Management Plan has been implemented.
3. That this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the City Council of the City of Rowlett, Texas.
4. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 26th day of December, 2015.

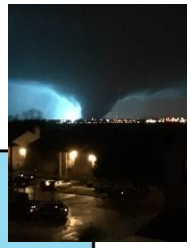
City Mayor

ATTEST:

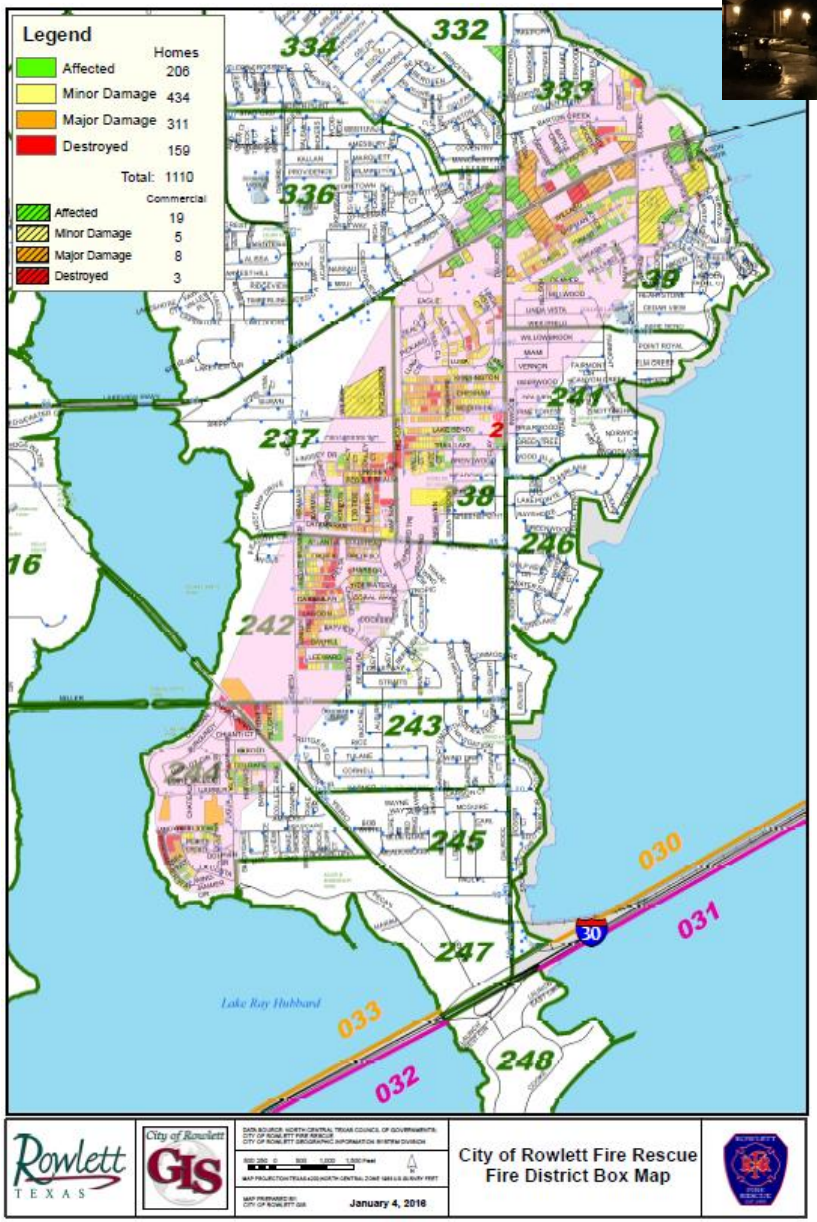
CITY MANAGER

Rowlett Tornado 12-26-15

ATTACHMENT 1



The outpouring of support from our sister cities, community agencies, volunteers, donors, neighbors helping neighbors, has been phenomenal.



ATTACHMENT 1

Damaged Properties

Residential – 1,110 Impacted

- 206 Affected
- 434 Minor (damaged but habitable)
- 311 Major (structurally unsound)
- 159 homes have been totally destroyed.

The economic value lost from this disaster will be in the tens of millions.

Commercial – 35 Impacted

- 19 Affected
- 5 Minor (damaged but habitable)
- 8 Major (structurally unsound)
- 3 business have totally been destroyed.

Rowlett Tornado 12-26-15

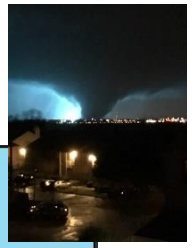
ATTACHMENT 1

Miscellaneous Stats:

- **65,000 cubic yards of debris removed**
- **47 agencies responded to mutual aid**
- **1,203 calls into Police Dispatch night of event 6:00pm-12:00**
- **1,474 calls received in the Citizen Action Center – 2x normal**
- **200 contractor registrations – 4x normal**
- **100 bldg. permits issued – 3x normal**
- **43 landfill passes issued**
- **59 animals at the Rowlett Animal Shelter not retrieved or claimed by owner**

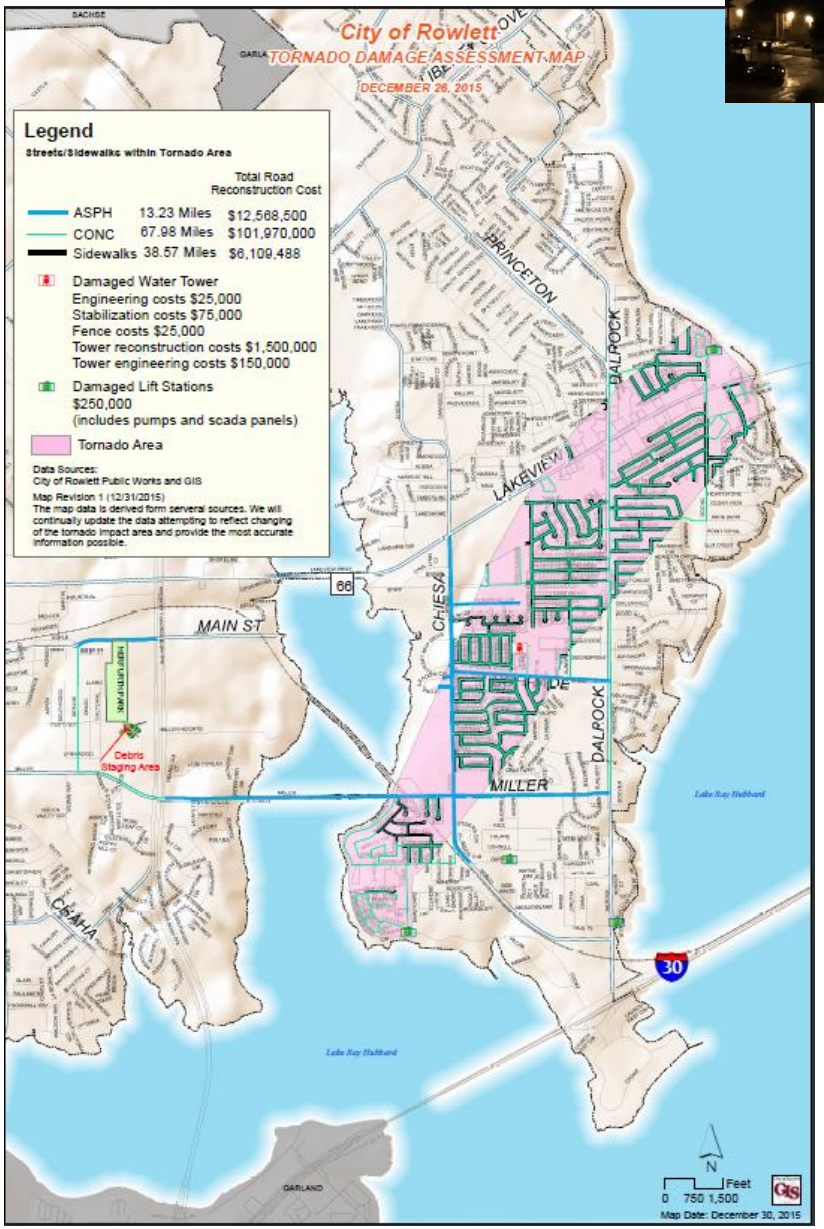
Rowlett Tornado 12-26-15

ATTACHMENT 1



We have begun evaluating the damage to infrastructure as well. The path taken by the tornado includes 13.23 miles of asphalt, 67.98 miles of concrete and 38.57 miles of sidewalk.

This will change as we begin transporting trash to the landfill.



Information and Resources

ATTACHMENT 1

Rowlett TEXAS

City of Rowlett
Tornado Recovery Information

Food, Goods, Clothing and Financial Aid

Red Cross Assistance Centers:
- C3 Church – 3700 Chaha, 972-412-4420
- Crossroads Church - 7900 Chiesa, 972-475-1678

Life Message – 4501 Rowlett Road, 877-518-1000
First Christian Church Rowlett – 7301 Miller Road, 972-475-3559
- Also offering hot meals around the clock and the Tide mobile laundry truck, which offers residents a way to do laundry.

First United Methodist Church – 4405 Main Street, 972-475-3667
First Baptist Church – 4309 Main Street, 972-475-3510
Cornerstone Church - 8200 Schrade, 214-384-2249
Lakepointe Church – 701 E. IH30, Rockwall, 469-698-2200
Firewheel Church - 2402 Castle, 972-496-5700
VFW 5076 - 2180 Meridian Street, Garland
Church in the City - 6005 Dalrock, 972-412-8266
Holy Trinity by the Lake - 1524 Smirl Drive in Rockwall, 972-771-8242
Mt. Hebron - 1233 Hwy 66 in Garland, 972-890-4536
Zion Baptist - 2517 Dalrock, 2517 Dalrock, 972-475-2956
Helping Hands - 102 S. First St., Rockwall, 972-771-4357
Stillwater Community Church - 8401 Princeton Rd., 972-636-8190

Joint Disaster Management Center - Cities of Rowlett and Garland

Granger Recreation Center, 1310 W. Avenue F in Garland
(just east of Garland Road, south of Garland High School)
Opens to the public at 10:00 A.M., Wednesday, December 30

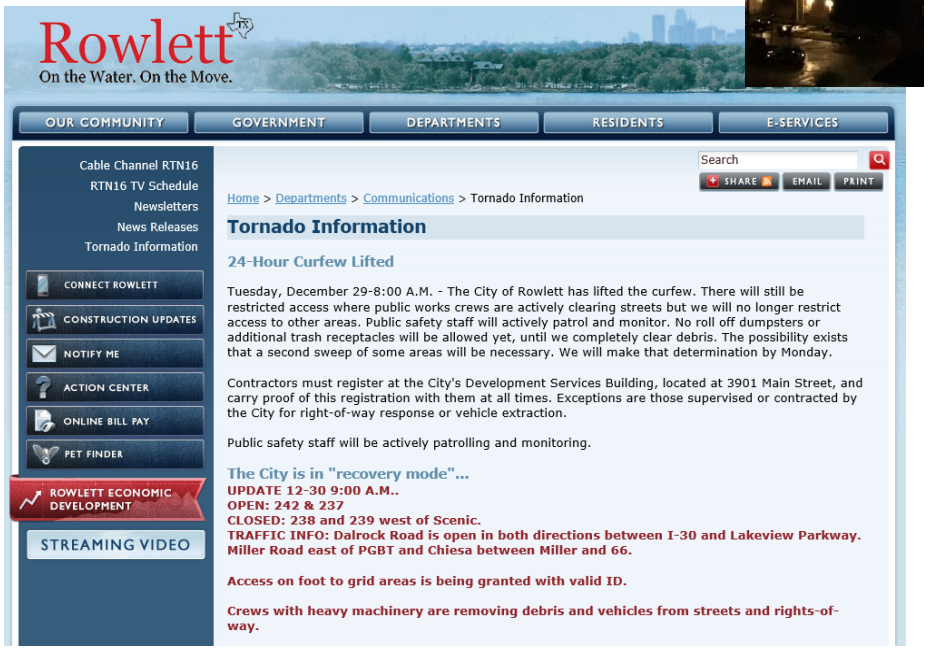
Offers volunteers, residents impacted by the tornado and the organizations offering resources a "one-stop-shop" to connect.

Volunteer Reception Center - disaster volunteers are registered and referred to local agencies to assist with relief efforts.

Resident Disaster Services Center - residents impacted by the tornado can get assistance and will have access to a multitude of resources and recovery agencies.

Donations Management - voluntary organizations with established donations structures in place may receive and deliver appropriate donated goods to disaster victims.

City of Rowlett - 972-412-6100
www.rowlett.com



Rowlett
On the Water. On the Move.

OUR COMMUNITY | GOVERNMENT | DEPARTMENTS | RESIDENTS | E-SERVICES

Cable Channel RTN16
RTN16 TV Schedule
Newsletters
News Releases
Tornado Information

CONNECT ROWLETT
CONSTRUCTION UPDATES
NOTIFY ME
ACTION CENTER
ONLINE BILL PAY
PET FINDER
ROWLETT ECONOMIC DEVELOPMENT
STREAMING VIDEO

Search
SHARE EMAIL PRINT

Home > Departments > Communications > Tornado Information

Tornado Information

24-Hour Curfew Lifted

Tuesday, December 29-8:00 A.M. - The City of Rowlett has lifted the curfew. There will still be restricted access where public works crews are actively clearing streets but we will no longer restrict access to other areas. Public safety staff will actively patrol and monitor. No roll off dumpsters or additional trash receptacles will be allowed yet, until we completely clear debris. The possibility exists that a second sweep of some areas will be necessary. We will make that determination by Monday.

Contractors must register at the City's Development Services Building, located at 3901 Main Street, and carry proof of this registration with them at all times. Exceptions are those supervised or contracted by the City for right-of-way response or vehicle extraction.

Public safety staff will be actively patrolling and monitoring.

The City is in "recovery mode"...
UPDATE 12-30 9:00 A.M..
OPEN: 242 & 237
CLOSED: 238 and 239 west of Scenic.
TRAFFIC INFO: Dalrock Road is open in both directions between I-30 and Lakeview Parkway. Miller Road east of PGBT and Chiesa between Miller and 66.

Access on foot to grid areas is being granted with valid ID.

Crews with heavy machinery are removing debris and vehicles from streets and rights-of-way.

Phone # of the Joint Disaster Management Center
972-205-2771

Operational Strategies

Key Strategy – Recovery

- Mission – Recovery
- EOC has stood down in lieu of period briefings.
- Focus now is on removing debris from streets and rights-of-way.
- Removed damaged cars to provide access (Herfurth Park) – no charge to citizens

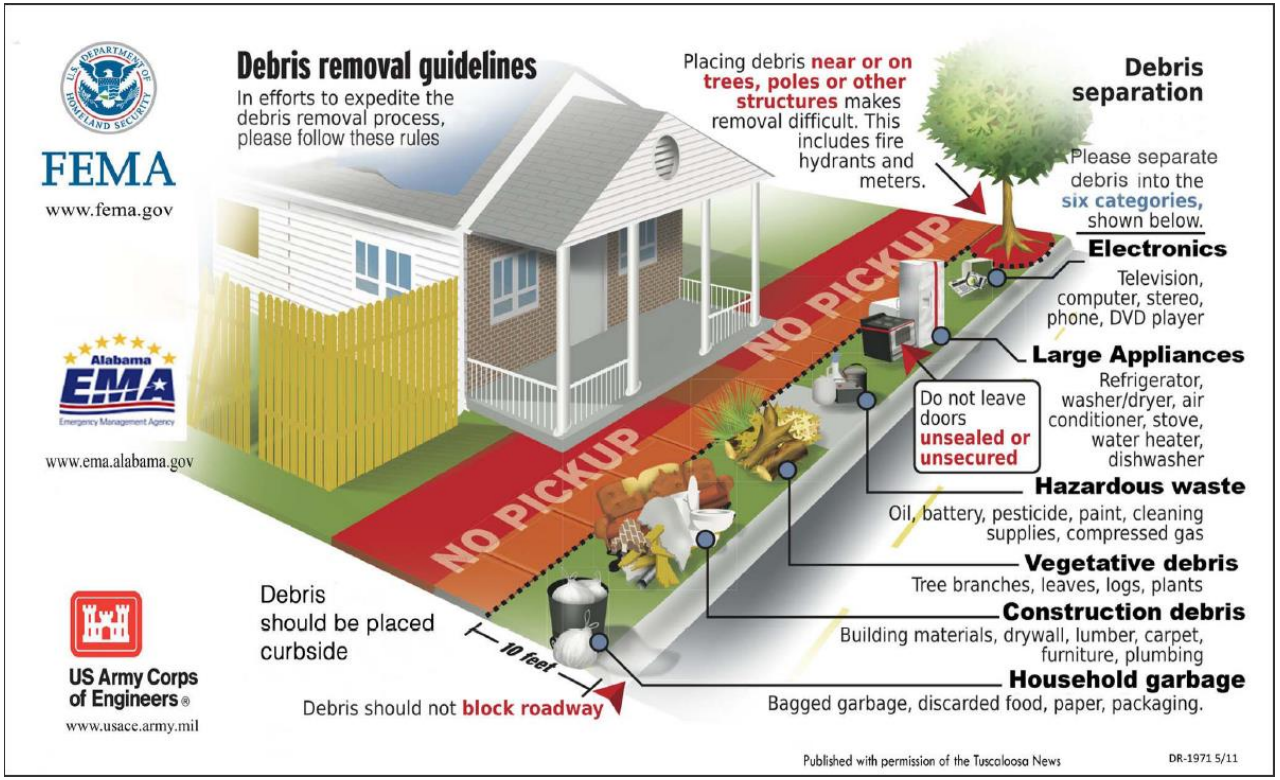
Key Strategy – Community Outreach

- Mission - Connecting affected residents to resources.
- Supply information to residents regarding community agencies.
- Joint resource management center at Granger Recreation Center.
- DART is no longer running the express route.

Debris Removal Guidelines

ATTACHMENT 1

Please follow the guidelines below. The image to the right from FEMA is shown merely to explain terminology.



Do's

DO place debris behind the curb.
DO keep disaster-related debris separate from household garbage.
DO, where practical, place clean vegetative debris and recyclable items in separate piles.
DO recommend that volunteer workers also follow these guidelines.

Do Not's

DO NOT deposit hazardous waste (i.e. paint, petroleum products, oil, electronic materials, etc.).
DO NOT direct paid contractors to place debris in the public right-of-way.
DO NOT place debris in driveways or alleys.
DO NOT place debris that is covered by insurance in the public right-of-way.
DO NOT comingle household garbage with disaster-related debris.
DO NOT place debris near obstacles such as gas meters, water meters, fire hydrants or mail boxes.

Debris Removal Guidelines

ATTACHMENT 1

C.M. Hinton Jr. Regional Landfill

Garland's C. M. Hinton, Jr. Regional Landfill was opened in April, 2002 and is designed for an approximate 50-year lifespan. We are located at 3175 Elm Grove Rd, Rowlett, TX 75089 and our hours of operation are Monday to Friday 8 a.m. to 4:30 p.m. for the general public and 8 a.m. to 5 p.m. for commercial customers. Saturday hours for all customers are 8 a.m to 3 p.m. and Sunday closed.

The Landfill accepts municipal solid waste, construction and demolition waste from residents, private waste haulers and commercial businesses, taking in approximately 1,100 tons of garbage every day.

Click here for list of prohibited materials.

Customers using the Landfill must have loads enclosed or tarped. Find out more about tarping rules.

Rowlett residents can get landfill passes from the Rowlett Community Centre (5300 Main Street), First Christian Church (corner of Miller & Chiesa) or the Granger Recreation Center (1310 W. Avenue F in Garland). The normal proof of a utility bill has been waived at this time, residents just need to present ID of some form. We realize that some residents have lost many forms of identification.

Prohibited Items at the C. M. Hinton, Jr. Regional Landfill

The landfill cannot accept:

- Liquids
- Motor-driven vehicles
- Fuel tanks, used oil filters or other devices that use to contain petroleum-based compounds such as gasoline, fuel oil, hydraulic fluid, lubricants, or other chemicals
- Debris from non-hazardous chemical spills
- Friable asbestos
- Sandblast grit and non-liquid paint wastes
- Infectious or hospital waste
- High-pH and low-pH materials
- Spent filter media residue
- Hazardous waste
- Lead acid batteries
- Pesticides or other home use chemicals
- Items containing chlorofluorocarbons (CFCs)
- Tires
- Commercial loads of electronics, including televisions, office machines and computer equipment
- Large appliances such as ovens, dishwashers, refrigerators, air conditioners, etc.

Need to dispose of hazardous waste?
Visit the Dallas County Home Chemical Collection Center at 11234 Plano Road in Dallas or call 214-553-1765 for information.

Debris Removal Guidelines

ATTACHMENT 1

You can bring:

- Chemical products for home use
- Paint and home repair products
- Lawn & garden chemicals
- Aerosol sprays
- Pool chemicals
- Craft & hobby supplies
- Cleaners & polishes
- Batteries of all kinds
- Automotive fluids & oil filters
- Fluorescent light tubes
- Computers, cell phones, small electronics

Rowlett residents can take household hazardous waste materials to

11234 Plano Road
Dallas, TX 75243-8506
214-553-1765

Don't bring:

- Business or commercial waste
- Containers larger than 5 gallons
- Tires
- Explosives or ammunition
- Shock sensitive materials
- Smoke detectors or other
- Radioactive materials
- Medical waste
- Common trash or recyclables
- Construction debris
- TV's and large appliances

For information about other Electronics Waste Disposal, please visit the Texas Commission on Environmental Quality at www.TCEQ.com.

Household Hazardous Waste Program

Planning and Development

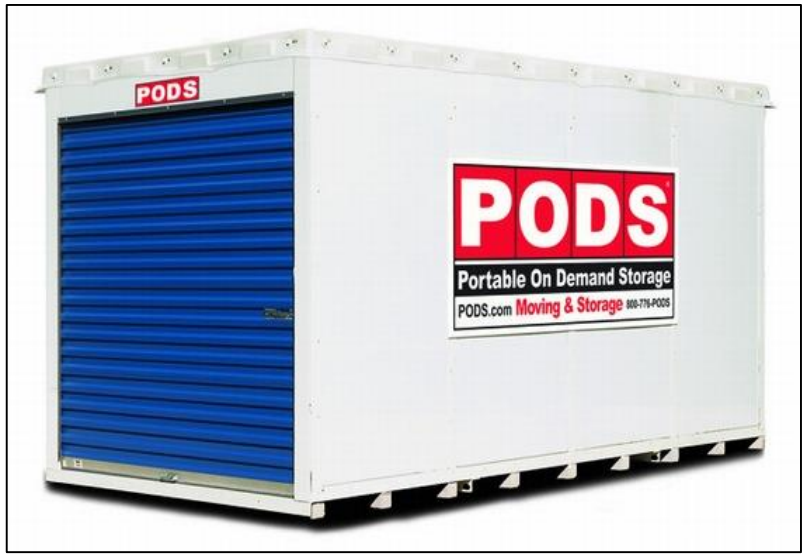
Dispose of household chemical products the responsible way:
Bring them to the
Dallas County Home Chemical Collection Center

A Free Service for Residents of the Following Cities and Areas:	
Addison	Dallas
DeSoto	Duncanville
Farmers Branch	Garland
Highland Park	Irving
Mesquite	Richardson
Rowlett	Sachse
Seagoville	Sunnyvale
University Park	Unincorporated areas of Dallas County

Rolloffs and Temporary Storage

ATTACHMENT 1

If citizens contract for ROLL OFFS, DUMPSTERS, PODS, or other storage devices, please place them on the sidewalk, driveway or in the yard but do not block fire hydrants, water or gas meters. Do not place in alleys or streets.



Polycarts and Trash

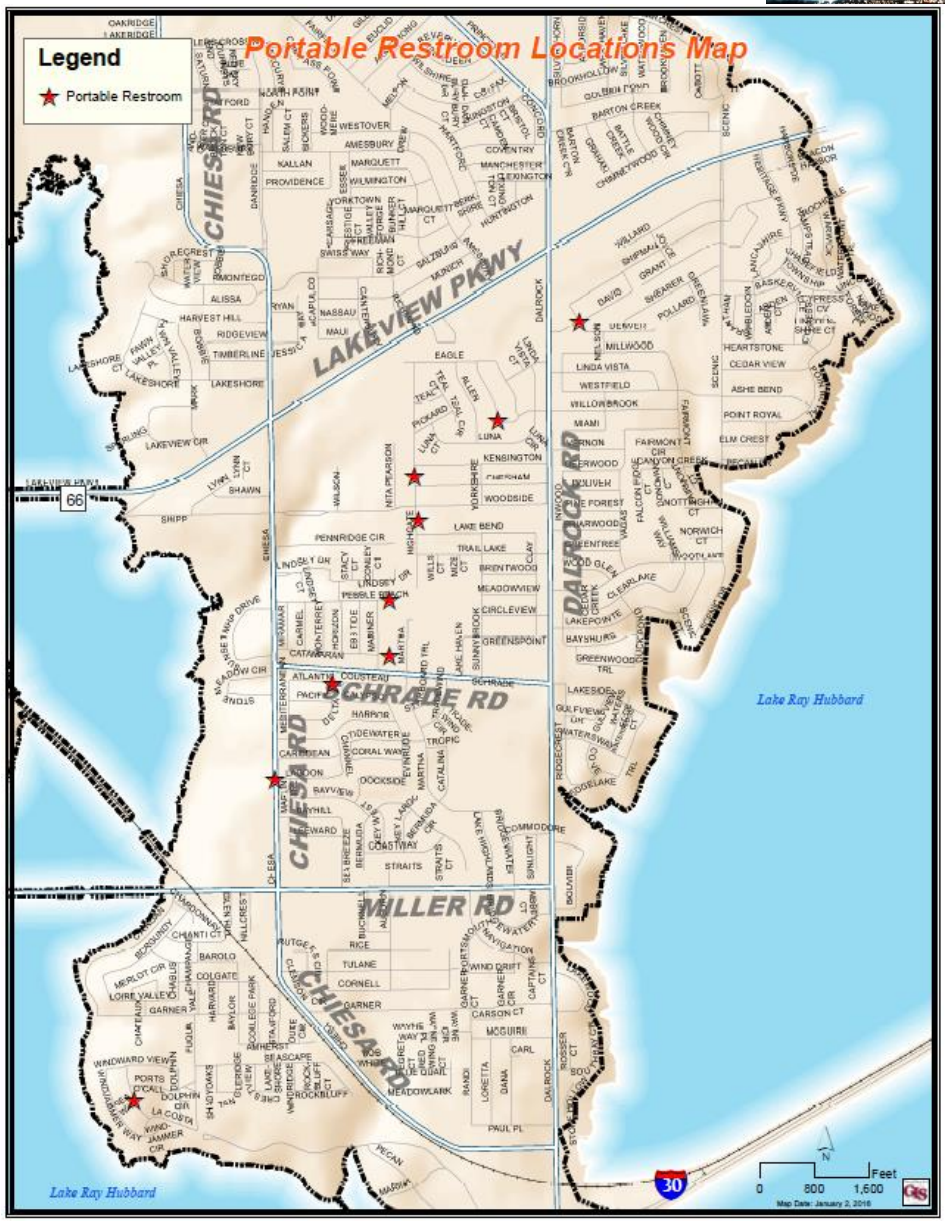
Waste Management has resumed household waste collection services in the affected area for those still in their homes. They will only pick up normal household waste. They will not pick up concrete, bricks, roofing materials, or other construction materials. This is the responsibility of the homeowner and/or their insurance company.

ATTACHMENT 1

If your polycarts were damaged or lost, please contact Waste Mgt directly at 1-800-772-8653 for replacement. Recycling has been temporarily suspended; therefore, you can use either the green or yellow bin for household trash or recyable.

Public Facilities

ATTACHMENT 1



Portable Restrooms have been placed in strategic locations stationed throughout the affected area to service both residents and volunteers and others during the clean-up process.

Get the Word Out!

ATTACHMENT 1

Insurance Coverage Information

During the discussion with the reps from FEMA and the state of Texas yesterday, it was strongly advised that we get an approximation on the breakdown of insured. To that end staff has developed a short form for residents to fill out, either on line at www.rowlett.com/InsuranceInfo or in person with a paper copy of the form (attached). Website and social media message: "The City of Rowlett is currently compiling information to assist in a possible FEMA disaster declaration. If you are a homeowner or tenant of an affected property, please take a quick moment to fill out the form at www.rowlett.com/InsuranceInfo. This information will only be used by the City's Emergency Disaster Response Team and will not be shared with any outside organizations. We realize that this is an extremely difficult time for our community and appreciate your participation."

City of Rowlett, Texas Government
Published by Cityof Rowlett [?] · 14 hrs ·

PLEASE reach out to your displaced neighbors, friends and families: if YOU or anyone you know needs volunteer assistance with debris cleanup, the following organizations are mobilized and here in Rowlett to help:
Texas Baptist Men: 214-908-6239
Samaritan's Purse International Relief: 469-996-1429
Christian Aid Ministries: 817-933-2948
They are here only as long as our community calls upon them for help so please don't delay if you or someone you know needs them!

1,977 people reached Boost Post

Medical Service

ATTACHMENT 1

Lake Pointe Medical Center provided minor emergency medical care, tetanus shots and medical assessment while at the Rowlett Community Centre and First Christian Church. In all, they treated over 250 patients in these temporary “hot spots” to assist affected residents displaced by the storm. Thank you Lake Pointe.

Martha Lane Water Tower

ATTACHMENT 1

Since the storm on December 26th and the initial damage assessment, staff has detected new stresses. As a result, additional engineering assessments are being done Monday and Tuesday of this week to determine if the structural integrity of the tower has been compromised.

If the answer is yes, focus will shift to tearing it down. If no, analysis will continue as to repair -vs- rebuild.

FEMA

ATTACHMENT 1

FEMA RECOVERY

FACT SHEET RP9580.201

Debris Contracting Guidance

Overview

Debris removal and monitoring contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) §13.36, **Procurement** in order to be eligible for reimbursement under the Public Assistance Program. This fact sheet assists Public Assistance applicants with meeting procurement requirements established in 44 CFR Part 13, as well as other Public Assistance Program eligibility requirements, when procuring debris removal and monitoring contracts. Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

Contract Procurement

To be eligible for Federal funding, applicants must comply with federal procurement standards as outlined in 44 CFR, §13.36, **Procurement**. Essential elements of the procurement process for debris removal and monitoring contracts include: competition; a clear and definitive scope of work; qualified bidders (documented by licenses, financial records, proof of insurance, and bonding, as applicable); a cost analysis to demonstrate cost reasonableness; compliance with all relevant local, State, and Federal requirements, laws and policies; and, clear documentation of the process/rationale followed in making procurement decisions. Federal regulations require applicants for Public Assistance grants to take the necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible. This includes contracts with local organizations, firms, and individuals that support response and recovery activities in a declared major disaster or emergency area. Applicants' legal representatives should review their procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements. Procurement policies must include procedures to handle protests and disputes related to contracts awarded. ***FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.***

Prepared By: Public Assistance Division Page 1 of 5

Rowlett has had several meetings with representatives from FEMA who have been assessing and evaluating conditions on the ground, have advised City staff on additional information needed which staff is gathering and reporting.

There is a process that FEMA must go through by law therefore the federal government will make a disaster declaration.

Both the City of Rowlett and the State of Texas have issued disaster declarations. At this point, FEMA needs to complete their assessment and make a determination.

Other Tidbits

ATTACHMENT 1

Red Cross Temporary Shelter Information

The Red Cross temporary shelter operating at Steadham Elementary has closed. Any residents who need access to temporary shelter will be accommodated at the Red Cross temporary shelter operating at Fields Recreation Center, located at 1701 Dairy Rd, in Garland.

Mail Service for Affected Areas

US Postal Service indicates that, if the area is not restricted, the mail carriers are walking the streets and delivering mail to the homes that have mailboxes. When the roads are clear, they deliver via the mail truck to each home that has a mailbox. For the homes that have been destroyed and those deemed uninhabitable, residents will need to present ID and pick up their mail at the Rowlett Post Office.

GISD

GarlandISD is reaching out to students and families via their website and a phone bank. Meals, transportation and school uniforms are among the many things residents may need as they return to work and school Jan. 4 and 5. Please help GISD locate impacted families in order to answer their questions and offer assistance, including transportation for the nearly 1,000 children affected by this tornado. Visit www.garlandisd.net/gisdrecovers/ for more information.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/22/2016 **AGENDA ITEM:** 3A

TITLE

Consider a resolution authorizing the City Manager to negotiate and execute a contract for annual comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $200,000 annually.

STAFF REPRESENTATIVE

Kim Galvin, Director of Financial Services
Ed Balderas, Emergency Management Specialist

SUMMARY

This item will provide the annual contract for disaster recovery management services. The contract will be for one year with an option for four one-year renewals. Specific task orders will be issued as needed for each disaster declaration. In relation to the December 26, 2015, Tornado Event, a specific incident task order will be presented to Council for consideration on this agenda.

BACKGROUND INFORMATION

This item will provide for the annual contract for disaster recovery management services. A request for proposals (RFP) was advertised on February 11 and 18, 2016. Proposals were due on February 26, 2016. Staff subsequently reviewed proposals and conducted interviews on March 10, 2016.

DISCUSSION

The City is susceptible to a large number of natural and man-made disasters that have the potential to cause substantial financial and administrative burdens on the City. Recently, the December 2013 “Icemageddon” winter storm, October 2, 2014 straight-line wind storm, October 2014 Ebola, February-March 2015 winter storms, and May-June 2015 flood events have demonstrated the City’s capability and capacity of managing small-scale disasters. However, when large scale disaster strikes and federal funding comes in to play, it is important to employ resources that have the technical expertise and capacity that will provide the City with the opportunity to receive maximum benefit from all grant opportunities.

Several federal disaster recovery assistance programs are made available to local and state agencies following a major disaster declaration by the President of the United States under the Stafford Act. Depending on the scope of the precipitating event, these complex recovery assistance programs may turn into multi-million dollar endeavors that require substantial commitments of financial resources and staff capacity. When a federal disaster declaration occurs, the use of comprehensive disaster recovery management services will provide the City

with the best opportunity to ensure it receives the maximum amount of grant funding available and retains all grant award through the federal audit.

FEMA's Public Assistance (PA) program provides emergency and permanent work reimbursement to affected jurisdictions. This is accomplished through the development of Project Worksheets (PW), extensive documentation, and complex grant management. FEMA's post-disaster Hazard Mitigation Assistance (HMA) programs, the Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) program provides grants to jurisdictions to mitigate against the effects of future, similar disasters. These programs often require highly-technical engineering, urban planning and grant management. The Department of Housing and Urban Development's (HUD) Community Development Grant Program for Disaster Recovery (CDBG-DR) can also provide assistance to an affected jurisdiction and its residents with reconstruction, repair, and rehabilitation assistance through the development of Community Action Plans. These plans require a significant commitment of staff time for planning as well as federal grant management expertise.

Because of the intensive administrative requirements federally declared disaster recovery and mitigation programs may place on City staff, comprehensive disaster recovery management services are recommended. While additional staff, whether permanent or temporary, is an option, the large pool of specialized expertise that a qualified consulting firm brings is much more beneficial. Additionally, a qualified consulting firm brings years of experience with federal audits and provides the City the best possibility of successful audit completion.

A consultant firm will work with the City staff and perform only tasks that are specifically requested. The consulting firm may provide training to City staff regarding disaster response, assist the City during preliminary damage assessments, and develop or review Project Worksheets and grant applications. The consultant may appeal rejected grants, assist the City through federal audits, and provide general advisory services to the City on federal disaster recovery assistance programs.

The proposals were received on February 26, 2016, and staff interviews were conducted on March 10, 2016. Proposals were evaluated using the following criteria:

Qualifications of the Firm	25 points
Qualifications of the Staff	25 points
Relevant Past Performance	20 points
Technical Approach	20 points
Cost Proposal	10 points
Total	100 points

Because time is of the essence, staff presented the opportunity to award this contract at the earliest possible meeting, following all local and state purchasing guidelines. Contracts will be developed by the City Attorney in conjunction with FEMA legal consultants.

FINANCIAL/BUDGET IMPLICATIONS

Funding for this contract will be specific to each declared disaster. The management consultant will be required to track hours based on PW's and program work. Time dedicated to PW's will be eligible for the same cost share the project receives as Direct Administrative Costs (DAC). That time devoted to other programs will have specific cost share allocation as described below.

FEMA provides DAC related to managing PA projects worksheets. Funding for projects are allocated at the cost-share provisions applied to the disaster declaration. Typically, this cost-share is 75% federal grants and 25% local match.

Most administrative costs for FEMA's HMA programs are not reimbursable. However, a consultant with experience in the development of HMA grant applications will cost-effectively draft applications, especially when proposed projects have highly-technical engineering components.

Program administrative costs for CDBG-DR grants are capped at 20%. This cap includes third party contracts and agreements. Administrative costs typically fall within the 20% cap and are considered fully reimbursable.

All FEMA grantees are subject to audit through the Office of the Inspector General (OIG). As a result of an OIG audit, grants may be rescinded. This would result in a loss of funding and a mandate for the City to repay grant proceeds. Due to the subject matter expertise that the use of a disaster recovery consultant firm brings, the City should be able to maximize the amount of federal disaster recovery assistance funding it receives and retains through the federal audit.

RECOMMENDED ACTION

Staff recommends approval of the resolution authorizing the City Manager to negotiate and execute a contract for annual comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $200,000 annually.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED $200,000 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide for the comprehensive disaster recovery management services in the event of a declared disaster; and

WHEREAS, the City of Rowlett Purchasing Division opened competitive sealed proposals on February 26, 2016 for annual Comprehensive Disaster Recovery Management Services; and

WHEREAS, this contract will be for a period of 12 months and may be renewed for four additional 12 month periods.

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

Section 1: That the City Council of the City of Rowlett does hereby authorize the City Manager to negotiate and execute an annual contract for Comprehensive Disaster Recovery Management Services in the event of a declared local disaster in an annual amount not to exceed $200,000.00.

Section 2: This resolution shall become effective immediately upon its passage.

ATTACHMENTS

Exhibit 1 – Request for Proposal
Exhibit 2 – CDR Maguire RFP
Attachment 1 – Draft Contract

CITY OF ROWLETT, TEXAS

REQUEST FOR PROPOSAL
FOR
ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

RFP # 2016-15

Submittals must be received by 10:00 A.M., C.S.T, February 26, 2016

LEGAL ADVERTISEMENT

THE CITY OF ROWLETT, TEXAS
PUBLIC NOTICE
REQUEST FOR PROPOSAL

Sealed proposals will be received at the Purchasing Office, 4004 Main St., Rowlett, TX 75088 or mailed to PO Box 99, Rowlett, TX 73030-0099, until **10:00 AM CST, February 26, 2016** for **RFP 2016-15 Annual Agreement for Comprehensive Disaster Recovery Management Services**. Bid documents may be obtained on the web at http://www.rowlett.com/Bids.aspx. For additional information you may contact the Purchasing Office at purchasing@rowlett.com.

Dallas Morning News: **February 11, February 18, 2016**
RFP 2016-15

CITY OF ROWLETT
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
RFP NUMBER : 2016-15
RFP TITLE: ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES
DATE DUE: February 26, 2016 DUE NO LATER THAN 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the City of Rowlett Annex Building located at 4004 Main Street, Rowlett, Texas 75088. (as per Purchasing Dept. clock) on deadline due date. RFPs received later than the date and time above will not be considered.
Please return RFP **ORIGINAL AND FIVE (5) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".
RETURN RFP TO:
Purchasing Agent, **City of Rowlett, 4004 Main Street, Rowlett Texas 75088.**
For additional information or to request addendum contact: purchasing@rowlett.com.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.
Company Name:

_____

Company Address:

_____

City, State, Zip Code:

_____

Telephone No._____

E-mail_____

Printed Name:_____Signature:_____

Is Proposer's principal place of Business within City of Rowlett? Yes - No
(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by City Council (when applicable) and Purchase Order is issued.

1.00 INTENT

The intent of this Request for Proposals (RFP) is for the City of Rowlett to develop an Annual Agreement for acquisition of comprehensive disaster recovery management services, on an as needed basis, including, but not limited to:

1.01 FEMA Public Assistance Advisory Services;

1.02 FEMA 404 and 406 Hazard Mitigation Expertise;

1.03 Financial and Grant Management Support;

1.04 Data Management; and

1.05 HUD CDBG-DR Support.

2.00 TERMS AND CONDITIONS

2.01 **CONTRACT TERM**: The term of the agreement will be for an initial one-year agreement with the option to renewal for up to four additional one-year periods.

2.02 **POTENTIAL VALUE:** This contract will be used on an as needed basis when/if the severity of a disaster warrants the need for services. As such, a firm annual contract value cannot be determined. Therefore, the City has established that the maximum potential value that may be earned during any one-year term of this contract is $300,000.00. Compensation will be based on the actual number of hours worked by each category of staff at the contracted price.

2.03 **TAX EXEMPTION**: The City qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Firm performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate in lieu of the tax. Any such exemption certificate issued by the Firm in lieu of the tax shall be subject to the provisions of the State Comptroller and any other applicable state regulation or laws. However, pursuant to the provisions of Article 20.04 [F] of the Texas Limited Sales, Excise and Use Tax; all equipment and materials not consumed by or incorporated into the project are subject to State Sales Tax under House Bill 11, enacted on August 15, 1991.

2.04 **PAYMENT**: In accordance with Texas Prompt Payment Act, the services furnished in accordance with this specification will be paid for at the unit price contracted for within 30 days of receipt of services or invoice, whichever is later.

2.05 **PRICE REDETERMINATION**: Price re-determination shall only be considered by the City 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Rowlett reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

2.06 TERMINATION: Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

2.07 INTERLOCAL AGREEMENT: Proposer shall state on the Cooperative Inter-local Purchasing form whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of services being provided at ordering agencies location as opposed to within the city limits of Rowlett.

3.00 PROPOSAL CHANGES, WITHDRAWAL, AND PROTEST PROCEDURES

3.01 CHANGES TO PROPOSAL: Prior to deadline for submission of proposal, a firm may withdraw a submitted proposal and provide a replacement so long as the replacement proposal is received prior to the deadline for submission. After the deadline for submission, a firm may not make any changes to their proposal.

3.02 WITHDRAWAL OF PROPOSAL: A firm may withdraw their proposal any time prior to the deadline for submission of responses. After the deadline for submission of responses, a firm must hold their response as valid for negotiation/award for a period of not less than 90 calendar days.

3.03 PROTEST PROCEDURES: All protests regarding the solicitation process must be submitted, in writing, to the Purchasing Agent no later than five (5) working days prior to the deadline for submission of responses. This includes all protests relating to Legal Advertisement, deadlines, response acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of the contract. Protests relating to staff recommendations may be directed to the City Council and must be done so before award of Contract. All staff recommendations will be made available for public review prior to consideration by the City Council. Should a firm wish to protest the recommendation of award, this may be done by contacting the City Secretary to be acknowledged and heard by the City Council at the first available Council meeting.

4.00 INSURANCE REQUIREMENTS

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury arising out of or in connection with performance under the contract. (See “Exhibit A” for City’s Standard Insurance Requirements).

5.00 EVALUATION

5.01 RANKING: An evaluation committee of City staff will evaluate each proposal and rank respondents proposal using the following weighted criteria:

The following weighted criteria will be utilized to rank the firms submitting proposals for subsequent negotiations to select a finalist to enter into a contract with:

Qualifications of the Firm	25
Qualifications of Staff	25
Relevant Past Performance	20
Technical Approach	20
Cost Proposal	10
TOTAL	**100**

5.02 SHORT LIST AND PRESENTATIONS: The City may then select a "Short List" of up to three (3) firms to invite to participate in a final submittal and oral presentation to the Committee.

5.03 NEGOTIATIONS: The City will select the most highly qualified provider of the proposed services on the basis of demonstrated competence and qualifications; and then attempt to negotiate, with that provider, a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider, the City shall formally end negotiations with that provider; and select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. The City shall continue this process until a contract is entered into; or Proposals are rejected and resolicited.

6.00 TIMELINE

The following timeline is tentative and subject to change:

Deadline for submittal of written inquiries: Friday, February 19, 2016
Proposal submittal deadline: Friday, February 26, 2016
Interviews: 2/29 – 3/2
Council Action for award approval: Wednesday, March 9, 2016

7.00 SCOPE OF SERVICES

The selected contractor will assist the City of Rowlett in strategically managing the City's claim development and administration under Federal and State Disaster Programs related to a Tornado Event that occurred December 26, 2015, especially under DR-4255, and other disasters that may occur during the term of this contract and subsequent renewal terms. Such Federal Programs may include, but not be limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of disaster recovery services that may be required, include:

7.01 FEMA Public Assistance Advisory Services

7.01.01 Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-

out projects.

7.01.02 Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client

Ensure Emergency Management is copied on all correspondence (rowlettoem@rowlett.com) and provided access to all data base information, file systems, documents, analysis and all other communication and documentation associated with or related to the event.,

7.01.03 Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.

7.01.04 Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.

7.01.05 Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.

7.01.06 Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.

7.01.07 Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.

7.01.08 Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.

7.01.09 Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDDs") and a project's Scope of Work ("SOW").

7.01.10 Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.

7.01.11 Evaluate alternate and/or improved projects.

7.01.12 Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.

7.01.13 Reconcile eligible costs and prepare Project Worksheet versions, as necessary.

7.01.14 Prepare first and second appeals, as requested.

7.01.15 Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.

7.01.16 Perform PW closeouts.

7.01.17 Prepare appeals and arbitration, as required.

7.01.18 Respond to audit findings, as required.

7.02 FEMA 404 and 406 Hazard Mitigation Expertise

7.02.01 Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.

7.02.02 Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

7.03 Financial and Grant Management Support

7.03.01 Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.

7.03.02 Provide general grant management advice.

7.03.03 Perform internal controls assessment.

7.03.04 Conduct pre-audit activities and prepare documentation for audit.

7.03.05 Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.

7.03.06 Prepare reports for the State and FEMA, as needed.

7.03.07 Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.

7.03.08 Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.

7.03.09 Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

7.04 Information Technology, Data Management and Reporting Support

Design and develop IT solutions that support the management and implementation of the disaster recovery programs.

7.04.01 Manage data for disaster recovery programs.

7.04.02 Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

7.04.03 Provide expertise to analyze data and information for process improvement and optimization.

7.05 HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services

7.05.01 Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.

7.05.02 Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.

7.05.03 Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery.

7.05.04 Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.

7.05.05 Help develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.

7.05.06 Develop policies and procedures for implementing CDBG-DR funded programs and activities including contractor, subcontractor, and sub recipient oversight and monitoring.

7.05.07 Maintain project files with supporting documentation for all CDBG-DR funded activities.

8.00 TIME AND COST REPORTING

The contractor will be required to track all of their hours and costs to facilitate reimbursement by FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved, and must be submitted to the Rowlett Office of Emergency Management (rowlettoem@rowlett.com) on a daily basis.

9.00 PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

One original and five (5) copies of response must be submitted. Additionally, it is preferred that an additional electronic version of response is submitted on a CD, DVD, or USB type storage media. Responses shall be delivered in a sealed package with the outside of package labeled with the Firm Name, RFP 2016-15 – Disaster Recovery Management Services, and due date and time.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements, the City alone will determine whether the proposal, with changes or additions, can be made acceptable, and therefore be a candidate for further consideration.

Proposers must respond in the format delineated below. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive. *Firm name and Solicitation number 2016-15 must be included in the footer of each*

page included in submittal. Any material or information that is to be considered as proprietary and/or confidential must be clearly marked as such and will be treated as confidential by the City to the extent permitted under the Texas Open Records Act. A general statement of entire submittal being Proprietary and Confidential is not acceptable; each area containing information must be marked.

9.01 INTRODUCTION SECTION

Introduction shall include the following documents:

9.01.01 Proposal Checklist *(see "Attachment A")*;
9.01.02 Introductory letter; and
9.01.03 Submittal Affirmation *(see "Attachment B")*

9.02 QUALIFICATIONS OF THE FIRM

Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulations (44 CFR) and FEMA policies (9500 Policy Series).

Firm qualifications must include, at a minimum, the following:

9.02.01 Ten (10) years of experience working with the Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet development, Project Worksheet audit, documentation review, eligible cost reconciliation, audit checklists, appeal/appeal responses, and closeout.

9.02.02 Experience with all categories of work in man-made and natural disasters, with expertise in force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.

9.02.03 Experience developing, reconciling, or reviewing large federal grants, including Project Worksheets or federal loans in excess of $10 million.

9.02.04 Demonstrated experience developing and implementing innovative solutions to difficult PA and CDBG-DR problems, and innovative uses of these grant streams.

9.02.05 Direct experience with implementation and management of the 428 Public Assistance Alternative Procedures.

9.02.06 Prior experience performing A-123 Internal Controls Review and Improper Payment Act reviews of U.S. Department of Homeland Security (DHS) programs.

9.02.07 Experience managing the financial functions of a large-scale disaster reconstruction program.

9.02.08 Experience implementing a comprehensive financial and grant management system for the FEMA Public Assistance program that has remained in place after the consultant's contract has ended

9.02.09 Experience developing Letters of Interest (LOIs) for the FEMA 404 and 406 Hazard Mitigation Program.

9.02.10 Experience working with HUD CDBG-DR grant programs at the Federal, State or large local government level, including program design and monitoring.

9.02.11 Prior experience performing internal controls reviews and improper payment reviews.

9.02.12 Experience administering the FEMA Community Disaster Loan program

9.02.13 Experience with interpreting and administering new Sandy Recovery Improvement Act rules and programs.

9.02.14 Experience with programmatic disaster closeouts.

9.02.15 Knowledge and understanding of HUD's Disaster Recovery Grant Reporting (DRGR) data management system including Action Plan set-up and Quarterly Reporting.

9.02.16 Knowledge of HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.

9.02.17 Knowledge of HUD's requirements for infrastructure and public facilities including FEMA PA match programs; economic development activities; and HUD requirements for calculating duplication of benefits in compliance with the Stafford Act.

9.02.18 Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.

9.02.19 A multi-disciplinary, college educated, and proven management team that has produced notable client results together.

9.02.20 Demonstrated, nationally recognized programmatic expertise at the programmatic level.

9.03 QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications for the firm. Key project staff should include but are not limited to: project executive (15+ years of experience plus minimum college degree), project manager (10+ years of experience, plus college degree), project accountant (5+ years of experience plus relevant college degree), and senior closeout specialist (5+ years of experience plus college degree). Proposer may include other labor categories, such as subject matter expert (15+ years of experience), closeout specialist (3+ years of experience plus college degree), and include a description describing the minimal level of qualifications.

A combination of education and experience *may* be considered in lieu of a college degree with weight earned being calculated on the equivalence of the combination of education and experience to that of an actual degree.

9.04 PAST PERFORMANCE REFERENCES

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services. Provide a description of the project, the reference contact name, title, e-mail address, telephone numbers, date of the contract/period of performance, and any prior assessments they've completed of your work.

In addition, provide any additional evidence of consistently successful experience on past projects.

9.05 TECHNICAL APPROACH

Provide a description of your firm's approach to a project, to include start-up procedures, process to prepare Project Worksheets and accompanying documentation, project management and quality control procedures.

9.06 COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS

Each Proposer must be in compliance with all Local, State, and Federal Requirements and be prepared to implement programs that comply with these requirements. Federal Requirements are outlined in 2 CFR 200.317-326 and 2 CFT Appendix II to part 200. These requirements must be included in all contractor and subcontractor agreements where federal funding may potentially be used.

Firm shall provide a narrative summarizing how they are/or will be in compliance with all requirements and how they will be prepared to implement programs that comply with the requirements.

9.07 COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor other direct costs will be billed to the City at cost without mark-up. *(see "ATTACHMENT C")*

9.08 CITY SPECIFIC FORMS

Each proposer must complete and return the following forms:

8.08.01 Conflict of Interest Questionnaire *(see "ATTACHMENT D")*
8.08.02 Minority/HUB Questionnaire *(see "ATTACHMENT E")*
8.08.03 Cooperative Inter-local Purchasing form *(see "ATTACHMENT F")*

TERMS AND CONDITIONS

ADDENDA: Bidders are responsible for a thorough review of the contract documents, plans and specifications. Bidders shall assume all risk of any ambiguities. Thus, it is imperative that bidders be familiar with the contract documents as well as the job site.

No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to purchasing@rowlett.com and to be given consideration, must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

PREPARATION OF BID: Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

ADVERTISING: Seller shall not advertise or publish, without the City of Rowlett's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: The City of Rowlett may hold all bid submission for a period of sixty (60) days. The City of Rowlett reserves the right to delete any item it considers too expensive. RFP/RFQ prices are to be F.O.B. City of Rowlett. All discounts will be considered in determining the lowest, responsible Proposer. The City of Rowlett reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and to reject any or all RFP/RFQ's.

POWER OF ATTORNEY: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

BONDS: Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City.

Maintenance Bonds to cover defective workmanship of materials are required for all projects in the amounts and time periods to be included in the contract documents.

CANCELLATION AND TERMINATION: The City of Rowlett shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including

warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which The City of Rowlett may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the City of Rowlett in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of the City of Rowlett set forth. The City of Rowlett reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Rowlett may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City of Rowlett's satisfaction and/or to meet all other obligations and requirements. The City of Rowlett may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by City Council approval and agreement between the City of Rowlett and the offeror.

Any price escalations are limited to those stated by the original RFP/RFQ. All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify the City of Rowlett of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP.

This allows the City of Rowlett sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the City of Rowlett within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows:

1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;

2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin;

3) the contractor will furnish such relevant information and reports as requested by the City of Rowlett for the purpose of determining compliance with these regulations; and

4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

MINIMUM WAGE RATES: The contractor shall utilize the minimum hourly wage rates listed herein (or in the contract documents, identified under "Prevailing Wage Rates") for the various types of skills and disciplines employed in the construction of this facility.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to the City of Rowlett certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the City of Rowlett believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals will be evaluated in accordance with law and reviewed to assure they are in the best interest of the City of Rowlett. Evaluations shall be based on criteria, bearing on price, and performance of the items/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the City Council upon request.

Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals). The City of Rowlett Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The City of Rowlett Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

BID SECURITY: Each bid must be accompanied by a certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of $5,000.00. Such checks, or bid bonds will be returned to all except the three highest ranking bidders within thirty days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his bid. This liquidated damage amount is not a penalty but is, instead, a reasonable forecast of actual damages that the City may sustain were the bidder to default.

TIME OF COMPLETION, EARLY COMPLETION BONUS AND LIQUIDATED DAMAGES: Bidders must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the City and to fully complete the project within the specified time as stated in the proposal.
TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS PROJECT. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY FOR TIME OF COMPLETION. FAILURE TO MEET THE

CONTRACTUAL DEADLINE, OR A DELAY IN MEETING PROJECT SCHEDULES, MAY BE DEEMED A DEFAULT. THE CITY WILL AWARD AN EARLY COMPLETION BONUS IF THE PROJECT IS COMPLETED EARLY. THE EARLY COMPLETION BONUS WILL BE UP TO BUT NOT IN EXCESS OF THE AMOUNT STATED IN THE PROPOSAL.

NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials
(b) Insurance requirements
(c) Wage rates
(d) Stated allowances

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this Bid.

Protests are made - 1. To the Purchasing Department. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after award. 2. To the City Manager, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the City Manager shall be made within five (5) business days after the vendor has received notification from the City of Rowlett Purchasing Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The City of Rowlett failed to follow procedures established in the Bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the City of Rowlett Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the City of Rowlett's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the City Manager, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2.Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

City Manager Review Process - Protests to the City Manager may be made only after review by City of Rowlett Purchasing Department. Protests of the decisions of City of Rowlett Purchasing Department shall be made by letter to the City Manager, who may establish procedures to resolve the protest. Protests shall be received by the City Manager, within five business days after the decision of Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to the City of Rowlett. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the City of Rowlett, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of City of Rowlett must be attached and included with RFP/RFQ submitted. The City of Rowlett may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the City of Rowlett that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of City of Rowlett with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the City of Rowlett pursuant to this provision, the City of Rowlett shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the City of Rowlett and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Proposal.

MAINTENANCE: Maintenance required for equipment RFP/RFQ should be available in the City of Rowlett by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Rowlett opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the City of Rowlett with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of the City of Rowlett to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. The City of Rowlett shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract,. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: The City of Rowlett encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The City of Rowlett will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP/RFQ response, offeror either electronically scans, retypes, or in some way reproduces the City of Rowlett's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the City of Rowlett's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the City of Rowlett's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the City of Rowlett's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to the City of Rowlett until the City of Rowlett actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department.

Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP/RFQ package and/or on the Purchase Order as a "Deliver To:" address.

USAGE REPORTS: The City of Rowlett reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the City of Rowlett department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the City of Rowlett shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, the City of Rowlett may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the City of Rowlett shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the City of Rowlett shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the City of Rowlett may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, the City of Rowlett may correct at the offeror's expense. Offerer warrants that product sold and services provided to the City of Rowlett shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City of Rowlett. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to the City of Rowlett shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City of Rowlett may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City of Rowlett will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW
he bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full..

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City of Rowlett. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract City of Rowlett and the City of Rowlett City Council.

CONTRACT OBLIGATION: The City of Rowlett City Council must award the contract and the Council designee must sign the contract before it becomes binding on the City of Rowlett or the offerors. Department heads are NOT authorized to sign agreements for the City of Rowlett. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor and will be responsible for coordination with utilities on site.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to his bid.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and 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, except as hereinafter provided, 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, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold the City of Rowlett harmless rom all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this RFP/RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this RFP/RFQ. Certification of such coverage must be provided to the City of Rowlett upon request.

INFRINGEMENTS: There will be no warranty by the City of Rowlett against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The City of Rowlett makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the City of Rowlett City of Rowlett be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City of Rowlett to this effect in writing within two (2) weeks after the signing of this agreement. If the City of Rowlett does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold the City of Rowlett harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that the City of Rowlett will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the City of Rowlett from claims involving infringement of patents or copyrights.

WORK ORDER CHANGES: It is understood that the quantities of work to be done at unit prices is approximate only and are intended principally to serve as a guide in evaluating bids. Any change order will be approved by the City prior to work being started on said change.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The City reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

The City reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

The time for performance set forth in the contract documents contemplates normal bad weather days and typical construction delays. Extensions in the time for performance may be given or allowed for if and only if the extension is approved by the City and the approval is evidenced by a written and signed Change Order. In the absence of a written, signed Change Order.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. O.S.H.A: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Dallas County, Texas.

Annual Agreement for Comprehensive Disaster Recovery Management Services
RFP 2016-15 ~ Proposal Packet

PROPOSAL CHECKLIST

The following items at a minimum must be included in Companies Qualification Submittal.
Please initial each Item as you verify it is included in your qualification submittal

{_____} 1.a Proposal Checklist *(Pages 23 "ATTACHMENT A", this page)*

{_____} 1.b Introductory Letter *(by Firm)*

{_____} 1.c Submittal Affirmation *(Pages 24 and 25 "ATTACHMENT B")*

{_____} 2. Qualification of the Firm *(by Firm)*

{_____} 3. Qualification of Staff *(by Firm)*

{_____} 4. Past Performance References *(by Firm)*

{_____} 5. Technical Approach *(by Firm)*

{_____} 6. Compliance with Local, State, and Federal Requirements *(by Firm)*

{_____} 7. Cost Proposal *(Page 26"ATTACHMENT C")*

{_____} 8.a Conflict of Interest Questionnaire *(Pages 27 and 28"ATTACHMENT D")*

{_____} 8.b Minority/HUB Questionnaire *(Pages 29 and 30"ATTACHMENT E")*

{_____} 8.c Cooperative Inter-local Purchasing form *(Pages 31 "ATTACHMENT F")*

Note: If any of the documents listed above do not apply to your Firm, mark N/A across the sheet(s) and fill in Firm Submitting field at the bottom of the page and return.

Firm shall initial each of the following items verifying that he has read the requirements included for this project and that his company will comply if awarded a contract.
Please initial each Item as verified that you agree to each if awarded a contract

{_____} Secure and Maintain Insurance as specified for the duration of project

SUBMITTAL AFFIRMATION

SUBMIT TO: CITY OF ROWLETT PURCHASING DEPARTMENT 4004 MAIN STREET ROWLETT, TX 75088	AN EQUAL OPPORTUNITY EMPLOYER	**REQUEST FOR PROPOSALS RFP #2016-15**
P.O. BOX 99 ROWLETT, TX 75030-0099		
CONTACT PERSON: **VICKI ALFARO**		
TEL: *972-412-6198* FAX: 972-412-6144 EMAIL: purchasing@rowlett.com		

TITLE: **Annual Agreement for Comprehensive Disaster Recovery Management Services**	*SUBMITTAL DEADLINE:* **10:00 A.M., February 26, 2016**
PRE BID DATE, TIME AND LOCATION:	Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.

RESPONDENT NAME:	***LABEL THE OUTSIDE OF YOUR SEALED PROPOSAL WITH THE RFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.*** *IF RETURNING AS A "NO RESPONSE", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO RESPONSE".*
MAILING ADDRESS:	*THE CITY OF ROWLETT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.* *IT IS THE INTENT AND PURPOSE OF THE CITY OF ROWLETT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF ROWLETT PURCHASING Agent. IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING Agent. NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.*
CITY – STATE – ZIP:	
TELEPHONE NO:	
FAX NO:	
E-MAIL:	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.	

OFFICIAL SOLICITATION DISTRIBUTION: For this project, the official source of notification of proposal opportunity is through Legal Advertisement published in the Dallas Morning News on Thursdays, February 11 and 18, 2016; or through notification by the City of Rowlett Purchasing office; with official distribution of specifications being through download from http://www.rowlett.com/Bids.aspx.

The City is not responsible for any information/documents obtained from sources other than those listed above. Additionally, it shall be the vendor's responsibility to verify the validity of any/all information related to this project that is received from sources other than those listed above.

Annual Agreement for Comprehensive Disaster Recovery Management Services
RFP 2016-15 ~ Proposal Submittal Packet

ADDENDA ACKNOWLEDGEMENT

This will acknowledge receipt of the following addenda which are part of the Solicitation Documents:

Addendum No. _____ Addendum No. _____

Addendum No. _____ Addendum No. _____

OTHER CONDITIONS

The undersigned agrees to the following:

A. If selected as a short list finalist, will prepare a presentation if requested;
B. If selected as a top finalist will enter into negotiations if requested;
C. If selected as a finalist agrees that they will enter into a contract for an annual agreement with an initial term of one-year with the option to renew for up to four additional one-year periods.
D. Will supply all required insurance, and execute contract within [_30__] calendar days after notice of award, currently estimated as March 9, 2016.
E. Agrees that their submittal shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals;
F. Understands that the City reserves the right to reject any or all submittals and to waive any informality in the solicitation, and to award a contract to the Firm who, in the opinion of the City, serves the City's best interest;
G. Attests that this Proposal is submitted without collusion with any other Firm;

SUBMITTAL CERTIFICATION

IN COMPLIANCE WITH THIS SOLICITATION ***(RFP# 2016-15 – ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES)***, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

By my signature, I affirm that I am duly authorized to execute this proposal as an offer to contract, and that this company, corporation, firm, partnership, or individual has not prepared this submittal in collusion with any other firm, and that the contents of this submittal as to proposed prices, terms, or conditions of said submittal have not been communicated neither by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official acknowledgment of this proposal. I further affirm that by affixing my company's name to the bottom of each page of this submission directly ties the signature below to each as if I had signed each page individually.

_____ _____

Authorized Signature **Title**

_____ _____

Print/Type Name **Date**

COST PROPOSAL FORM

The hourly labor rates stated below are the proposed labor rates including all applicable overhead and profit. All non-labor related other than direct costs will be billed to the City at cost without mark-up.

POSITIONS	HOURLY RATES
Project Executive	$ _____
Subject Matter Expert	$ _____
Project Manager	$ _____
Project Accountant	$ _____
Senior Closeout Specialist	$ _____
Closeout Specialist	$ _____
Other:_____	$_____
Other: _____	$_____
Other:_____	$_____
Other: _____	$_____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the Purchasing Department not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the City. The Conflict of Interest questionnaire **form is available on the reverse side of this notice** or from the Texas Ethics Commission at www.ethics.state.tx.us.

The full text of the Local Government Code related to Conflict of Interest is available at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.171.htm. Detailed information related to vendors is found in Section § 176.006 "DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE".

SEE NEXT PAGE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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

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

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

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

2

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Rowlett TEXAS	**MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE**

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Rowlett to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

   ☐Yes ☐No

   If yes, please state Certification Number: _____

2. Is company certified by NCTRCA as a Minority Business?

   ☐Yes ☐No

3. Is company certified by any other agency as a Minority Business?

   ☐Yes ☐No

   If yes, what agency/agencies? _____

4. Is company a self-designated Minority Business?

   ☐Yes ☐No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☐ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☐ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

☐ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

☐ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

☐ Women - which includes all, American women of any ethnicity.

THANK YOU!

COOPERATIVE INTERLOCAL PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes_____ **No**_____

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Rowlett will be eligible, but not obligated, to purchase services under this contract awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Rowlett will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Rowlett will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their services as needed.

BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.

2016-15 – Disaster Recovery Management Services	
Firm Name	Primary Contact:
Address	Phone:
City	Email:
ST/ZIP	Fax:
Authorized Signature:	Date:

STATEMENT OF NO RESPONSE

The City of Rowlett is very appreciative of the time and effort you expend in preparing and submitting proposals to the city. If you are not submitting a response for this project, please complete and return this form.

We, the undersigned, have declined to submit on your **RFP # 2016-15 – Annual Agreement for Comprehensive Disaster Recovery Management Services** for the following reason(s):

_____ Specification too "tight", i.e. geared toward one firm only. *(Please explain reason below)*

_____ Specification unclear. *(Please explain below)*

_____ Insufficient time to respond to Proposal request.

_____ We do not offer the service(s) requested in this solicitation.

_____ Our schedule would not permit us to perform.

_____ Unable to meet requirements.

_____ Job too large.

_____ Job too small.

_____ Cannot provide required insurance.

_____ Do not wish to do business with the City of Rowlett. *(Please explain below)*

_____ Other *(Please specify below)*

REMARKS:_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Telephone Number: _____ Fax: _____

Email Address: _____

Company's Internet Web Page URL: _____

Attachment H

The following information applies ONLY to an awarded Bidder/Respondent

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by the City of Rowlett Council, your firm will be required to log in to the Texas Ethics Commission https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate number". Your firm must print, sign and notarize Form 1295.
3. Within **ten (10) business days** from notification of pending award by the City of Rowlett Purchasing Agent, the completed Form 1295 **must** be submitted.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modifications and/or amendments to a City of Rowlett contract.

Instructions and information are available at https://www.ethics.state.tx.us/tec/1295-Info.htm or you may call The Texas Ethics Commission at 512-463-5800.

INSURANCE AND INDEMNITY REQUIREMENTS

Insurance

The firm, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

TYPE	AMOUNT
1. Worker's Compensation	As set forth in the Worker's Compensation Act.
2. Employer's Liability	$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	$1,000,000 (Combined Single Limit)

The successful firm must provide insurance certificates satisfactory to the city of Rowlett within ten (10) working days after notification of award. Generally, insurance must be with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Rowlett shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clause does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Rowlett, "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the City of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: City of Rowlett Purchasing Office, PO Box 99, Rowlett, Texas 75088. Proposal number shall be included on certificate.

A. *Indemnity*

The successful firm shall defend, indemnify and save harmless the city of Rowlett and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the city of Rowlett and participating entities growing out of such injury or damages.

CITY OF ROWLETT
REQUEST FOR PROPOSAL

2016-15 ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

RETURN DATE:
10:00 AM, FEBRUARY 26, 2016

ADDENDUM NO. 1

Date: February 19, 2016

This addendum addresses vendor inquiries received and shall be attached to and made a part of the bid response for **"2016-15 Annual Agreement for Comprehensive Disaster Recovery Management Services" RFP.**

1. The Terms and Conditions included in the RFP includes a clause regarding "Bid security" (page 15). The section discusses that bids must include a check for $5,000 for a bid bond. For disaster recovery consulting services, requiring bid bonds is not the industry norm and may cause issued with future cost eligibility when seeking reimbursement from FEMA. Will the city consider removing the bid bond requirement?
   A. A bid security will not be required.
2. Will the city accept professional liability insurance in lieu of the bonds listed under the terms and conditions of this RFP?
   A. No, payment and performance bonds and insurance will be required for this contract.

Questions about this Request for Proposal should be directed in writing by 5:00 p.m., February 19, 2016 to purchasing@rowlett.com.

Receipt is hereby acknowledged for Addendum No. 1 to the bid proposal for "**2016-15 Annual Agreement for Comprehensive Disaster Recovery Management Services"** to be received by 10:00 AM., February 26, 2016.

Addendum No. 1 Acknowledged

Authorized Signature_____

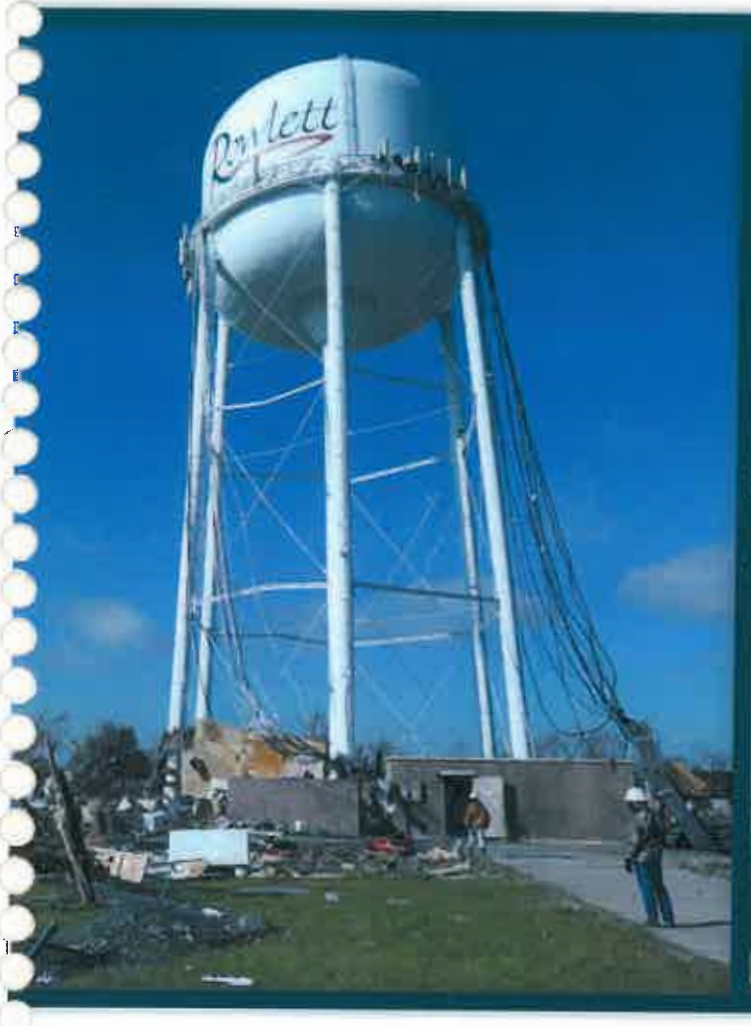
Company Name_____

Date_____

End of Addendum 1

By Vicki Alfaro, Purchasing Agent

Exhibit 2



PROPOSAL

City of Rowlett, Texas

RFP # 2016-15 COMPREHENSIVE DISASTER RECOVERY MGMT. SERVICES

FEBRUARY 26, 2016

CDR | MAGUIRE

COPY

Photos: Nathan Hunsinger/Dallas Morning News; G.J. McCarthy/Dallas Morning News/Corbis; Laura Buckman/AFP/Getty Images

Exhibit 2

CDR MAGUIRE

EMERGENCY MANAGEMENT

CDRMAGUIRE.COM/EM

STATEMENT OF CORE VALUES

CDR Maguire's Emergency Management Team recognizes that we are often called in at the most trying of times when failure is not an option. We are committed to success in all phases of emergency management and provide excellence in everything we do. This Statement of Core Values is an embodiment of our commitment and drives our team's decision-making processes:

OUR FIRST COMMITMENT **IS TO OUR CLIENTS.**

We work tirelessly to build more resilient communities. We strive to minimize the impact of disasters through a range of mitigation, planning, and preparedness strategies. Our team will educate you on the phases of a disaster and the most effective strategies for recovery. When a disaster strikes, our team will provide immediate support to ensure a more effective recovery with an eye toward lessening the impact of a future disaster. We will always provide our clients with personal service that is professional and transparent.

WE TREAT OUR **EMPLOYEES LIKE FAMILY.**

As a family-owned company, we recognize our strength comes from our professional, committed, and experienced team. We understand our emergency management unit can be deployed across the country at a moment's notice, and we recognize the impact that has on our employees' families. As a result, we provide flexibility to the greatest extent possible. We are committed to providing our employees with opportunities for growth and development. We create a supportive environment in which all of our employees are recognized and valued for their contributions. Communication is always a two-way street where everyone will feel comfortable making suggestions or offering feedback.

WE ARE COMMITTED TO THE **COMMUNITIES WE SERVE.**

More than supporting our clients, we look for opportunities to integrate ourselves as members of the community. We recognize our work will help citizens as they recover economically, physically, and psychologically. Everyday, we strive to leave areas better than when we started.

OUR FINAL COMMITMENT IS **TO OUR COMPANY.**

We work diligently to become industry leaders and foster innovation in our field. We support the other parts of our company through effective marketing and technical support. We need to remain competitive in the marketplace, to better serve our clients and grow our company. We will never get complacent.

MINIMIZE IMPACT, **MAXIMIZE RECOVERY**

CDR Maguire's Emergency Management Team is committed to minimizing the impact of disaster and maximizing our client's ability to recover. Through a range of pre-disaster planning, training, and exercises, our team will prepare your community for the impact of any disaster. Should a disaster strike, our team of committed professionals will support you through the best possible recovery with an eye toward reducing future risk.

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INTRODUCTION SECTION

The following pages contain the following documents:

- Proposal Checklist
- Introductory Letter
- Submittal Affirmation

CITY OF ROWLETT
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
RFP NUMBER : 2016-15
RFP TITLE: ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES
DATE DUE: February 26, 2016 DUE NO LATER THAN 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the City of Rowlett Annex Building located at 4004 Main Street, Rowlett, Texas 75088. (as per Purchasing Dept. clock) on deadline due date. RFPs received later than the date and time above will not be considered.
Please return RFP **ORIGINAL AND FIVE (5) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".
RETURN RFP TO:
Purchasing Agent, **City of Rowlett, 4004 Main Street, Rowlett Texas 75088.**
For additional information or to request addendum contact: purchasing@rowlett.com.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.
Company Name:

CDR Maguire Inc.

Company Address:

8669 NW 36th Street, Suite 340

City, State, Zip Code:

Doral, Florida 33166

Telephone No. (401) 536-8178

E-mail Jeffrey.Stevens@CDRMaguire.com

Printed Name: Jeffrey Stevens Signature:

Is Proposer's principal place of Business within City of Rowlett? Yes - No
(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by City Council (when applicable) and Purchase Order is issued.

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT A"

Annual Agreement for Comprehensive Disaster Recovery Management Services
RFP 2016-15 ~ Proposal Packet

PROPOSAL CHECKLIST

The following items at a minimum must be included in Companies Qualification Submittal.
Please initial each Item as you verify it is included in your qualification submittal

{ JS } 1.a Proposal Checklist *(Pages 23 "ATTACHMENT A", this page)*
{ JS } 1.b Introductory Letter *(by Firm)*
{ JS } 1.c Submittal Affirmation *(Pages 24 and 25 "ATTACHMENT B")*
{ JS } 2. Qualification of the Firm *(by Firm)*
{ JS } 3. Qualification of Staff *(by Firm)*
{ JS } 4. Past Performance References *(by Firm)*
{ JS } 5. Technical Approach *(by Firm)*
{ JS } 6. Compliance with Local, State, and Federal Requirements *(by Firm)*
{ JS } 7. Cost Proposal *(Page 26"ATTACHMENT C")*
{ JS } 8.a Conflict of Interest Questionnaire *(Pages 27 and 28"ATTACHMENT D")*
{ JS } 8.b Minority/HUB Questionnaire *(Pages 29 and 30"ATTACHMENT E")*
{ JS } 8.c Cooperative Inter-local Purchasing form *(Pages 31 "ATTACHMENT F")*

Note: If any of the documents listed above do not apply to your Firm, mark N/A across the sheet(s) and fill in Firm Submitting field at the bottom of the page and return.

Firm shall initial each of the following items verifying that he has read the requirements included for this project and that his company will comply if awarded a contract.
Please initial each Item as verified that you agree to each if awarded a contract

{ JS } Secure and Maintain Insurance as specified for the duration of project

FIRM SUBMITTING: CDR Maguire Inc.

February 26, 2016

Ms. Vicki Alfaro
Purchasing Agent
City of Rowlett
4004 Main Street
Rowlett, TX 75088

RE: RFP #2016-15: ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY SERVICES

Dear Ms. Alfaro:

CDR Maguire is pleased to offer the following in response to the City of Rowlett's Request for Proposals for Comprehensive Disaster Recovery Services. CDR Maguire has assembled a top-notch team of personnel immediately available to deploy to the City. **The CDR Maguire Team has decades of experience supporting communities like Rowlett not just bounce back, but bounce forward.** Our experts have managed over $14 billion in recovery grants, developed innovative systems to speed up funding, and, most importantly, use a personalized approach that will ensure that the City's needs are met. Our trusted partners, Tidal Basin and iParametrics, have significant experience throughout Texas and will provide an unmatched level of local-level expertise.

CDR Maguire was founded over **78** years ago as a small civil engineering firm. Today, CDR Maguire is a Hispanic-owned, full service, nationally recognized, emergency management, engineering, and construction management firm. Throughout our history, CDR Maguire has played an important role in the infrastructure used by millions throughout the United States.

Please feel free to contact me for clarification, verification, or negotiation of the contents of this response:

Email: Jeffrey.Stevens@CDRMaguire.com
Cell: 401.536.8178

Sincerely,

Jeffrey Stevens, CEM, MEP
Vice President – Emergency Management Services

"ATTACHMENT B"

SUBMITTAL AFFIRMATION

SUBMIT TO: CITY OF ROWLETT PURCHASING DEPARTMENT 4004 MAIN STREET ROWLETT, TX 75088	AN EQUAL OPPORTUNITY EMPLOYER **REQUEST FOR PROPOSALS RFP #2016-15**
P.O. BOX 99 ROWLETT, TX 75030-0099	
CONTACT PERSON: **VICKI ALFARO**	
TEL: 972-412-6198 FAX: 972-412-6144 EMAIL: purchasing@rowlett.com	

TITLE: **Annual Agreement for Comprehensive Disaster Recovery Management Services**	*SUBMITTAL DEADLINE:* **10:00 A.M., February 26, 2016**
PRE BID DATE, TIME AND LOCATION:	Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.

RESPONDENT NAME: CDR Maguire Inc.	***LABEL THE OUTSIDE OF YOUR SEALED PROPOSAL WITH THE RFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.*** *IF RETURNING AS A "NO RESPONSE", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO RESPONSE".*
MAILING ADDRESS: 8669 NW 36th Street, Suite 340	*THE CITY OF ROWLETT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.* *IT IS THE INTENT AND PURPOSE OF THE CITY OF ROWLETT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF ROWLETT PURCHASING Agent. IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING Agent. NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.*
CITY - STATE - ZIP: Doral, Florida 33166	
TELEPHONE NO: (401) 536-8178	
FAX NO: (401) 467-1053	
E-MAIL: Jeffrey.Stevens@CDRMaguire.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 05-0318211	

OFFICIAL SOLICITATION DISTRIBUTION: For this project, the official source of notification of proposal opportunity is through Legal Advertisement published in the Dallas Morning News on Thursdays, February 11 and 18, 2016; or through notification by the City of Rowlett Purchasing office; with official distribution of specifications being through download from http://www.rowlett.com/Bids.aspx.

The City is not responsible for any information/documents obtained from sources other than those listed above. Additionally, it shall be the vendor's responsibility to verify the validity of any/all information related to this project that is received from sources other than those listed above.

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT B"

Annual Agreement for Comprehensive Disaster Recovery Management Services
RFP 2016-15 ~ Proposal Submittal Packet

ADDENDA ACKNOWLEDGEMENT

This will acknowledge receipt of the following addenda which are part of the Solicitation Documents:

Addendum No. 1 Addendum No. _____

Addendum No. _____ Addendum No. _____

OTHER CONDITIONS

The undersigned agrees to the following:

A. If selected as a short list finalist, will prepare a presentation if requested;
B. If selected as a top finalist will enter into negotiations if requested;
C. If selected as a finalist agrees that they will enter into a contract for an annual agreement with an initial term of one-year with the option to renew for up to four additional one-year periods.
D. Will supply all required insurance, and execute contract within [30] calendar days after notice of award, currently estimated as March 9, 2016.
E. Agrees that their submittal shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals;
F. Understands that the City reserves the right to reject any or all submittals and to waive any informality in the solicitation, and to award a contract to the Firm who, in the opinion of the City, serves the City's best interest;
G. Attests that this Proposal is submitted without collusion with any other Firm;

SUBMITTAL CERTIFICATION

IN COMPLIANCE WITH THIS SOLICITATION ***(RFP# 2016-15 – ANNUAL AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES)***, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

By my signature, I affirm that I am duly authorized to execute this proposal as an offer to contract, and that this company, corporation, firm, partnership, or individual has not prepared this submittal in collusion with any other firm, and that the contents of this submittal as to proposed prices, terms, or conditions of said submittal have not been communicated neither by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official acknowledgment of this proposal. I further affirm that by affixing my company's name to the bottom of each page of this submission directly ties the signature below to each as if I had signed each page individually.

_____ Vice President
Authorized Signature **Title**

Jeffrey Stevens 2/23/2016
Print/Type Name **Date**

FIRM SUBMITTING: CDR Maguire Inc.

QUALIFICATIONS OF THE FIRM

CDR Maguire Inc. was founded over 78 years ago as a small civil engineering firm. Today, CDR Maguire is a full-service, nationally recognized emergency management and engineering firm. With over 140 professionals throughout the United States, CDR Maguire offers fully-integrated services forging experienced professionals—emergency managers, engineers, and planners—into a seamless staff, deploying resources throughout the nation to serve clients no matter where the project is located. We offer services through the following divisions:

- **Emergency Management** – Federal grant/disaster recovery assistance, disaster debris monitoring, comprehensive emergency management planning, training, HSEEP exercises, technology integration, and program management;
- **Civil Engineering** – Utility design, permitting, environmental compliance, and design land development - land and marine-side development and resource management services;
- **Transportation** – Planning, design and engineering, construction/program management services;
- **Water Resources** – Integrated resources planning, water supply development and management, pollution control, ecosystem restoration, and wetlands & watershed management services;
- **Environmental** – Impact assessments and studies, erosion and sediment pollution control, watershed studies, remedial investigation/design, permitting, regulatory compliance assistance.

CDR Maguire is joined by two of the nation's leading disaster recovery and professional services firms, Tidal Basin and iParametrics. We maintain productive relationships with each firm, and, as a whole form the CDR Maguire Team. Both partners have significant recovery experience in Texas and staff in the area.

Grant Management Support

Programmatic and Infrastructure Support

Combined, the firms of the CDR Maguire Team have over 101 years of experience, 30 of which have been dedicated to disaster recovery services. We are proud to have supported dozens of communities like Rowlett bounce back stronger and more resilient.

Supported over 70 declared disasters

Managed over $14 billion of disaster recovery funds

Served hundreds of clients

Tidal Basin Government Consulting, LLC (Tidal Basin) is an emergency management and disaster recovery consulting firm based in Alexandria, Virginia with satellite offices in Frisco, Texas and New Orleans, Louisiana. Tidal Basin possess nation-wide outreach capabilities, and personnel have unique knowledge of and hands-on experience with homeland security, emergency and disaster preparedness, planning, response, recovery and mitigation management as well as funding programs. Tidal Basin provides expert consulting services to assist federal, state, local, and private sector clients in identifying and achieving their emergency management and disaster recovery goals. **Tidal Basin has supported various entities in Texas including the General Land Office, the City of Dallas, the City of Grapevine, Johnson County, and Sam Houston State University.**

The firm was founded by Daniel Craig, former Director of the FEMA Recovery Division, to support federal, state and local homeland security and emergency management agencies and their stakeholder communities. Mr. Craig was appointed by President Bush in 2003 as the Director of the Recovery Division for FEMA and was responsible for overseeing the federal government's recovery efforts on all presidentially declared events, including the Space Shuttle Columbia crash and Southern California wildfires of 2003, and the devastating hurricane seasons of 2004 and 2005.

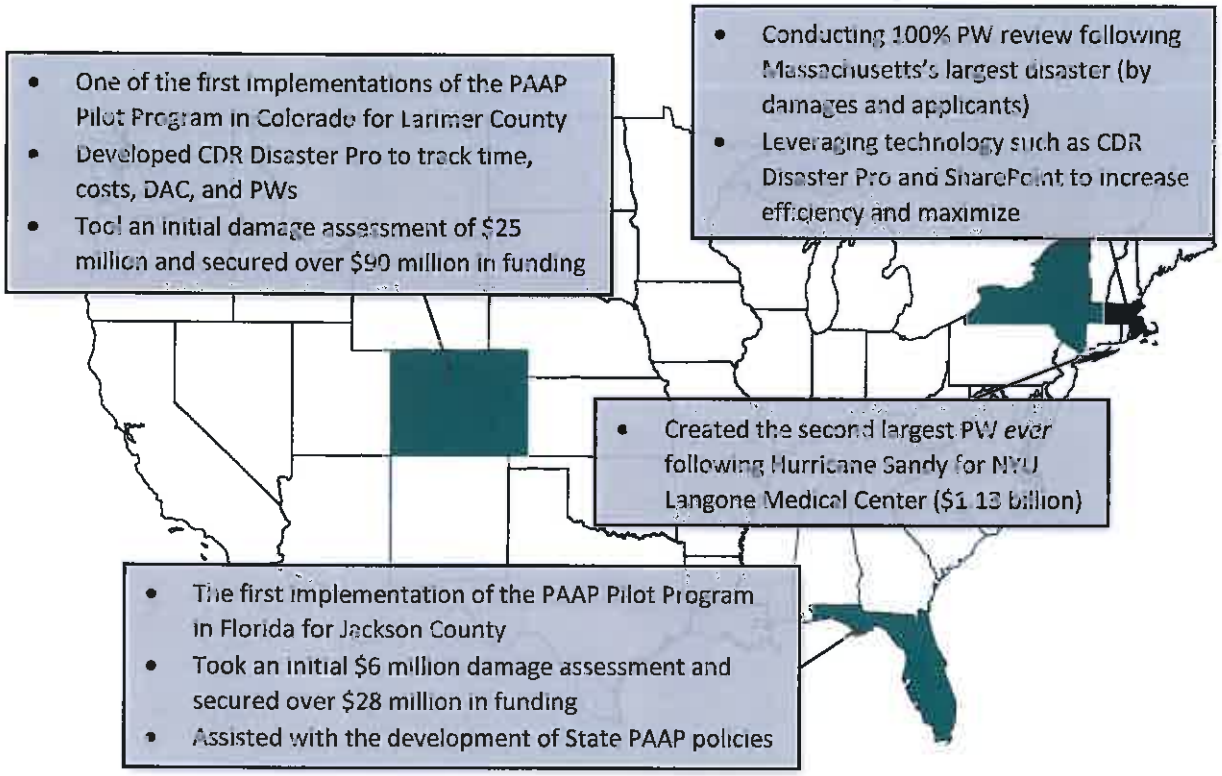
iParametrics is an ISO 9001:2008 certified, SBA-qualified small business headquartered near Atlanta, Georgia. Since 2005, they have been playing a vital role in the nation's response and recovery from both Natural and Man-made Disasters through involvement in the FEMA Public Assistance (PA) and State side disaster programs. Their Emergency Management and Hazard Mitigation (EM&HM) program is built on the expertise of management and staff that have extensive direct experience with the Federal Emergency Management Agency (FEMA) and state and local emergency management agencies. Our staff is comprised of former Federal Coordinating Officers, public managers and technical consultants (Engineers, estimators, architects, construction managers, CPAs, auditors, and SMEs) who have managed numerous disaster efforts and have the knowledge and expertise that can only be gained from working in multiple state and local emergency preparedness offices and applying for and managing PA funding.

As a FEMA PA subcontract holder since 2005, iParametrics is exceptionally well qualified to assist Rowlett with disaster program delivery. They have significant experience in most facets of emergency management including preparedness, response, recovery, mitigation and long term community recovery as well as disaster program and project management and security-related consulting support (including all-hazards vulnerability risk assessments and threat and hazard assessments). In addition to having worked over 60 disasters, iParametrics holds preparedness and recovery contracts around the nation. **iParametrics is currently supporting FEMA as they assist Young County, Denton County, Kaufman County, City of Denton, and Denton County Transportation Authority recover from the May 2015 severe storms.**

Disaster recovery is a complex process, but our team has the proven expertise to support more than just the requirements identified in section 9.02; we have the capabilities to enable Rowlett to not just recover, but build back stronger than before. Our nationwide experience and proven history of providing groundbreaking solutions demonstrates our commitment to provide meaningful services to our clients. Not only have we supported communities recover from some of the nation's most devastating disasters, we have helped shape policies and techniques that will move the nation towards becoming more resilient.

Our strong corporate credentials and dedication to the communities we serve speak volumes to the qualifications of the CDR Maguire Team. We have invested in the right personnel and the right technology to assure our clients that by selected the CDR Maguire Team, they are receiving the highest quality disaster recovery services available.

The map below highlights our team's most notable engagements.



The matrix below details our team's combined significant disaster recovery experience:

PROJECT	HIGHLIGHTS	ESTIMATED DAMAGES
Massachusetts Severe Winter Storm and Flooding (2015-present)	*Prime Consultant for the Massachusetts Emergency Management Agency*: Public Assistance, Damage Assessment, PW Development, 100% Project Validation	$170 million
Rhode Island Severe Winter Storm (2015-present)	*Prime Consultant for 3 Municipalities (Cranston, North Providence, North Smithfield)*: Public Assistance, Damage Assessment, PW Development, Project Validation	$620,000
Jackson County, FL Severe Storm and Floods (2014-present)	*Prime Consultant for the County*: Public Assistance, Damage Assessment, PW Development, Hazard Mitigation, Alternative Procedures, Appeals, Debris Monitoring	$28 million
Colorado September Floods (2013-present)	*Prime Consultant for Larimer County and the City of Boulder*: Public Assistance, Damage Assessment, PW Development, Hazard Mitigation, Alternative Procedures, Appeals, Debris Monitoring	$90 million
Louisiana Hurricane Katrina – Final Recovery (2013-present)	*Primary Consultant for Tulane University:* Debris Management Plan, Public Assistance, Review PW Funding, Version Management, Cost Estimation, Documentation Management *Primary Consultant for Dillard University*: Public Assistance, PW Revisions, Cost Reconciliations, Request for Reimbursement Support, Project Closeout, Hazard Mitigation Implementation	$403 million
State of New York Hurricane Sandy (2012-present)	*Primary Consultant for New York University Langone Medical Center:* Complete Public Assistance Process and Policy Advisory, PW Development, Documentation, Alternative Procedures, Hazard Mitigation, Development of the Second-Largest PW in FEMA History *Subconsultant for the State of New York*: Public Assistance, PW Development	$19 billion
State of New Jersey Hurricane Sandy (2012-present)	*Subconsultant for the NJ Department of Treasury:* Public Assistance Subject Matter Expertise, Oversight and Guidance for Repairs to Damaged Infrastructure, Damage Assessments, Project Worksheet Development, Program Monitoring, Served as Infrastructure Branch Chief and Marine Debris Task Force Lead.	$18 billion
University of Miami Hazard Mitigation and COOP (2006-present)	*Primary Consultant for University of Miami*: Public Assistance Advisory Services, Hazard Mitigation Program Advisory Services, Continuity of Operations Planning	NA
Federal Emergency Management Agency Public Assistance Technical Assistance (2005-present)	*Subconsultant for Flour*: Public Assistance Technical Assistance, Damage Assessments, Debris Operations, Scope of Work and Cost Estimate Development, Monitoring, Grant Management, Appeals Support, Hazard Mitigation Project Support	NA
South Carolina Ice Storm (2014)	*Primary Subconsultant for South Carolina DOT*: Debris Monitoring, Logistics, Data and Documentation Management	$40 million
Texas Hurricane Ike (2008-2014)	*Subconsultant for Texas DOT*: Public Assistance, CDBG Administration, Individual Assistance, Debris Removal	$5 billion

PROJECT	HIGHLIGHTS	ESTIMATED DAMAGES
Rhode Island & Connecticut Severe Winter Storms (2013)	*Prime Consultant for 2 Municipalities (Cranston and Charlestown)*: Public Assistance, Damage Assessment, PW Development, Debris Removal	$2 million
Rhode Island & Connecticut Hurricane Sandy (2012)	*Prime Consultant 3 Municipalities (Cranston, Westerly, and Clinton)*: Public Assistance, Damage Assessment, PW Development, Inspections, Debris Removal	$9 million
Rhode Island & Connecticut Tropical Storm Irene (2011)	*Prime Consultant for 3 Municipalities (Cranston, Narragansett, and Clinton)*: Public Assistance, Damage Assessment, PW Development, Inspections, Debris Removal	$1 million
Alabama Tornados (2011)	*Primary Subconsultant for Birmingham*: Public Assistance, Damage Assessment, Architectural and Engineering services	$5 million
Rhode Island March Floods (2010)	*Prime Consultant 4 Municipalities (Cranston, Cumberland, Johnston, and Providence)*: Public Assistance, Damage Assessment, PW Development, Inspections, Debris Removal	$4 million

QUALIFICATIONS OF STAFF

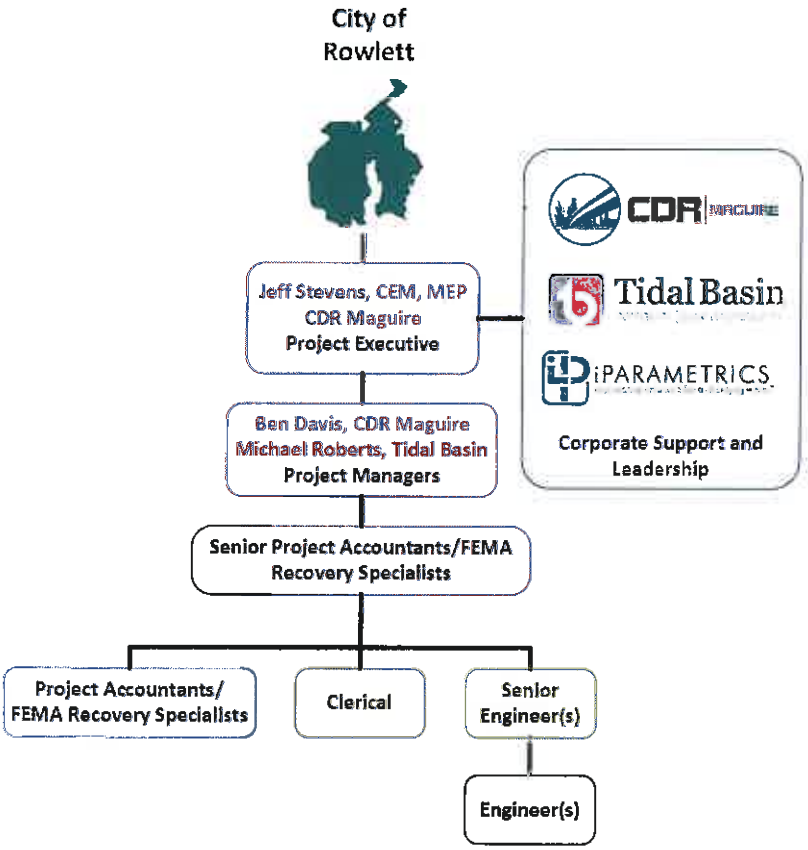
The professionals of the CDR Maguire Team are the most qualified experts to support Rowlett as they recover from DR-4255. Our team has the real-world experience necessary to maximize the City's recovery funding and mitigate against future impacts. In addition to engaging our entire recovery grant management team, we will make our entire cadre of over 170 disaster recovery experts, engineers, software developers, and program management specialists available. When staffing this project, we will ensure that the staff selected will complement the strengths of the City and provide you with capabilities you need to effectively respond.

In addition to being the most technically capable, the members of the CDR Maguire Team have played a role in some of the most high-profile disaster recovery projects in recent years. For example, we have written some of the largest Project Worksheets ever, supported massive state-level recovery efforts, and developed innovative solutions to increase funding and get communities back on their feet.

The table below identified each role's minimum qualifications. A majority of our team members not only exceed these requirements, but have experience on the other side of the table as a state or local grantee/recipient. This important experience demonstrates our 360° understanding of the disaster recovery process.

Title	Qualifications
Project Executive	12+ years of experience with a bachelor's degree, 10+ with an advanced degree. Possess past leadership in disaster recovery assignments.
Project Manager	10+ years of experience with a bachelor's degree, 8+ with an advanced degree. Possess past leadership in disaster recovery assignments.
Subject Matter Expert	15+ years of specific experience with a bachelor's degree, 12+ with an advanced degree. Experience must demonstrate mastery in the topic at hand.
Senior Project Accountant/FEMA Recovery Specialist	10+ years of experience with a bachelor's degree, 8+ with an advanced degree.
Senior Closeout Specialist	10+ years of experience with a bachelor's degree, 8+ with an advanced degree.
Project Accountant/FEMA Recovery Specialist	5+ years of experience with a bachelor's degree, 3+ with an advanced degree.
Closeout Specialist	5+ years of experience with a bachelor's degree, 3+ with an advanced degree.
Senior Engineer	10+ years of experience with a bachelor's degree, 8+ with an advanced degree. Professional engineer license required.
Engineer	5+ years of experience with a bachelor's degree, 3+ with an advanced degree. Professional engineer license required.
Senior Legal Specialist	12+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.
Legal Specialist	10+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.

The organization chart below illustrates the overall structure of our team. Following the initial kick-off meeting with Rowlett staff, we will refine this chart more accurately reflect the needs of the City.



The short biographies below highlight the senior leaders that will represent each firm throughout the engagement. These experienced professionals will be responsible for Rowlett's overall satisfaction, assigning staff, and ensuring all logistics requirements are met.

Jeffrey Stevens, CEM, MEP- Vice President, CDR Maguire

Jeff is Vice President of the Emergency Management Division of CDR Maguire, and serves as the CDR Maguire Team's project executive. In this role, he has supported local and state-level clients as they mitigate, prepare for, respond to, and recover from disasters of all magnitudes and hazards. Jeff is leading CDR Maguire's project team as they assist the Commonwealth of Massachusetts recover from their largest declared disaster ever—the 2015 Winter Storms. This $150+ million event generated almost 650 applicants and 1,250 Project Worksheets. Additionally, Jeff has supervised the hiring of over 500 temporary debris monitors and the monitoring of over 1.8 million cubic tons of debris. Prior to joining CDR Maguire, Jeff served in planning and response roles for the Rhode Island Department of Health and Rhode Island Emergency Management Agency—including serving as the state's Pandemic Flu Coordinator. Jeff was instrumental for the development and implementation of CDR Disaster Pro, CDR Maguire's proprietary disaster grant management platform.

Daniel Craig- President, Tidal Basin

Daniel (Dan) Craig is the President of Tidal Basin Holdings Inc., which he founded in 2006 looking to provide more efficiency in disaster management. As president, Dan is responsible for overseeing strategic planning for all three firms that make up the company, growing and maintaining the business liaisons and relationships, and ensuring all staff has proper training and personal growth plans.

Before Tidal Basin, Dan was the Director of the Recovery Division for FEMA from 2003-2005. Appointed by President Bush in 2003, Dan was responsible for overseeing the Federal government's recovery efforts on all Presidential declared disasters including the Space Shuttle Columbia crash and wildfires in 2003 and the hurricanes in 2004. Prior to working as Director of the Recovery Division at FEMA, he was the Regional Director for Region I New England area in Boston, where he was responsible for all FEMA preparedness, response/recovery, mitigation and training activities in the six new state region. Dan was also the Executive Director for the United States Chamber of Commerce Eastern Regional Office in Stamford, Connecticut, before this serving as the Legislative Representative, promoted from Grassroots Specialist, for the National Rural Electric Cooperative Association in Arlington, Virginia.

Wendy Duncan- Director of Project Controls and Disaster Services, iParametrics

Ms. Duncan is a Civil Engineer with over 25 years of experience in disaster response, recovery and close out operations. She has an MS in Construction Management and has held numerous positions within FEMA Public Assistance with progressive responsibilities, including Branch Chief for FEMA/ FHWA, Deputy PAO, Task Force Lead, PA Crew Leader, Project Specialist, Incident Costing Specialist, QA/QC Reviewer, Closeout Specialist, Technical Specialist, Debris Specialist, CEF Instructor, as well as State-level DPAO, PAC and Project Officer. Ms. Duncan has extensive experience managing PA and closeout efforts including Project Worksheets development and review, CEF development and review, debris operations, tracking project costs, and mentoring/training of Junior Project Officers. She has authored FEMA's position on first and second level appeals and was a content contributor for the FEMA Debris Management Guide (FEMA 325), Debris Estimating Field Guide (FEMA 329) and Public Assistance Debris Management Plan Workshop (P604). She has extensive working knowledge and experience with the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013 as well as various FEMA Assessment standards, and numerous Federal/State standards and regulations. Ms. Duncan has provided management and technical support in 57 disaster deployments and 23 training deployments as a CEF Instructor and Debris Operations Trainer, including acting as an SME supporting the City of Galveston's response to Hurricane Isaac.

The matrix below provides a sample of the members of the team that will be available to serve the City. Depending on the specific needs of the disaster, the CDR Maguire Team will provide an appropriate amount of specialists to fully support the City. **Collectively, our team has over 430 years of experience.**

Team Member Info				Experience			
Firm	Name, Title	Yrs.	TX	Damage Assessments	PA Mgmt.	404/406 Mitigation	CDBG-DR Mgmt.
CDR	Jeffrey Stevens, CEM, MEP, MS *Project Executive*	12	✓	✓	✓	✓	✓
CDR	Benjamin Davis *Project Manager*	11	✓	✓	✓	✓	✓
CDR	Alton Brock *Assistant Project Manager*	22		✓	✓	✓	
CDR	Bruce Bartel, PE *Senior Engineer*	26		✓	✓		
CDR	Charles Bartel, Esq. *Senior Legal Specialist*	35		✓	✓	✓	
CDR	Misty Berryman *Senior FEMA Recovery Specialist*	12		✓	✓	✓	✓
CDR	Tracy Doyle *Senior FEMA Recovery Specialist*	19		✓	✓	✓	✓
CDR	Joe Gross *FEMA Recovery Specialist*	5	✓	✓	✓	✓	✓
CDR	Jim Jackson, PE *Senior Engineer*	30		✓	✓		
CDR	Dale Johnson *FEMA Recovery Specialist*	26		✓	✓		
TB	Daniel Craig *Tidal Basin Project Executive*	20	✓	✓	✓	✓	✓
TB	Anne Compson, JD *Senior Legal Specialist*	15	✓	✓	✓	✓	✓
TB	Steve Glenn *Subject Matter Expert*	20	✓	✓	✓	✓	✓
TB	Michael Roberts, PMP *Senior Closeout Specialist*	8	✓	✓	✓		
iP	Wendy Duncan *iParametrics Project Executive*	25	✓	✓	✓	✓	✓
iP	Brett Barclay, PMP *Subject Matter Expert*	25	✓	✓	✓	✓	
iP	Michael Corkill-Bomgaars *Subject Matter Expert*	25	✓	✓	✓	✓	✓
iP	Chris Berti, CFM *Subject Matter Expert*	18	✓	✓	✓	✓	
iP	Gerald Page *FEMA Recovery Specialist*	30	✓	✓	✓	✓	
iP	Gary Viola, PE *Senior Engineer*	30	✓	✓	✓	✓	
iP	Rick Brady, AICP *Subject Matter Expert*	16	✓	✓	✓	✓	✓
CDR Maguire (CDR) | iParametrics (iP) | Tidal Basin (TB)							

Detailed resumes follow this section.

CDR MAGUIRE

Jeff Stevens, CEM, MEP

Project Executive

PROFESSIONAL PROFILE

Mr. Stevens currently serves as the Vice President and is in charge of Emergency Management Division for CDR Maguire. In this role, he has supported clients as they prepare for all-hazards and recover from disasters around the nation.

Mr. Stevens works closely with clients to assist with their emergency management programs to include disaster recovery, emergency response and hazard mitigation planning, HSEEP-compliant exercise development, and grant management. Mr. Stevens is a Certified Emergency Manager from the International Association of Emergency Managers and a Rhode Island-licensed emergency medical technician-cardiac. He is also a member of the Rhode Island Medical Reserve Corps and All-Hazard Incident Management Team.

Mr. Stevens is leading CDR Maguire's project team as they assist the Commonwealth of Massachusetts recover from their largest declared disaster ever—the 2015 Winter Storms. This $150+ million event generated almost 650 applicants and 1,300 Project Worksheets. Mr. Stevens is leading a team of FEMA policy specialists as they validate and process projects from throughout the Commonwealth.

Previously, he served as an Emergency Preparedness Program Coordinator with the Center for Emergency Preparedness and Response at the Rhode Island Department of Health (HEALTH). In this role, he has responded to numerous events including the 2009 H1N1 Influenza Pandemic, 2010 Rhode Island Floods, and Tropical Storm Irene. During these responses, Mr. Stevens served primarily in a Command or General Staff position.

REPRESENTATIVE EXPEREIENCE

Vice President of Emergency Management Services, CDR Maguire, July 2012 – Present:

- Led all emergency management and public health planning projects
- Serves as CDR Maguire's project manager for disaster recovery from Massachusetts's 2015 severe winter storm and flooding (DR-4214). This disaster is largest in the history of the Commonwealth, with over $150million in damages and 650 applicants
- Assisted multiple clients in the development and approval of FEMA Local Hazard Mitigation Plans
- Assisted with the development and conduct of a full-scale hazardous material and mass casualty HSEEP-Compliant Exercise
- Manage multiple grants, including Public Assistance, Economic Development Administration and Community Development Block Grants, on behalf of clients

YEARS OF EXPERIENCE

CDR Maguire: Since 2012
Total: Since 2006

EDUCATION

BA – Administration of Justice, Salve Regina University, 2005
MA – International Relations, Salve Regina University, 2006
Certificate- Northeast Public Health Leadership Institute, 2011

CREDENTIALS & LICENCES

- Certified Emergency Manager (CEM)
- Master Exercise Practitioner (MEP)
- Advanced Certified Emergency Manager (ACEM) from RIAEM
- Amateur Radio Operator, Call Sign: KB1PPM
- RI EMT Cardiac #14365
- Pro-Board Certified Firefighter I
- Hazardous Materials Operations

CERTIFICATION & TRAINING

- FEMA Certifications:
  - All-Hazards Incident Management Team
  - All-Hazards Operations Section Chief
  - All-Hazards Planning Section Chief
  - All-Hazards Logistics Section Chief
  - All-Hazards COMM-L
  - IS-001, IS-026, IS-100, IS-100.HC, IS-120, 120.a, IS-130, E132, E133, E136, IS-139, IS-200, IS-230, IS-235, IS-240, IS-241, IS-244, IS-271, G290, ICS-300, IS-324, ICS-400, IS-546, IS-547, IS-630, IS-700, IS-701.a, IS-703.a, IS-704, IS-775, IS-800.b, IS-808, IS-860
- CDC Certifications:
  - Strategic National Stockpile Preparedness Course
  - RSS Operations Course

- Assist clients with cost recovery associated with federally declared disasters
- Provided debris management and post disaster recovery services to multiple RI and CT communities after Hurricane Sandy
- Provided debris management services to Louisiana Department of Transportation and Development District 2 after Hurricane Isaac
- Serve as Corporate Health and Safety Officer

Emergency Preparedness Program Coordinator, Center for Emergency Preparedness and Response, RI Department of Health, 2008 – 2012:

Managed a staff of six as well as yearly contracts and grant ranging from $200,000 to over $1.6 million

- Served as the State Pandemic Influenza Coordinator
- Managed a $100k+ upgrade to the Department Operations Center (DOC) to integrate improved technology to enhance operational capacity
- Successfully rebranded the Rhode Island Special Needs Emergency Registry while also upgrading the application infrastructure to make it more usable for first responders and emergency management officials
- Developed plans, policies, and procedures to ensure an effective state response to emergent events, including influenza pandemics and mass fatality incidents
- Collaborated with the Department of Health's Warehouse Manager by assisting in setting policies and procedures, conducting training, and participating in operations
- Coordinated significant upgrades to the information technology infrastructure of the Department Operations Center and Center for Emergency Preparedness and Response
- Responded to the numerous emergent events, in various Incident Command System Command and General Staff Positions, including but not limited to:
    - 2011 Tropical Storm Irene (DR-4027)
    - 2010 RI Floods (DR-1894)
    - 2009-2010 H1N1 Influenza Pandemic
- Represented the Department on the following committees:
    - Lieutenant Governor's Emergency Management Advisory Council Special Populations Working Group, Co-Chair
    - Rhode Island Statewide Interoperable Communications Committee
    - FEMA Region 1 Emergency Communications Coordination Working Group
    - Statewide Emergency Response Committee
- Served as a member of the Department's 24/7 incident response team
- Created and managed a two hundred unit statewide emergency ventilator stockpile for medical surge, increasing overall state ventilator capacity by 33%
- Functioned as Acting Deputy Chief of Emergency Medical Services from June-November 2010

Regional Planner , Rhode Island Emergency Management Agency, 2007 – 2008:

- Developed templates for local emergency plans while ensuring continuity with state plans
- Assisted local communities with the revision of all-hazard emergency operations plans
- Served as a liaison to local Emergency Management Directors
- RIEMA Project Lead for the 2008 State Pandemic Influenza Operating Plan Submission
- Primary author of:
    - Rhode Island's Statewide Interoperable Communications Plan
    - Rhode Island Multi-Year Training and Exercise Plan
    - RIEMA Multi-Year Training and Exercise Plan
- Co-founder and editor of RIEMA News

CDR | MAGUIRE

Benjamin Davis
Project Manager

PROFESSIONAL PROFILE

Mr. Davis currently serves as a Senior Recovery Specialist for CDR Maguire. In this role, he has supported the City of Boulder and Larimer County as they recovered from the 2013 Colorado Floods DR 4145. Mr. Davis has worked closely with clients to assist with their Public Assistant program to include grant management, hazard mitigation planning, CDBG and NRCS.

REPRESENTATIVE EXPERIENCE

Disaster Recovery Specialist/Assistant Project Manager, DR-4145-CO, CDR Maguire, 2013 – Present:

- Assist clients with cost recovery associated with federally declared declaration 4145 Colorado severe storms, floods, landslides and mudslides
- Worked closely with FEMA to ensure PW's captured all eligible funds available.
- Wrote PWs for all categories of work and developed Hazardous Mitigation Proposals in order to make damaged sites more resilient
- Focused on educating the applicant on the FEMA PA program
- Assisted Larimer County, Colorado in the development of FEMA Local Hazard Mitigation Plans
- Oversaw the formulation of all PW's for Larimer County
- Directly responsible for the versioning of Project Worksheets
- Managed all projects accepted in the FEMA Pilot Alternate Alternative Program
- Currently managing a $39 million dollar recovery effort which is expected to double before project is closed out

Project Specialist/Public Assistance Coordinator, DR-4138-FL, DSI, Inc, 2013:

- Worked directly with County entities in Holmes and Washington County in Florida to insure that they received the exact amount they were entitled from FEMA
- Worked with FEMA on site visits and assisted in writing PW's for damages from the severe rain and flooding event
- Worked closely with FEMA to ensure all State agencies specifically FDOT PW's were written to FDOT codes and standards
- Assisted in educating the applicant on the PA process and made sure their documentation was in order to go with each PW
- Gained experience as a PAC in Washington County reviewed PW's before they were entered into EMMIE
- Worked closely with FEMA PAC to ensure all issues were addressed in a timely manner and applicant was kept up to date on all issues

YEARS OF EXPERIENCE

CDR Maguire: Since 2013
Total: Since 2005

EDUCATION

BS – History, Minor in Political Science, University of West Alabama

CERTIFICATIONS

24hr Hazwoper Certificate, IS-630, IS-634, IS-632, IS-292, IS-100, IS-200, IS-235

TECHNICAL EXPERTISE

- Public Assistance
- Debris Monitoring
- CDBG-DR
- PW Writing

CDR MAGUIRE

Benjamin Davis
Project Manager

Project Specialist, DR-4068/4084-FL, DSI, Inc, 2012-2013:

- Worked directly with County's and PNP's throughout the Florida Pan Handle that applied for the FEMA Public Assistance program after TS Debby and Hurricane Isaac
- Worked with FEMA on State agencies PW's to get FDOT reimbursed from Tropical Storm recovery efforts
- I worked with applicants to insure that all documentation was accurate and in proper format in order to seek reimbursement from FEMA
- Assisted in educating the applicants on the PA process and worked closely with my FEMA counterpart to make sure the applicants received exactly what they were entitled
- Wrote PW's for small projects in County's affected by T.S. Debby and Hurricane Isaac
- During Hurricane Isaac I began to work on close-outs for the State of Florida, while still performing my duties as a Project Officer
- Assisted in collecting all documentation needed to close out County entities throughout the pan handle of Florida

Field Manager, Deep Water Horizon Spill, BP, Inc, 2010 – 2011:

- As Field Material Coordinator, I coordinated the export and import of equipment and material used in the oil spill clean-up in Mississippi
- I was in charge of sourcing material, goods, and services to insure BP was getting a fair price. I also, negotiated contracts with rental companies and sourced other services and material to insure BP was getting normal contract rates.
- I managed several of BP contractors and made sure they worked safely and were trained properly to perform their daily task
- As Mississippi Field Manager, I managed, trained, and did scheduling for all of the personnel within the Resource Division
- Kept an accurate inventory of all the equipment and material used for the clean-up efforts for the oil spill
- I managed 7 staging yards throughout the state and insured Operations had the equipment needed for the clean-up efforts
- Oversaw the demobilization of equipment and personnel for the MC-252 Response in Mississippi
- As a Staging Lead, I was responsible for keeping an accurate account of the entire equipment and material inventory
- I managed, trained, and did scheduling for all of the personnel under the Resources umbrella in the (ICS) Incident Command System in Jackson County
- I worked with Logistics to insure equipment and material was exported/imported as needed for the clean-up efforts throughout the MC-252 Response

Debris Monitor/Quality Control Inspector, DR-1604-MS, Neel Schaffer, 2006 – 2009:

- I was part of a three-member inspection team consisting of FEMA and MEMA representatives and myself. As a team we developed a system to effectively conduct initial inspections throughout Jackson County in Mississippi.
- As part of the team, I was charged with the responsibility of putting together our daily routes and making appointments with property owners to inform them when we were coming to inspect their property
- I kept up with all the paper work and communicated to the property owner what was eligible and ineligible to be removed according to FEMA guidelines
- Inspected each property making sure all debris, hanger and leaners, trees were removed that were marked and stumps were cut and marked properly.
- I made certain that the homeowner was completely satisfied with the removal of trees from their property and that no damage occurred during the process
- Managed over 50 debris monitors and did scheduling for all the monitors working in Jackson County, MS

CDR MAGUIRE

Benjamin Davis
Project Manager

- As the Safety and Quality Control Inspector, I Inspected debris moved to the right of way by homeowners and businesses to determine whether debris was eligible for removal according to FEMA guidelines
- I set appointments with homeowners to answer questions about eligibility of material before they moved it to the right of way
- I followed up behind work crews to ensure that no damage had occurred to the streets or sidewalks where contractors were performing work. If damage had occurred I reported and documented the issue.
- As a Debris Monitor, Supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- I determined whether debris was eligible or ineligible to be removed from the Right of way. While always maintaining safety standards while on ROW
- Supervised the removal of debris off of private property in Jackson County. Communicated with the homeowners on a daily bases before and after the debris was removed from their property.
- Received asbestos training in order to supervise the demolition of homes and businesses in Jackson County. I ensured that each home or business was demolished according to FEMA guidelines and EPA regulations and safety standards.
- Before the crews could begin cleaning up the debris in Gautier, MS, I measured and validated the trucks being used in the disaster recovery process. Being sure that every truck was measured precisely and the proper paper work was filled out correctly

Debris Monitor, DR-1604-MS, Global Employment, 2005 - 2006:

- As a Debris Monitor, Supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- Supervised the removal of debris from private property in Jackson County, MS. Communicated with homeowners on a daily bases before and after debris was removed from their property. Explaining to them what was eligible or ineligible for removal according to FEMA rules and guidelines.
- Participated in a 2 week training on Debris Monitoring before I began work as a Debris Monitor in Mississippi

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Alton Brock

Assistant Project Manager

PROFESSIONAL PROFILE

Mr. Brock's professional Environmental Protection Specialist/Public Assistance Project Specialist/ State and Local Police/Firefighter/Hazmat experience has equipped him with the ability to develop new insights into situations; question conventional approaches; encourage new ideas and innovations; and design and implement new or cutting edge programs/processes. He specializes on local, national, and international policies and trends that affect the Department Of Homeland Security, Federal Emergency Management Agency (FEMA) and shape stakeholders' views

YEARS OF EXPERIENCE

CDR Maguire: Since 2013
Total: Since 1993

EDUCATION

Georgia POST Certification, Tifton, GA Police Academy, 1997

TECHNICAL EXPERTISE

- Public Assistance project management
- EHP issues
- FEMA policies interpretation

CERTIFICATIONS/TRAINING

- IS-001.a, IS-010.a IS-100.a, IS-100.LEa, IS-100.HC, IS-100.SCa, IS-100.FWa, IS-100.HE, IS-139, IS-200.a, IS-200.b, IS-230.a, IS-235, IS-240, IS-241, IS-242, IS-244, IS-700.a, IS-701.a, IS-702.a, IS-800.b, and many others.
- General Crimes Investigator
- High Risk Warrant Service
- Regional Counterdrug Training Academy
- Weapons of Mass Destruction Certification
- Confined Space Entry
- Haz-Mat Tech
- See detailed information below

REPRESENTATIVE EXPERIENCE

Senior Recovery Specialist, CDR Maguire, 2014 – Present:
Duties included, but not limited to overseeing day to day operations. Overseeing compliance with all FEMA policies and guidelines to include Public Assistance, Direct Administrative Cost, Environmental Issues, and Mitigation issues.

Project Specialist, Disaster, Strategies, and Ideas, 2013 – 2013:
Duties included, but limited to Conducting Applicant briefings, Kick-off meeting, Project formulation, site visits, project research, and conducting environmental review assessments. To date I have been part of the writing of over 400 project worksheets (A-G).

Environmental Specialist- Project Specialist, FEMA, 2011 – 2014:
Duties to include but not limited to: Collect data on environmental resources and/or issues related to potential impacts and writing of Project Worksheets. Conduct environmental reviews and analyze data from reviews. Conduct kick-off meetings. Review project worksheets for NEPA (National Environmental Protection Act) compliance with Presidential orders and Environmental Laws. I have also written and participated in writing over 100 emergency work project worksheets (A&B) and 75 permanent work project worksheets (C-G). I feel with the experience I have I am ready to take control of any situation that may arise in this field through using my new skills along with past experiences. In the FEMA ADD system my profile shows specialties of RCRA, CERCLA, and HazMat

Defense Investigator, Eric Gay Attorney at Law, 2008-2011:
Assisted in the defense of individuals charged with various crimes in misdemeanor and felony court.

Criminal Investigator, Bainbridge Public Safety, 2006-2008:
Duties Included but not limited to: Interviewing, evidence evaluation, evidence collection, report writing, and proper presentation of evidence in court. Also severed as a Team leader on the multi-jurisdictional Hazardous Materials Unit. Administered numerous speaking engagements to inform citizens on different criminal issues.

CDR MAGUIRE

Alton Brock
Assistant Project Manager

Narcotic Investigator/Operational Commander, Pataula Drug Task Force, 2003-2006:
Duties Included but not limited to: Coordinated and Facilitated all narcotic and hazardous materials investigations. Accounted for all equipment and supplies. Drafted and submitted grant reports. Assisted with drafting and managing annual budget. Administered numerous speaking engagements to inform citizens on the hazards of methamphetamine laboratories and household chemicals dangers.

Police Officer/Firefighter, Bainbridge Public Safety, 1997-2003:
Duties Included but not limited to: Patrol, issue citations, answer domestic disturbance calls, respond to accidents, and fight fires.

Aircraft Firefighter, U.S. Navy, 1993-1996 - Honorable Discharge:
Duties Included: The proper maintenance of fire fighting equipment, suppression of aircraft fires, conduct safe environment for flight operations, Performed instruction for new personal assigned to the flight deck.

PROFESSIONAL TRAINING

- Ensure that all FEMA disaster programs' activities receive the appropriate level of environmental review as required by the National Environmental Policy Act and associated Laws, Executive Orders and regulations.
- Perform data gathering and analysis; and interagency coordination for program projects.
- Review and comment on draft EHP review documents and work with program and regional staff to finalize legally-defensible EHP documents.
- Review and manage final EHP review documents.
- Recommend changes in agency policy, regulations, and procedures to further streamline and expedite the agency's EHP review processes. Assist with and provide technical and policy advice in consultations and negotiations for interagency EHP agreements with State, Tribal, and other Federal agencies.
- Train Agency, State Tribal or local program stakeholders and provide technical assistance to facilitate consistent, legally competent application of agency policy nationwide.

CDR MAGUIRE

Bruce D. Bartel, P.E.

Principal/Senior Engineer

PROFESSIONAL PROFILE

Mr. Bartel's structural engineering experience includes bridge inspection, rating, and design as well as specification and cost estimate preparation, shop drawing review, and construction support. He has bridge design experience with simple and continuous steel and concrete bridges including multiple arch concrete bridge rehabilitation, 400-foot tied arch steel bridge, and multi-span steel composite box girders.

Mr. Bartel's extensive construction related experience includes 18 months as a Field Engineer on a suspension bridge in Portugal and numerous projects designing procedures and temporary structures for the construction of bridge projects.

REPRESENTATIVE PROJECTS

Bridge Design

I-Way (I-195/I-95 Relocation) Project, Rhode Island Department of Transportation (RIDOT) - Providence, RI: Served as Project Engineer. Responsibilities included the analysis and design of elements of network arch (tied arch) bridge; analysis and design of elements of box girder ramp bridges; analysis and design of elements of foundations for ramp bridges and approach structures; temporary shoring of deteriorated structures using both off the shelf and custom designed shoring systems; and load rating of multi-span, curved, steel box girder on- and off-ramps with spans of up to 1600 feet.

Newport Pell Suspension Bridge, Rhode Island Turnpike and Bridge Authority (RITBA) – Portsmouth, RI: Assisted with visual inspection of suspension cables, stiffening truss and anchorage. Checked specific stiffening truss members for cracking. Provided construction phase services.

Sakonnet River Bridge, Rhode Island Department of Transportation (RIDOT) - Portsmouth & Tiverton, RI: Point-of-contact and first reviewer for all shop drawing submissions for this 3000-foot, multi-span, steel box girder bridge supported on 6-foot diameter pipe piles in the Sakonnet River. Provided design calculations and review of steel box girder spans as well as constructability studies for steel box erection. Oversaw development of two foundation test programs for the Sakonnet River Bridge and was responsible for plan and specification development, coordination with the client (RIDOT), and shop drawing review for piles and load test frame. First test program installed and load-tested, H-piles, 42-inch diameter pipes, and installation of a 6-foot diameter pipe pile. Second test program installed and tested 6-foot diameter pipe piles with and without end bearing fixture to depths in excess of 250 feet. Load test for partial end bearing 6-foot diameter end-bearing pipe pile was 6,500 kip load test.

YEARS OF EXPERIENCE

CDR Maguire: 1999 – 2003
CDR Maguire: Since 2011
Total: Since 1991

EDUCATION

BS – Civil Engineering
Cornell University, 1988

PROFESSIONAL REGISTRATIONS

Professional Engineer: RI-7551, NY-072003

ASSOCIATIONS/MEMBERSHIPS

- AISC Member

TECHNICAL EXPERTISE

- Bridge Rating & Design
- Structural Analysis
- Computer Modeling
- Construction Phase Services

CDR MAGUIRE

Bruce D. Bartel, P.E.
Principal/Senior Engineer

Rehabilitation of Route 68 over Route 8, SR 710, Naugatuck River, and Metro-North Railroad Bridge 00596, Naugatuck, CT: CDR Maguire is the Engineer-in-Charge responsible for managing design and detailing of superstructure replacement and rehabilitation of concrete substructure. Responsible for project QA/QC, schedule and budget, project bid documents.

CSX Bridge Design-Build Bundles #1 & #2, Bridge Replacement, Massachusetts Department of Transportation (MassDOT) – Various Locations, Western MA: Served as reviewer for MassDOT of numerous steel and concrete superstructure designs, substructure rehabilitation, and substructure replacement. Also reviewed construction procedures for demolition and erection of superstructure elements and structural lifting operations. Provided construction-phased services.

Cedar Street over Route 9 - Wellesley, MA: Served as reviewer for MassDOT for superstructure design and construction procedures for this Accelerated Bridge Program project. The bridge superstructure and portions of the substructure were demolished and replaced over the long Fourth of July weekend. The new superstructure was built on top of Self Propelled Modular Transporters (SPMT's) alongside the existing bridge. On the Friday before the Fourth of July, the bridge and the affected portion of Route 9 below were closed to traffic, the superstructure demolished, the partially demolished substructure re-built, and the new bridge rolled into place. Provided construction-phased services.

Route 9 over Stearns Reservoir Outfall, Massachusetts Department of Transportation (MassDOT) - Framingham, MA: Project Engineer for design of 91-foot-long, 90-foot-wide bridge replacement using accelerated construction techniques. The structure is a conventional steel stringer and concrete deck integral with the abutment. Precast bridge units (PBUs) with steel stringers and a precast deck were used to accelerate the construction and limit impacts to the surrounding Town during the phased construction.

Calvin Coolidge Bridge Design, Massachusetts Department of Transportation (MassDOT) - Northampton & Hadley, MA: Project Engineer for structural lifting procedure and detailed design to lift and shore main truss to replace bearings (1200kip load/bearing).

Greenwood Avenue over Amtrak Railway - Warwick, RI: Project Engineer for the demolition procedure to remove concrete encased main trusses from side structure. Also included an analysis of side structure for construction equipment loading. Provided construction-phased services.

Ashton Viaduct - Cumberland, RI: Provided construction support for arch rehabilitation (multi-span, ~1,500-foot-span). Performed a detailed analysis of existing 1940s lightly reinforced concrete arch to determine effects of the contractor's demolition activities. During demolition, large portions of arch that were to remain were found to be deteriorated and were removed. An analysis of the existing structure was completed to ensure that the structural integrity of the arch was not compromised.

Cranston Street Viaduct over Amtrak Railway - Cranston, RI: Project Engineer for the erection procedures for the erection of ~500-foot, multi-span precast, post-tensioned New England Bulb Tee girders. Individual girders were ~100 feet long, 7 feet deep NEBT P/C concrete girders. Laid out and designed temporary shoring towers and foundations to support the girders prior to post-tensioning. Laid out cranes for erection procedures and designed temporary outrigger supports. The crane used was a 550-ton hydraulic crane -- the largest in the Northeast at the time of construction. Provided construction-phased services.

Erection Procedure for Sakonnet River Bridge, Rhode Island Department of Transportation (RIDOT) – Portsmouth & Tiverton, RI: Working for Zieman Engineering, completed the erection procedure for all segments

CDR MAGUIRE

Bruce D. Bartel, P.E.
Principal/Senior Engineer

of 12,000 linear feet of steel box girders including multiple crane picks, interferences, and temporary structures as needed. Provided construction-phased services.

Royal Mills Bridge Rehabilitation - Warwick, RI: Project Engineer responsible for the design calculations, specification writing, scheduling for this 80-foot concrete arch rehabilitation. Bridge was completely demolished down to arch ribs. Arch ribs were repaired as needed and new superstructure placed in phased construction (two arches; one for each direction of traffic). Structural design and detailing of temporary structures for bridge contractors. Erection and demolition procedures including crane, selection and layout.

Route 146 over Branch Avenue, Rhode Island Department of Transportation (RIDOT) - Providence, RI: Project Engineer for the structural lifting operations, shoring frames for pier replacement. Supported Route 146 during replacement of piers and pier caps for two piers (one fixed; one expansion). Shoring frames also served as supports for concrete formwork to construct pier caps. Checked existing structure (footings to remain) for effects of temporary structures. Temporary structure designed to carry rated capacity of the superstructure (much higher loads than ordinary expected live loads). Provided construction-phased services.

25th of April Suspension Bridge Rehabilitation – Pittsburgh, PA/Lisbon, Portugal (American Bridge Co.): Field Engineer-25th of April Bridge Rehabilitation (new suspension cable). Provided structural design for temporary structures required for the construction of a new suspension cable. Shop drawing creation and review for steel castings and temporary structures.

I-195 Ramp over Warren Avenue – East Providence, RI (Aetna Bridge Co.): Project Engineer for erection of bridge sub- and superstructure including temporary support of 84-foot-long superstructure during deck pours. Responsibilities included design of temporary foundations, lifting hardware, rigging details, crane selection and layout, crane runway design and analysis of existing superstructure during erection.

Barton Corner Bridge Carrying I-95 over Route 2 - Warwick, RI (D'Ambra Construction): Designed temporary supports and erection procedure for bridge superstructure built on infield of intersection and erection procedure for precast concrete pieces for abutment rehabilitation. Analyzed proposed bridge deck for staged construction stresses during transportation by SPMT's (Self-Propelled Modular Transporters). Assisted with transport plan from off-site erection location to final location. Provided construction-phased services.

Route 403 Davisville Railroad Bridge - North Kingstown, RI (Shire Construction): Project Engineer for erection procedure for the contractor to set concrete box beams over Amtrak railway. Provided construction-phased services.

CDR MAGUIRE

Charles R. Bartel, Esq.

Senior Legal Specialist

OPROFESSIONAL PROFILE

Program Management/Administration; including budgeting and allocation of resources for maximum efficiency and effectiveness in accomplishing program objectives while maintaining compliance with applicable federal/state/local rules and regulations. Consultation and training of agencies and employees particularly in optimization of funding/documentation of eligibility for Federal disaster grants and resolving grant program eligibility issues.

REPRESENTATIVE PROJECTS

Project Management and Design

Public Assistance Coordinator/Metric Engineering (Part-time 2 Years)
FEMA Public Assistance Program (Rhode Island, Alabama Declarations)

Public Assistance Coordinator/Florida Division of Emergency Management (12 Years)

- Served as Acting State Public Assistance Officer
- Administration of FEMA Public Assistance and Fire Grants to State Agencies
- State Appeal Coordinator; State PDA and Emergency Work Estimation
- State Management Administration Cost Grant Administration
- Administration of Emergency Mutual Aid and EMAC Recovery

Infrastructure Grant Specialist/Federal Emergency Management Agency (4 Years)

- Appeals Team Leader for denied FEMA assistance in Hurricane Andrew
- Federal Disaster Grant Administration to State/Local Government
- Disaster Assistance Employee/Public Assistance Program including: State Agency Public Assistance Grant Administration for Florida, Kentucky, Maine

Facilities Engineer/Iowa Emergency Management Division (14 Years)
Management of FEMA Facilities Survey Program for National Shelter Program

- Administration of FEMA Grants to State/Local Governments
- Development-State/Local Emergency Operations Centers;
- Administration of IFG Program/Appeal Board;
- Emergency Planning/Response Activity;
- Survival Crisis Management Engineer;
- State Hazard Mitigation Coordinator.

YEARS OF EXPERIENCE

CDR Maguire: Since 2013
Total: Since 1977

EDUCATION

BS – Engineering Operations
Iowa State University, 1968
MS – Civil Engineering
University of Iowa, 1971
MPA – Public Administration, 1990
JD – Law, 1990

TECHNICAL EXPERTISE

- Project Management & Administration Services
- Budgeting
- Resource Allocation
- Grant Eligibility Issues
- Emergency Management

CDR MAGUIRE

Charles R. Bartel, Esq.
Senior Legal Specialist

Attorney (Volunteer Assistance-Low Income & Elderly Clients/Part-time (6 Years)

Business/Personnel Manager/Mitchellville Training School (3 Years)
- Supervision of Personnel/ Administrative Support Operations including Payroll,
- Procurement, Inventory, Plant Operations, and Facility Maintenance.

Safety Director/Woodward State Hospital-School (2 Years)
- Institution Compliance with Federal/State Safety and Health Standards OSHA, Joint Accreditation of Hospitals, etc.);
- Administration of Workers Compensation Claims.

County Supervisor/Johnson County, IA/Elected to Four-Year Term (1973-76)
- County Government Operation (Legislative/Executive Functions by Three Member Board)
- Twice Chairman of County Board; Served on Regional Planning Commission Executive Board; as Chairman of SEATS Elderly Transportation Board; and as member of Civil Defense Administration Board; Tri-County Mental Health Board; and the Regional Crime Commission.

Engineering Instructor/Black Hawk College (3 Years)
- Basic Electronics, Engineering Drafting, Engineering Materials, Strengths of Materials, Statics, Basic Engineering Mathematics.

Justice of the Peace/Sharon Township in Johnson County, IA/Elected to Two-Year Term (1969-70)

Township Constable/Sharon Township in Johnson County, IA/Elected to Two-Year Term (1971-72)

Land Survey Party Chief/Engineering Consultant Firm; Construction Inspection; (5 Years)

Iowa Army National Guard Reservist (15 Years)
- Personnel/Certified Eligible-Warrant Officer
- Radar Maintenance (8-Month Active Duty Training)
- Land Surveying (6-Month Active Duty Training

CDR MAGUIRE

Misty Berryman

Senior FEMA Recovery Specialist

PROFESSIONAL PROFILE

Ms. Berryman currently serves as a Senior Recovery Specialist for CDR Maguire. In this role, she is providing grant management and fiscal assistance for the 2013 Colorado floods and 2014 severe flooding in Jackson County, Florida. In her previous role with the Florida Division of Emergency Management, she provided support to the Public Assistance Program through project and grant management, planning, accreditation coordination, reporting to executive management and emergency activation response. She provided support to the PA program during the response for Tropical Storm Debby, Hurricane Isaac and the 2013 North Florida floods and conducted closeout tracking for the 04-05 Florida hurricane events.

REPRESENTATIVE PROJECTS

Experience with CDR Maguire

DR-4177- Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Jackson County, FL:

- Serve as Senior Recovery Specialist and provide technical support to Project Manager
- Assist client with cost recovery associated with federally declared disaster due to 2014 flood event
- Review and validate expense documentation for reimbursement and closeout purposes
- Responsible for federal reporting requirements for large project tracking
- Develop guidance for processing projects and reimbursement as part of the Sandy Recovery Improvement Act - Public Assistance Pilot Program (Alternative Procedures).

DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides – Larimer County, CO:

- Served as Senior Recovery Specialist and provided technical support to Project Manager
- Assisted client with cost recovery associated with federally declared disaster due to 2013 Colorado Floods
- Reviewed project worksheets to ensure scope of work was appropriate and that all fiscal/expenditure calculations were accurate.
- Responsible for validating and processing Requests for Reimbursement and compiling supporting documentation for closeout
- Responsible for federal reporting requirements for large project tracking and training staff
- Assisted with planning, grant management and training in several programmatic areas.

YEARS OF EXPERIENCE

CDR Maguire: Since 2014
Total: Since 2004

EDUCATION

BS – Social Sciences, Florida State University, 2007

TECHNICAL EXPERTISE

- FEMA Public Assistance Grant Management
- Project Management
- HSEEP Exercises
- Comprehensive Emergency Management Planning

CERTIFICATIONS

- Advanced and Professional Series in Emergency Management
- All-Hazards Operations Section Chief
- EOC/JFO Activation
- Contract/Grant Monitoring
- Advancing Accountability – Best Practices for Contract & Grant Management
- Ensuring Long Term Recovery through Post Disaster Planning and Resiliency
- FEMA Declaration Process
- FEMA Courses:
  IS-100.a, IS-200.b, IS-700.a, G-775, IS-800.b, IS-632.a, IS-634, IS-235.b, G-300, IS-230.b,G-318, IS-139, IS-240.a, IS-001, IS-241.a, IS-242.a, IS-244.a, EOC-101, IS-003, G-557, IS-703.a, IS-10.a, IS-120.a, IS-366, IS-271, G-202, G-270.4, G-400, G-191, FL-601, IS-909, L-146, G-358, MGT-310, IS-662, L-958, IS-130

Misty Berryman

Senior FEMA Recovery Specialist

Relevant Experience with Other Firms

Florida Division of Emergency Management, Bureau of Recovery (2012 – 2014):

- Served as Special Projects Coordinator and provided support to Recovery Bureau Chief
- Provided reports to EOG and executive management on Recovery Program-specific issues, accomplishments, etc.
- Conducted financial reviews/audits on grant management issues relating to Public Assistance Program;
- Managed budget projections for Recovery operations;
- Provided quarterly reports to FEMA and status updates on project/disaster issues;
- Developed and maintained Bureau plans/procedures, etc.
- Served on DEM Emergency Management Accreditation Program (EMAP) Workgroup and served as the Recovery Bureau EMAP Coordinator;
- Served as Recovery Deputy Section Chief during emergency activation and trained staff on activation protocols.
- Provided technical support for audits, project/event closeout, deobligations, and appeals concerning disasters occurring in Florida (1998-2013)

Florida Division of Emergency Management, Bureau of Recovery (2011 – 2012):

- Served as Public Assistance Coordinator and provided support to State Public Assistance Officer
- Conducted Public Assistance activities including PW writing, small project verifications, appeal writing, time extension reviews, insurance reviews, interim inspections, documentation validation, project closeouts, etc.;
- Worked with assigned subgrantees to resolve issues, facilitate closeouts, etc.;
- Worked with subgrantees and Grant Specialists to facilitate funding through the Public Assistance Program for disaster-related issues;
- Prepared and submitted quarterly reports to FEMA and provided status updates on project/disaster issues;
- Conducted special projects and provided reports to management;
- Served as Recovery Missions Manager during activations and trained staff on activation protocols;
- Served as member of the Special Needs Sheltering Interagency Committee.

Florida Division of Emergency Management, Bureau of Recovery (2011 – 2011):

- Served as Community Assistance Consultant (Planner) and provided support to State Public Assistance Officer
- Actively monitored/tracked projects by subgrantees to resolve issues, facilitate closeouts, etc.;
- Monitored payment queues to identify potential issues;
- Served as liaison between subgrantees, Grant Specialists and Public Assistance Coordinators to facilitate funding and resolve issues relating to Public Assistance Program;
- Prepared and submitted quarterly reports to FEMA and provided status updates on project/disaster issues;
- Conducted special projects and prepared management reports;
- Served as member of the Special Needs Sheltering Interagency Committee.

Florida Department of Law Enforcement, Office of External Affairs (2007 – 2010):

- Served as Senior Management Analyst II (FDLE Policy and Procedures Coordinator)
- Served as Records Manager and Accreditation Liaison for Office of External Affairs;
- Managed web content for policy/cabinet-related issues and agency reports/publications;
- Managed special projects assigned by Executive Staff;
- Prepared letters, reports, certificates, presentations, etc.
- Serves as Commissioner's Correspondence Coordinator;
- Researched and analyzed issues and provide recommendations as needed;

- Assisted in the development and coordination of Quarterly Performance Reports, Quarterly Contract/Vendor Purchases Report, and Annual Performance Report;
- Assisted in facilitation of rule promulgation.

Florida Executive Office of the Governor (Office of Policy & Budget) (2007 – 2009):

- Served as Government Analyst II in the Public Safety Unit
- Tracked/reviewed legislative initiatives by preparing policy and fiscal analyses of proposed/enrolled bills;
- Monitored committee meetings and other legislative activities on issues and outcomes;
- Researched, monitored and assisted with issues pertaining to FL Dept. of Law Enforcement, Dept. of Legal Affairs, and the Florida Parole Commission;
- Conducted financial analysis of agency budgets, processed agency budget amendments, reorganization requests and other budget related issues;
- Assisted in preparing the Governor's Budget Recommendations;
- Represented the Governor's Office at meetings as needed;
- Prepared reports and presentations on special issues, conducted policy analysis and evaluation, and provided information and assistance to the Governor and senior staff.

CDR MAGUIRE

Tracy Doyle

Senior FEMA Recovery Specialist

PROFESSIONAL PROFILE

Ms. Doyle serves as a Senior Recovery Specialist for CDR Maguire. She has been involved in Disaster Recovery projects in Florida and Colorado. Currently she is assisting with the fiscal recovery for Jackson County, FL for DR 4177 – Severe Storms, Tornadoes, Straight-line Winds and Flooding of 2014. Previously she acted as an Associate Project Manager for Larimer County, CO, where she provided public assistance for DR-4145 – Severe Storms, Flooding, Landslides, and Mudslides of 2013. Prior to that, she provided public assistance on behalf of the State of Florida for DR-4068 Tropical Storm Debby, DR- 4084 Hurricane Isaac and DR- 4138 Severe Storms and Flooding in addition to closeout activities for the 2004-2005 Florida Hurricane season.

Her working knowledge of 44 C.F.R., EHP, procurement, expense tracking/documenting, RFR submission and closeout has enhanced Ms. Doyle's understanding of FEMA requirements in regards to project writing, obligation, funding, versioning and closeout.

Ms. Doyle believes that maximizing recovery builds resiliency so from the applicant level to the state level she works closely with our clients to assist with the development of their overall emergency management programs including grant management, fiscal support, planning, procurement, accounting practices and closeout procedures.

REPRESENTATIVE PROJECTS

Disaster Recovery Experience with CDR Maguire

DR-4177- Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Jackson County, FL:

- Serving as the CDR Maguire Grant Manager for this disaster with an anticipated fiscal recovery of over 25 million dollars.
- Helping pilot the Public Assistance Permanent Work Alternative Procedures (aka Sandy Recovery Improvement Act of 2013) on behalf of Jackson County, FL. which resulted in millions recovered
- Evaluate project worksheets to ensure scope of work is appropriate and eligible for reimbursement
- Review all of the County's procurement procedures to be sure they are compliant with FEMA procurement guidelines
- Confirm that the county has accurately established accounting codes to track all expenditures to specific projects and/or sites
- Review all financial documentation to ensure eligible expenses are tracked and can be validated for technical correctness, numerical accuracy and completeness before submission to the State for payment
- Ensures that all records are maintained and required reports are prepared regarding the status of awarded grants.

YEARS OF EXPERIENCE

CDR Maguire: Since 2014
Total: Since 1997

EDUCATION

Tallahassee Community College, FL
Valdosta State College, GA

CERTIFICATIONS & TRAINING

- EMMIE Training
- FL PA Training
- Type III Finance/Admin Section Chief
- FEMA Courses:
  - IS 100.b, IS 200.b, IS 230.d, NIMS-700, NIMS-800

TECHNICAL EXPERTISE

- Emergency Management Systems
- Grant Management
- Fiscal Support & Planning
- Public Assistance

- Determine where changes could be made and/or policies implemented to improve fiscal recovery
- Researched alternative funding sources such as CDBG and other grants

DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides - Larimer County, CO:

- Served as the CDR Maguire Associate Project Manager for this disaster working closely with FEMA, the state of Colorado and Larimer County to provide public assistance support throughout each phase of this disaster from writing project worksheets, preparing requests for reimbursement to verifying closeout documents
- Assisted Larimer County with tracking expenses and recovering costs associated with this disaster
- Evaluated project worksheets to ensure scope of work was appropriate and eligible
- Reviewed all financial documentation to ensure technical correctness, numerical accuracy and completeness before submission to the State for payment
- Ensured that all records are maintained and required reports are prepared regarding the status of awarded grants.
- Met with the State of Colorado and FEMA on a regular basis to track projects and provide any needed documentation and or clarifications to keep the projects on time and on budget
- Gathered data and determined where changes could be made and/or policies implemented to improve time and cost efficiency.
- Assisted with planning, grant management and training in several programmatic areas.
- Developed the Request for Reimbursement (RFR) process for the County and trained individuals on the how to submit RFRs.

Disaster Recovery Experience with Other Firms (Disaster Strategies and Ideas)

DR 4138 – Severe Storms and Flooding - The State of Florida

- Served as a Grant Manager / Planner for Disaster Strategies and Ideas to provide public assistance to applicants throughout the state of Florida.
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Prepared and mailed all P2 letters to applicants throughout the state to verify amounts obligated on their projects. The dates of these letters also marked the beginning of their appeal options.
- Supported the subgrantees in the federal appeals process by preparing, reviewing and monitoring appeals.
- Reviewed requests for reimbursement, processed payments to applicants and wrote plans to streamline fiscal methods.
- Conducted reviews of the all project worksheets for this event, including comparing documentation in FEMA's Emmie to FL PA, print out any documents not included in FL PA and scan them to a DSI hard drive and file a hard copy. Uploaded documents to FL PA when applicable.
- Reviewed all electronic documents to ensure they are accurate and complete, and that the correct support documentation was available when it is time to make payments to applicants and ultimately when the storm closes out
- Gathered data and determining where changes could be made and or policies implemented to save time and money in the future
- Maintained relationships with clients and provided excellent customer service.

CDR MAGUIRE

Tracy Doyle

Senior FEMA Recovery Specialist/

DR 4084 – Hurricane Isaac - The State of Florida

- Served as a Grant Manager / Planner for Disaster Strategies and Ideas to provide public assistance to applicants throughout the state of Florida.
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Prepared and mailed all P2 letters to applicants throughout the state to verify amounts obligated on their projects. The dates of these letters also marked the beginning of their appeal options.
- Supported the subgrantees in the federal appeals process by preparing, reviewing and monitoring appeals.
- Reviewed requests for reimbursement, processed payments to applicants and wrote plans to streamline fiscal methods.
- Conducted reviews of the all project worksheets for this event, including comparing documentation in FEMA's Emmie to FL PA, print out any documents not included in FL PA and scan them to a DSI hard drive and file a hard copy. Uploaded documents to FL PA when applicable.
- Reviewed all electronic documents to ensure they are accurate and complete, and that the correct support documentation was available when it is time to make payments to applicants and ultimately when the storm closes out
- Gathered data and determining where changes could be made and or policies implemented to save time and money in the future
- Maintained relationships with clients and provided excellent customer service.

DR 4068 – Tropical Storm Debby - The State of Florida

- Served as a Grant Manager / Planner for Disaster Strategies and Ideas to provide public assistance to applicants throughout the state of Florida.
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Prepared and mailed all P2 letters to applicants throughout the state to verify amounts obligated on their projects. The dates of these letters also marked the beginning of their appeal options.
- Supported the subgrantees in the federal appeals process by preparing, reviewing and monitoring appeals.
- Reviewed requests for reimbursement, processed payments to applicants and wrote plans to streamline fiscal methods.
- Conducted reviews of the all project worksheets for this event, including comparing documentation in FEMA's Emmie to FL PA, print out any documents not included in FL PA and scan them to a DSI hard drive and file a hard copy. Uploaded documents to FL PA when applicable.
- Reviewed all electronic documents to ensure they are accurate and complete, and that the correct support documentation was available when it is time to make payments to applicants and ultimately when the storm closes out
- Gathered data and determining where changes could be made and or policies implemented to save time and money in the future
- Maintained relationships with clients and provided excellent customer service.

CDR MAGUIRE

Joseph Gross

FEMA Recovery/Debris Specialist

PROFESSIONAL PROFILE

Mr. Gross currently serves as a Project Coordinator with the CDR Maguire. In this role, he serves in various leadership positions on debris and public assistance projects around the country. He has been a Project Manager, Field Supervisor, Data Manager and Team Lead for several projects.

Mr. Gross is a skilled communicator who's worked previously in broadcast. He has a depth of experience advocating on the best interests of his clients.

REPRESENTATIVE PROJECTS

DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides - Larimer County, CO: Served as Project Lead for 45,000+ cubic yard debris monitoring operation covering 5 different debris related projects. Provided training to all Larimer County personnel involved in the debris monitoring and PA process including monitors to ensure successful and compliant projects. Liaison between client, State of Colorado and FEMA Region 8 for the coordination and implementation of stream hazard removal project. ***His contributions played a key role in the creation and implementation of new FEMA policy and to the FEMA PEA "Redistribution and Removal of Hazards from Stream Corridors" dated March 2014.*** Was responsible for overseeing a Private Property Debris Removal program that involved up to 972 structures including monitoring that all Federal, State and local laws and procedures were followed. Additionally, served a liaison between client and homeowner to confirm they were well educated and informed about what is a very emotional and trying time.

DR-4166- South Carolina Severe Winter Storm, South Carolina Department of Transportation – Various Locations, SC: Served as an off-site consultant for team members for all debris related projects for the South Carolina Department of Transportation.

DR-4107- Rhode Island Severe Winter Storm and Snowstorm, Charlestown, RI: Project Lead responsible for overseeing a 2,000+ cubic yard debris monitoring operation with the identification and removal of hundreds of hazardous limbs.

DR-4089- Hurricane Sandy - Westerly, RI: Responsible for overseeing a debris monitoring operation of 140,000+ cubic yards of sand due to coastal storm surge. Dealt with complex issues involving multiple public entities owning and responsible for the sand

YEARS OF EXPERIENCE

CDR Maguire: Since 2014
Total: Since 2012

EDUCATION

BS – Sociology, University of Colorado, 2006

ICS-100, ICS-200, NIMS-700, NIMS-800

TECHNICAL EXPERTISE

- FEMA Public Assistance
- CDBG/CDBG-DR
- Case Management Counseling
- Debris Removal Monitoring
- Quality Assurance
- Data Management

Joseph Gross
FEMA Recovery/Debris Specialist

DR-4087- Hurricane Sandy - Clinton, CT: Responsible for overseeing a debris monitoring operation of 7,600+ cubic yards of debris in a shoreline Connecticut Community and for staff training, risk management, and supervision of field operations

DR-4080- Hurricane Isaac, Louisiana Department of Transportation and Development – Various Locations, LA: Served as Field Supervisor for a 300,000+ cubic yard debris monitoring operation covering all of Louisiana Department of Transportation and Development District 2. Assisted Metric Engineering, the prime consultant, with field supervision, assessments, training, risk management, and truck certification. Responsible for implementing and overseeing vehicle and vessel removal operation in which dozens of vehicles and vessels were decommissioned and disposed of properly in accord with all Federal, State and local laws and procedures. Supervised the operations for the Private Property Debris Removal program

CDR MAGUIRE

James A. Jackson, P.E.

Principal/Senior Engineer

YEARS OF EXPERIENCE

CDR Maguire: Since 1993
CDR Maguire: 1985 - 1989
Total: Since 1985

EDUCATION

BS – Civil Engineering
University of Rhode Island, 1985

ICS-100, ICS-200, NIMS-700, NIMS-800

PROFESSIONAL REGISTRATIONS

Professional Engineer: MA-42563, CT-18936, RI-5708, VI-1172E

ASSOCIATIONS/MEMBERSHIPS

- American Society of Civil Engineers

TECHNICAL EXPERTISE

- Project Management
- Marine Structure Design and Rehabilitation
- Piers, Wharves and Seawall Design and Rehabilitation
- Waterfront Redevelopment
- Cost Estimation
- Site Inspection
- Construction Administration

PROFESSIONAL PROFILE

Mr. Jackson has over 30 years engineering experience, which includes several years with CDR Maguire in the Land Development and Marine Department and several years of construction experience.

His land development experience includes design of site improvements including utilities, parking and drainage facilities and zoning and planning board permitting for various developments throughout New England.

His marine experience includes designing and analyzing various marine structures including bulkheads, piers and jetties. Involvement included initial site surveys, conceptual design, computation of budget cost estimates, state/federal permit applications, preparation of plans and contract documents, and construction administration and inspection. Construction experience includes major bridge construction and Superfund remediation.

REPRESENTATIVE PROJECTS

Construction Inspection / Program Management

Massachusetts Department of Conservation & Recreation: Under a term contract, CDR Maguire was select to provide professional services for the Massachusetts Department of Conservation & Recreation.

- Georges Island Electrical Review – Performed study of existing electrical loads for photovoltaic system. DCR Pools – Performed design and permitting services for separating pool drainage from the storm drains.
- DCR-Nickerson Combined Water & Electric – Performed design and permitting services for camp site water and electric system.
- CR-RV-Tanks-Construction – Performed design and permitting services to construct tanks for RV sewer pump out facilities.

Marine Engineering

Fox Point Hurricane Barrier - Providence, Rhode Island: Performed FEMA certification of the Hurricane Barrier. Certification was performed to certify that the Hurricane Barrier meets the requirements of CFR, Title 44, Section 65.10. Responsible for review of the design and operation of the pumping station, concrete dam structure, radial tainter gates, highway bridge abutments, earthen dikes, roadway gates and utility gates.

Bridgeport Maritime Complex, Connecticut Department of Economic & Community Development, Bridgeport CT: Provided project oversight for the design and construction of the Bridgeport Maritime Complex. Project oversight included review of construction documents for

consistency with codes, industry standards and project goals. Oversight of the construction administration included review of the bid process; review and approval of payment applications and change orders; and periodic construction observation with reports to the client. The project consists of the redevelopment of a former steel mill site for maritime related industries. Improvements to the site include site preparation; environmental remediation; construction of an assembly building; construction of piers and a bulkhead; and dredging.

Virgin Islands Port Authority (VIPA) Term Contract for Marine Engineering Services – US Virgin Islands: Provided project management services for design, permitting and construction administration on a wide range of marine-related projects for the VIPA. Project involvement included planning studies, conceptual design, CZM and ACE permitting, preparation of contract documents and construction administration for the following projects:

- Austin "Babe" Monsanto Marine Terminal Dredging and Pier Expansion Project - Crown Bay
- Svend Aage Ovesen Jr. Seaplane Terminal Bulkhead and Contaminated Soil Containment - St. Croix
- Wilfred "Bomba" Allick Port and Trans-Shipment Center Lighting and Cathodic Protection Projects
- Ann E. Abramson Marine Facility Service Pier Replacement Project - Frederiksted Cruise Ship Pier
- Gallows Bay Marine Terminal Planning & Drainage Studies - Christiansted
- Schooner Channel Dredging Project - Christiansted
- Edward Wilmoth Blyden IV Marine Terminal ADA Access Improvements – St. Thomas
- Urman Victor Fredericks Marine Terminal Custom Building, Pier and Parking Project – Red Hook

Bulkhead Replacement, Port of Galilee - Narragansett, RI: Responsibilities as Design Engineer included design development, preparation of construction documents and cost estimates through contract completion. Work included construction of a new anchored steel sheet pile bulkhead, replacement of the existing dirt parking with a paved parking area including upgrading of the existing stormwater drainage system with a state-of-the-art Vortex Stormwater Treatment System to comply with regulatory criteria to remove 80% of the total suspended solids and completion of all state and federal regulatory permit applications. Responsibilities also included construction management including full time construction inspection, review and approval of shop drawings and value engineering changes; negotiate change orders; review and approve contractor payment requests and monitor construction progress.

Civil/Site Engineering

East Somerville Community School – Somerville, MA: As the primary consultant, CDR Maguire provided Architectural and Engineering services to renovate a community school destroyed by a fire. The design work consisted of new additions and renovations of the two-story school building, with associated one-story assembly functions. Included in the project were new landscape developments, exterior recreation areas, play equipment, integral concrete colored pavement, new underground utilities, stormwater mitigation and sanitary sewer service and other site improvements. Responsible for developing and designing the projects site improvements including but not limited to new asphalt and concrete paving, retaining walls, underground utilities, stormwater drainage and other site improvements. In addition, he was responsible for preparing all civil drawings, cost estimates and technical specifications.

Quonset Business Park, Quonset Development Corporation (QDC) - North Kingstown, RI: Providing program management services for the design and construction of infrastructure improvements to the Quonset Business Park. Improvements included a railroad condition survey and track rehabilitation project; design and construction of roads and utilities to open more land for commercial development; construction of a maintenance and operations facility through the design/build process; and marine improvements including bulkhead design. Involvement included preparing requests for proposals to hire qualified design firms, selection of design consultants, managing the design contracts, managing competitive bidding to select a contractor, and construction administration services.

Crown Mountain Road Repairs, St Thomas USVI: Responsible for project management and design of repairs to a portion of the roadway that was washed out by Hurricane Georges. A mechanically stabilized earth wall was designed to retain the 16 foot high fill that was washed out in the hurricane. The drainage system was redesigned to prevent future washouts. This project includes preparation of construction plans, specifications and permits.

Gardner Lower Main Street Gateway Improvement Project; City of Gardner Department of Community Development and Planning - Gardner, MA: The Gardner Department of Community Development and Planning received a grant to assist with the development of an office building at the former industrial site at 354 Main Street. Provided design of a segmental retaining wall and related site improvements to prepare the 354 Main Street site for development. Work included preparation of contract documents including plans and technical specifications. Construction cost estimates were also provided.

Waste Management / Environmental Engineering

St Croix Transfer Station Project - Virgin Islands Waste Management Authority (VIWMA): CDR Maguire and their subconsultant, Gershman, Brickner & Bratton, Inc. (GBB) were selected by the United States Virgin Islands Waste Management Authority (VIWMA) to assist with planning and fast track procurement of a transfer station on St Croix to process all of the municipal solid waste generated on the island. Responsible for project management for the environmental permitting and preliminary design of the 300 ton per day transfer station and baling facility. Also responsible for assistance with the design-build-operate procurement and construction administration.

Southwest Landfill - Johnston, RI: Responsibilities included the preparation of technical specifications and a closure cost estimate for the licensing documents for this solid waste landfill.

Tybouts Corner Landfill Superfund Site - New Castle, DE: Quality Control Manager for the contractor on this superfund remediation project. This project consisted of consolidation and containment of a former municipal landfill, including construction of a slurry wall, installation of a RCRA cap and construction of a groundwater extraction and treatment system. Responsible for insuring all material and work was performed in accordance with the contract documents. Duties included preparing submittals of materials and procedures; educating inspection personnel on the quality control requirements of the contract documents; scheduling and coordinating all quality control inspection and testing; and providing daily reports of construction activity, inspection, and testing to the client.

Alternative Energy

VIWMA Waste-to–Energy Projects - Virgin Islands Waste Management Authority (VIWMA): The Virgin Islands Water and Power Authority (WAPA) issued an RFP to solicit proposals from developers to propose alternative energy projects to reduce the Territories dependence on fuel oil to generate electricity. WAPA selected a proposal from Alpine Energy to construct and operate waste-to-energy facilities on St Thomas and St Croix. Responsible for performing a due diligence review of the waste-to-energy proposal, including review of the proposed facility, site, associated equipment, and the Power Purchase Agreement. Assisted the VIWMA with negotiations for Solid Waste Service Contracts with the waste-to-energy developer and prepared appendices to the Service Contract.

RIWinds Feasibility Study; Rhode Island Economic Development Corporation (RIEDC): Performed preliminary design and cost estimating tasks for this feasibility study. The study was commissioned by the RIEDC to evaluate the feasibility of generating 15% of the electrical power used in the State of Rhode Island by wind turbines. Responsible for preliminary design of foundations for offshore turbines to determine appropriate foundations type and size and to determine allowable water depths for the potential offshore turbines. Performed preliminary site and foundation design for on land wind turbine projects. Prepared cost estimates for the civil and structural elements of the offshore projects.

CDR MAGUIRE

Dale Johnson

FEMA Recovery/Debris Specialist

PROFESSIONAL PROFILE

Mr. Johnson has over 24 years of construction related experience performing transportation construction inspection and transportation construction inspector supervision. He has worked primarily on construction projects consisting of roadway, bituminous, concrete, structures, and drainage. He has also worked on emergency management projects.

REPRESENTATIVE PROJECTS

DR-4085- Hurricane Sandy – Albany, NY:
Corrected past mistakes and issues regarding FEMA projects. Worked with sub-grantees to ensure all damages are included in the scope and prepared new versions as needed.

DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides - Larimer County, CO:
Assessed and quantified flood damage for FEMA Public Assistance and FHWA Emergency Relief funding.

DR-4166- South Carolina Severe Winter Storm, South Carolina Department of Transportation – Various Locations, SC:
Supervised inspectors monitoring cleanup in compliance with FEMA requirements. Served as operations manager over truck certification of parts Aiken County.

DR-4177- Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Jackson County, FL:
Conducted site visits, prepared scope and detailed damage reports and assisted with quantized damages.

SR 18-D10/Y20, SR 21-K10, and SR 2019-B20 in Greene County, PennDOT District 12-0 (TCIS-1). This design/build project includes replacement of 4 bridge structures within Greene County. This project is for the design, removal and replacement of four (4) existing structures and associated roadway work. The roadway rehabilitation includes bridge approach slab installation, approach roadway work necessary to transition back to the existing alignment, MPT with temporary traffic signals, guiderail upgrades, and other miscellaneous work. The project includes replacement of 2 bridges and other miscellaneous construction. Mr. Johnson's duties included supervising two inspectors and the office person, and inspection and documentation of all construction activities.

SR 0018-20F in Greene County, PennDOT District 12-0 (TCIS-1). This Economic Recovery Project was a Design-Build Modified Turnkey project that included full replacement of a structurally deficient concrete I-beam bridge carrying SR 0018 over a Branch of Browns Creek. The new

YEARS OF EXPERIENCE
CDR Maguire: Since 1997
Total: Since 1989

EDUCATION
Business Administration, Penn Commercial School of Business, 1989

TECHNICAL EXPERTISE
- Debris Removal Monitoring
- Construction Inspector Supervision
- Documentation of Construction
- Construction Inspection

TRAINING
Trench Shoring Services Safety in Excavation Course

PennDOT District 12-0 2013 Winter Construction Conference

ICS-100, ICS-200, NIMS-700, NIMS-800

CERTIFICATIONS
ACI Concrete Field Testing Technician - Grade I #00142452

PennDOT CDS NextGen Operator #8ANGRR
Nuclear Gauge #4973

structure was constructed on the existing horizontal and vertical alignments. Throughout construction traffic on SR 0018 was maintained by half-width construction. This project included design, demolition, and replacement of the existing structure carrying SR 0018, to accommodate 11' lanes, a 5' left shoulder and a 3' right shoulder, with minimal roadway work. The roadway rehabilitation consisted of bridge approach slabs, drainage enhancements, approach roadway work necessary to tie-in the new structure (full-depth pavement reconstruction and resurfacing), MPT, guiderail, signing, and pavement markings. Duties included inspection and documentation of all roadway construction activities.

SR 0065-A38 and SR 0079-A40–A45 in Allegheny County, PennDOT District 11-0. (TCIS-1). This project included construction services on a combination design-build and design-bid-build for SR 65 A38, I-79, Sections A44 and A45 (Ramps B1 and B2 in Glenfield Borough) and I-79, Sections A40, A41, A42, and A43 (Ramps D, E, H, and J in Neville Township). The design-build portion consisted of pavement reconstruction and bridge preservation on SR 65 and adjoining ramps. The design-bid-build component consisted of 6 ramps with pavement patching, drainage, overlay and bridge preservation work. The project length is a distance of approximately 4.43 miles in Glenfield Borough and Neville Township. Mr. Johnson's duties included supervising the inspection staff and inspection and documentation of all roadway construction activities.

SR 0188-D10 in Greene County, PennDOT District 12-0 (TCI-2). This Children's Home Bridge project consisted of an 89-foot bridge replacement with a new precast box beam bridge with integral abutments and predrilled piles in Morgan Township, with a 13-mile detour in place. This project involved the replacement of an existing structurally deficient single span closed spandrel reinforced concrete arch bridge built in 1925. The existing structure carries SR 0188 over Ruff Creek. This project also involved minor roadway approach work along SR 0188. Responsibilities included inspection and documentation of all construction activities.

SR 0079-15R in Greene County, PennDOT District 12-0 (TCIS-1). This Smoother Roads project included milling, resurfacing, bridge preservation, concrete patching, guiderail, MPT, and other miscellaneous construction for approximately 2 miles (four lanes) on I-79 near Waynesburg, PA. The project also consisted of milling and resurfacing from north of the long wall mining panel to just south of State Route 21 for approximately 2 miles. Duties included the monitoring of the inspection staff and inspection and documentation of all the items of work, primarily associated with the roadway items.

Mon/Fayette Expressway, Section 51C, Uniontown to Brownsville, PA Turnpike Commission (TCIS-2). This project included the construction of two, 2-span composite I-beam bridges, and 2.5 miles of four-lane limited access concrete roadway. As Office Manager, Mr. Johnson's duties included input data, reports, compute quantities and estimates, progress meetings, sources of supply material certifications, and EEO compliance.

Mon/Fayette Expressway, Section 51A2, Uniontown to Brownsville, PA Turnpike Commission (TCIS-2). This project included the construction of approximately 1.5 miles of four-lane limited access concrete roadway including construction of a diamond interchange and connection to local infrastructure. The project consisted of construction of two new bridge structures. This project also included asphalt placement and sampling and testing of concrete for drainage roadway and structure items. Duties included supervision of the inspection staff and inspection and documentation of the construction.

SR 2008-L03 in Lawrence County, PennDOT District 11-0 (TCIS-2). Project involved the replacement of a culvert on SR 2008. Inspection duties included culvert replacement, approach work, base repair, shoulders, and bituminous overlay.

Mr. Johnson also worked on the following projects for PennDOT (Districts 1-0, 4-0, 11-0, and 12-0) and the PA Turnpike Commission as a TCI, TCIS, or CDS Operator/Office Manager:

- PennDOT District 1-0 SR 0099 Project in Erie County (04/04 - 10/04)
- PennDOT District 1-0 SR 0079-A05 & SR 0080-A05 Projects in Mercer County (04/03 - 10/03)
- PennDOT District 1-0 SR 0027-01M Project in Warren County (03/03 - 04/03)

CDR MAGUIRE

Dale Johnson

FEMA Recovery/Debris Specialist

- PennDOT District 1-0 SR 4034-A51 Project in Erie County (04/02 - 11/02)
- PTC Mon/Fayette Expressway, SR 0043, Section 52G, in Washington Co. (10/99 - 04/02 continuous); Mon/Fayette Expressway, SR 0043, Section 52B2 in Washington Co. (04/99 - 10/99); and Mon/Fayette Expressway, SR 0043, Section 50C in Fayette Co. (12/97 - 12/98 continuous)
- PennDOT District 12-0 SR 119-13R Project in Fayette County (06/97 - 12/97)
- SR 3051-1M in Westmoreland County (04/97 - 06/97)
- Lackawanna Industrial Highway in Lackawanna County (04/94 - 04/97 continuous)
- PennDOT Fort Pitt Tunnel Façade Project in Allegheny County (08/93 - 01/94)
- SR 0051 paving project in Allegheny County (03/93 - 08/93)
- PA Turnpike Paving Project from Milepost 6.13 to 8.89 (04/92 - 10/92)

Tidal Basin
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DANIEL A. CRAIG

EXPERIENCE SUMMARY:
Daniel A. Craig is the CEO of Tidal Basin Holding, Inc., a national consulting firm specializing in supporting governments with their pre and post-disaster recovery programs. Tidal Basin works with state and local governments, and not-for-profits, helping them meet their recovery needs by providing experienced disaster recovery staff and proven grant management processes.

Dan served as Director of the Recovery Division for the Federal Emergency Management Agency, part of the United States Department of Homeland Security. He was appointed by President Bush in 2003 and was responsible for overseeing the Federal government's recovery efforts on all Presidential declared events including the Space Shuttle Columbia crash, the wildfires of 2003, and the hurricanes of 2004 and 2005.

Before being the Director of the Recovery Division at FEMA, he was the Regional Director for the New England area (Region I), where he was responsible for all FEMA mitigation, preparedness, response and recovery, and training activities in the six New England state region. Mr. Craig was also Executive Director of the Eastern Regional Office at the United States Chamber of Commerce and a Legislative Representative and Grassroots Specialist for the National Rural Electric Cooperative Association. There he handled issues of federal emergencies, transportation, technology, privacy and energy.

Dan currently serves on the Disaster Recovery Contractors Association as the Chairman of the Board. The association dedicated itself to the ensuring the professionalism of the disaster recover contracting industry through training and strengthening public private partnerships. Dan also served on the Board of Directors of Beck Disaster Recovery and formerly served on the Board of Directors for the Charter Oak Chapter of the Red Cross (Hartford, CT), and the Boston Federal Executive Board. He was formerly the Governor's representative to the American Red Cross' Board of Governors and on the Board of Advisors for Boston University's emergency management certificate program.

Tidal Basin

EDUCATION

Master of Business Administration, 2009
Central European University, Budapest, Hungary

Master of Business Administration, 2008
West Lafayette, Indiana

Bachelor of Arts, Political Science, 1993
Purdue University West Lafayette, Indiana

ACHEIVEMENTS AND AWARDS

Beck Disaster Recovery, Inc. Board of Directors, Board Member
Orlando, Florida November 2006 – April 2009

American Red Cross, National Board of Governors, Governor Representative
Washington, District of Columbia
February 2004 – October 2005

American Red Cross, Charter Oak Chapter Board of Directors, Board Member
Farmington, Connecticut October 2002 – February 2004

Greater Boston Federal Executive Board, Board of Directors, Board Member October 2001 – October 2003

Homeland Security Committee, Chairman
November 2002 – October 2003

Recipient of the Chairman's Award for Leadership May 2003

Boston University Board of Advisors, Emergency Management Program
Boston, Massachusetts May 2004 – June 2006

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DANIEL A. CRAIG

PROJECT HISTORY:

New York University Langone Medical Center, Principal in Charge, 2012-present. Serve as the firm principal in charge for one of the largest Private not for Profit FEMA Public Assistance grants in history. Ensured that the project staff was supported by corporate resources to ensure success for the client. Also acted as the Subject Matter Expert for FEMA PA 406 program and the implementation of the new FEMA PA 428 program. Worked with FEMA and the State of New York on developing the 428 program in a manner that would be successful for each entity while maintaining the integrity and intent of the Public Assistance program.

North Shore LIJ System - Staten Island University Hospital and Southside Hospital, Program Manager, 2012-present. Served as the program manager and technical expert for North Shore LIJ for the post Superstorm Sandy disaster recovery and mitigation programs. Oversaw the Tidal Basin team which provided grant management, grant writing, benefit cost analysis and program compliance expertise on the $45 million programs.

Mount Sinai Medical Center, Program Manager, 2006-present. Oversee Tidal Basin's project plan implementation for the $44 million dollar post disaster recovery. Programs include the successful melding of the FEMA 406 PA, 406 mitigation and 404 mitigation programs related to structural repair, utility generation and resiliency of the hospital. The long term project has tracked and reconciled funding across six disasters while ensuring the compliance with all FEMA program requirements.

WORK HISTORY:

Tidal Basin Government Consulting, LLC President and Co-founder, 2006-present. Founder and President of consulting firm which specializes in government consulting for local and state governments related disaster recovery, focusing on FEMA recovery programs. Manage the firms various projects, ensuring client's programs meet expectations, budget and overall goals. Expert in government affairs related to the U.S. Congress and Federal agencies. Oversee the firm's administrative and financial functions.

Disaster Recovery Contractors Association, Chairman of the Board, 2007-present. Founded trade association which represents private sector companies in the emergency management industry before the media, U.S. Congress, Executive Branch agencies, and the Administration. Association works with FEMA to ensure private sector participation in disaster relief as a measure to control costs and improve quality.

United States Department of Homeland Security Federal Emergency Management Agency Director, Recovery Division, 2003-2005. Appointed by President George W. Bush as Director of Recovery for the Department of Homeland Security on October 25, 2003. Responsible for the management of a division with peak staff of nearly 7200 in 15 permanent and 30 temporary locations. Lines of business which directly reported include: customer service and processing centers, home inspection services, temporary housing, public property repair/restoration, individual assistance grant program and quality assurance & evaluation. In 2004, division obligated more than $5.4 billion to individual victims and public sector for damages from more than 120 Presidential declared disasters, emergencies and fires, while processing

more than 2.5 million applications from victims through its National Disaster Processing Centers. Oversaw Federal government recovery efforts from the destruction caused by the major hurricanes of 2004.

Director, Department of Homeland Security FEMA Region I, Boston, Massachusetts, 2001-2003. Appointed by President George W. Bush in September 2001 and sworn-in as Regional Director for the New England Area, October 8, 2001. Responsible for all FEMA recovery, mitigation, preparedness, response and training activities in the six state New England Region. Managed 85 full-time staff and 350 disaster reserve staff while overseeing the re-organization of FEMA response, recovery and part time employee staff. Established new employee assessment, development and recruiting programs after National Labor Relations Board oversight of an American Federation of Government Employees no vote for unionizing regional employees. Developed a regional strategic plan to accomplish national priorities and goals, including new regional initiatives to the private sector and key stakeholders.

United States Chamber of Commerce Executive Director, Eastern Regional Office Stamford, Connecticut, 1999-2001. Managed the Stamford based regional office for the world's largest business federation, which represents more than 3 million businesses of all sizes. Responsible for legislative, political, chamber-member, corporate-member, and media initiatives of U.S. Chamber in New England, New York, New Jersey, Delaware, Maryland, and West Virginia. Re-established the U.S. Chamber's relationships with Corporate Members, Chambers of Commerce Members and Trade Association Members after the Eastern Regional Office had been closed for four years. Established a regional grassroots network and a regional government affairs committee to accomplish the organization's political and legislative goals.

National Rural Electric Cooperative Association Legislative Representative Arlington, Virginia, 1997-1999. Responsible for lobbying Capitol Hill and the Administration on issues key to the Washington-based electric cooperative trade association. Directly handled the issues of Electric Restructuring, Transportation, Emerging Technologies, Federal Emergency Funding, and Privacy. Provided issue briefings on legislation to Internal Staff, National Directors, and Member Organizations.

Grassroots Specialist Arlington, Virginia Educated and trained key contacts and advocates on how to develop a grassroots advocacy network in their electric cooperatives. Recruited key contacts for a nationwide grassroots system. Developed a training course to teach cooperative directors, employees and activists how to become a "citizen lobbyist". Participated in weekly PAC meetings to help determine political and financial strategy. Developed and coordinated NRECA sponsored training schools for candidates for public office. Promoted to Legislative Representative in January 2000.

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ANNE COMPSON, JD

Ms. Compson is skilled in areas of recovery project and program development and management; environmental, safety, and security compliance management; emergency planning and response; and technical documentation development; as well as DHS, DOT, NRC, EPA, OSHA, and state and local compliance program design and development, and related project management. Ms. Compson has extensive experience providing compliance support for government entities and industry.

Ms. Compson has provided grant administration, project management, recovery program management, NEPA compliance consulting, and other services to multiple local and state governmental entities throughout the Gulf Coast in the wake of Hurricanes Katrina, Rita, Gustav, and Ike, including the City of New Orleans, the New Orleans Regional Transit Authority, the Texas General Land Office, the Texas Department of Rural Affairs, and the City of Biloxi, Mississippi; immediate response and recovery support following tornadoes in Alabama and Indiana; and long-term recovery and closeout management. Performance tools she has developed for her clients have been identified as Best Practices. Her project management has been commended by FEMA personnel as aiding in the recovery process.

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EDUCATION

Juris Doctor, with emphasis in environmental law, 1990, Washington and Lee University School of Law, Lexington, Virginia

Bachelor of Arts, Major in English Language and Literature, 1987, University of Virginia, Charlottesville, Virginia

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

Louisiana State Hazardous Waste Management Contractor's Qualification, May 1999

Tennessee Bar Association, Fall 1993 (Inactive)

Virginia Bar Association, Fall 1990 (Inactive)

U.S. Bankruptcy Court, November 1990

ADDITIONAL TRAINING

Project Management Tools and Techniques

FEMA IS-700 National Incident Management System (NIMS)
FEMA IS-800 National Response Plan
FEMA IS-631 PA Operations
FEMA IS-814 ESF 14 – Long-Term Community Recovery (self-study)
FEMA IS-860 Introduction to the National Infrastructure Protection Plan
FEMA IS-860.a National Infrastructure Protection Plan

WORK HISTORY:

New York Rising Community Reconstruction (NYRCR) Program, New York Governor's Office of Storm Recovery (subcontractor to Louis Berger) Ms. Compson conducted reviews of proposed projects for the NYRCR Program under the community planning areas of Staten Island, South Valley Stream, Five Towns and Bay Park – East Rockaway for the availability of potential funding sources under Federal, State and private funding programs other than CDBG-DR funding under the NYRCR Program. Over 70 projects were reviewed.

Dillard University Public Assistance Program Closeout, Dillard University, New Orleans Louisiana. Ms. Compson is the Deputy Program Manager and PA Program Specialist on project to assist Dillard University in meeting FEMA objectives for Hurricane Katrina closeout as stated in Final Recovery Meeting

Initiative; reconciling insurance and other funding sources for recovery projects; identifying and obligating additional disaster related work; developing strategies for use of Special Projects to provide university maximum flexibility and reimbursement for the recovery program; and documenting and advocating for the university.

Tulane University Final Recovery Meeting Initiative – Hurricane Katrina/Rita, New Orleans, Louisiana. Ms. Compson was a PA Program Consultant supporting Tulane's implementation of the FEMA/GOHSEP Final Recovery Meeting Initiative to identify and complete any revisions in project scope or costs necessary to complete the recovery work and move to closeout. Services included review of over 250 existing PWs in comparison to completed scopes of work and costs for development of revised scope and actual project costs for PW Version Requests. This involved research of PW history and prior funding; research of Tulane Accounting and Maintenance records and databases; developing version scope, cost estimates and supporting documentation for submittal to FEMA; and development of Requests for Improved Projects.

Louisiana Governor's Office of Homeland Security and Emergency Preparedness, Hazard Mitigation Program Subject Matter Expert (subcontractor to Cohn Reznick). Ms. Compson provided subject matter expertise and advice on initiative to improve and standardize the Louisiana agencies processes and procedures for administration of hazard mitigation grant programs under the Stafford Act. The project addressed personnel assignments, development of procedures and job aids, document and information management and training/qualification recommendations for the life-cycle of grant administration, from application to closeout.

State of South Dakota Office of Emergency Management, FEMA Public Assistance Close Out – PA Close Out Specialist (subcontractor to SAIC). Ms. Compson supported the State of South Dakota Office of Emergency Management in preparation for project and recovery program close out following declared disasters for flooding and severe winter storms in 2010. Ms. Compson coordinated with PA subgrantees to evaluate individual project readiness for close out by FEMA. As projects are submitted by subgrantees requesting close out, Ms. Compson reviewed the documentation of project completion and expenditures against the scope of work and cost items defined in the Project Worksheet. She then defined the degree of deviation as a percentage of costs by type (Force Account Equipment, Contract, Materials, etc.) and overall Project Worksheet value and made recommendations to the State and subgrantee for how to resolve the issue or deviation. Coordination between the State and subgrantee continued until the issue was resolved and the project ready for submittal to FEMA for close out.

Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), SOLA The Next Mile of Transformation - Subject Matter Expert/Project Manager. Ms. Compson served as SME/PM for the project to improve business processes and increase efficiency of GOHSEP long-term recovery program, focusing on administration of the PA Program administering $11 billion in grant funding following Hurricanes Katrina/Rita. Services to the client include identifying and prioritizing current needs to define future tasks broadly classified in to the following topics: Manpower, Business Process, Technology support and Stakeholder readiness; development of a Sanctions and Reconsideration Policy and related toolkit for communication of key triggers; revising and finalizing existing PA Disaster Recovery

Specialist (DRS) certification program, including training content and delivery and test coordination and expansion of skills development program across the PA Program; reviewing current processes and productivity in PA Program to recommend appropriate staffing levels; and advising on issues related Grantee stewardship of PA funding based on experience and knowledge of the PA Program and benchmarking with other States for Best Practices and funding management innovations.

State of Alabama, Major Disaster DR-1971-AL, State Public Assistance Coordinator/Crew Leader. Acted as State PA Coordinator for State of Alabama Emergency Management Agency after declaration of major disaster DR-1971-AL after occurrence of severe storms, tornadoes and straight line winds on April 28, 2011. Responsible for representing the State of Alabama in negotiation of PA Grants and providing advocacy and technical assistance for PA Applicants/subgrantees. Coverage area included Jefferson and St Clair Counties and encompassed over 50 applicants and the preparation of hundreds of Project Worksheets covering costs incurred in execution of emergency protective measures (Categories A and B) and permanent repair or replacement of damaged facilities (Categories C through G). Also provided consult and advocacy to Applicants/subgrantees on securing recovery services and funding through other federal agencies such as FHWA and USACE.

New Orleans Regional Transit Authority, Special Community Disaster Loan (SCDL) Cancellation Application and Appeal Preparation. Project Manager and Lead Consultant on project to assist the New Orleans Regional Transit Authority in preparing Application for cancellation of Special Community Disaster Loan received after Hurricane Katrina. The Authority had received approval for cancellation of $13 million of $47 million loan at the beginning of the project. During review, basis for full cancellation of $47 million loan was identified and revised Application developed.

City of New Orleans, Department of Public Works – Principal Compliance Specialist/Project Manager. Provided post-Hurricane Katrina FEMA PA Program consulting and support for review of FEMA policy and disaster-specific memoranda for disasters involving flooding and inundation of roads and related infrastructure issued over the last 15 years. The Director of Public Works for the City of New Orleans maintains that FEMA has under-identified disaster related damage to streets, sidewalks and related infrastructure because of unreasonably narrow eligibility determinations. FEMA also refused to consider "non-visible" damage to pavement sub-base and drainage facilities. Negotiations are ongoing and action includes development of version request to add additional damages and damage that has become visible since the disaster and appeal of FEMA determinations.

Texas Office of Rural Community Affairs (ORCA) – Subject Matter Expert. Assisted in development of a guide to Long-Term Community Recovery Planning for small rural communities impacted by Hurricanes Ike and Dolly. The guide focused on identification of potential recovery resources, development of relationships between private and public stakeholders, and optimization of federal, state, and private recovery funding sources.

Texas General Land Office (TGLO), Austin, Texas – Recovery Program Manager. Supported the agency in transitioning from disaster response to recovery following Hurricanes Ike and Dolly. Services provided

include development of a document management system for response and recovery-related projects; advising the agency on issues of work eligibility, including determination of legal responsibility, demonstration of necessity and reasonable cost, and identification of disaster-related damage; supporting inter-agency coordination necessary due to complex jurisdictional boundaries of state and local governments over coastal infrastructure; and providing advice and consult on other FEMA PA Program-related issues.

New Orleans Non-Federal Aid Road Hurricane Damage Assessment Project, New Orleans, Louisiana. Project Manager for staff augmentation/inspection/data management/consulting project to perform damage identification , assessment and cost estimation for flood, debris removal, and demolition related damage to local roads resulting from Hurricane Katrina and subsequent flood control system failures. Project involved conducting windshield surveys and subsequent detailed visual assessments to identify and characterize disaster-related damage eligible for disaster recovery grant funding under the FEMA PA Program. Over 13,000 street segments were inspected in a six week time period, meeting the FEMA deadline for damage identification and reporting. Additional preliminary engineering analysis was also conducted that resulted in the development of 51 PA Grants equaling $46 million in eligible repair items.

New Orleans FEMA Public Assistance Program Project Control—Program Manager. Managed team of approximately eight professional Disaster Recovery Specialist. Coordinate with Chief Administrative Office and Office of Recovery Management to develop overall PA Strategy and formulate effective plan to implement strategy. Develop project scopes of work and cost estimates in accordance with State and Federal requirements for FEMA Project Worksheet development. Track PA Grant Program and provide regular status reports to appropriate Departments. Submit Reimbursement Requests to include all necessary documentation in accordance with State and Federal requirements. Draft Appeals, Time Extension Requests, Improved Project Requests, and Alternate Project Request. Develop PA issues resolution strategies and present to City, State and FEMA officials. Coordinate and Perform Facility Scope Alignment with FEMA, State, and City officials. Alignments identify additional damages missed during initial assessment.

City of Biloxi Infrastructure Recovery Program Management Contract, Biloxi, Mississippi. Deputy Program Manager for design and execution of a long-term infrastructure recovery program to complete repair and replacement of municipal water distribution, wastewater collection and storm water drainage infrastructure caused by Hurricane Katrina. Total project value at the initiation of the program was $380 million and expected to increase to at least $450 million. Duties included development of an internal document and information management protocols to track labor and material costs back to individual projects, expense submittals, task assignment and performance by team members, offsets or reductions in submitted Project Worksheets, payments received, etc. Duties also included facilitating and leading bi-weekly project meetings attended by City of Biloxi personnel and team members, representatives from the Mississippi Emergency Management Agency, FEMA representatives, and City of Biloxi representatives; researching and preparing appeals of unfavorable determinations; assisting with damage assessments and cost estimates for prompt development of Project Worksheets; assisting with procurement in compliance with applicable Federal requirements; and liaison with FEMA and State PA

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Michael Corkill-Bomgaars	
Education	BS, Social Science, Emphasis on Geography and Geology, Oregon College of Education/Western Oregon University
Years of Experience	25+
Relevant Experience	• Project Specialist FEMA Public Assistance Program for Hurricane Katrina in LA, Hurricane Ike in TX as well as Severe Storms/Flooding in SD, ND and TN o Written Category A- G Project Worksheets o Performs CEF estimates on small and large projects o Acted as interim PAC for Richland County, ND; Assists applicants through the FEMA Public Assistance process including conducting damage assessments, applicant exit interviews and closeout meetings o Performs construction monitoring and change order validations o Performs validation of Direct Administration Costs and Close Out Incentives o Applicants include county and city facilities, universities and school districts, PNPs including fire and police, roads and bridges, parks and recreation, historic preservation projects and utility infrastructure (sewer, water and electric) • Construction Manager/Project Manager with a strong background in commercial and residential cost estimating. Duties included: o Detailed plan review, analyzing and identifying potential design errors then developing solutions o Preparation of accurate project construction estimates and budgets o Establish realistic construction schedules o Solicit and secure sub-contractor involvement, clarifying scopes of work, author and issue contracts o Clearly communicate with owners, design professionals, superintendents and sub-contractors throughout the construction process o Monitor and promote job site safety activities o Ensure project quality control o Review monthly financial reports o Process, code and approve monthly draw requests o Complete project closeout • Participated in long-range community planning • Performed damage assessments and detailed estimates on multi-million dollar facilities including housing authorities and government facilities • As the Executive Director for the Housing Redevelopment Authority of Douglas County, MN, utilized Small City Block

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	Grant Program (SCBG), which is part of Community Development Block Grant (CDBG) program • Developed various community rehabilitation, economic development enterprise zones, industrial parks, and municipal utility infrastructure projects through SCBG • Authorized and administered numerous successful SCBG projects as one of the most successful grant writers in the State • Solely responsible for the full accounting, record keeping, and Federal and State compliance monitoring for various SCBG projects • Served as a consulting member of the Minnesota Housing Finance Agency (MHFA), which was charged with developing policies and procedures for the implementation of a variety of community and economic development programs • Authored and administered federally funded rental subsidy projects • Planned and developed several Community Development Block Grant projects • Developed and supervised the construction of several low-income public housing projects
Employment History	• iParametrics, LLC, Construction Manager (2008 – Present) • Colton Constructors, Inc., Project Manager/Commercial Estimator (2006 – Present) • Master Builders of West Central MN, Project Manager/Estimator (2003 – 2006) • Srock Construction, Project Manager/Estimator (2000 – 2003) • Miltona Builders Supply, Inc., Estimating (1996 – 2000) • Housing/Redevelopment Authority of Douglas County, MN, Executive Director (1980 – 1995)

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Christopher Berti	
Current Employer	iParametrics
Position	Senior Hazard Mitigation Specialist
Years of Experience	18
Professional Certifications and Licenses	Certified Floodplain Manager (inactive) Certified FEMA Trainer
Relevant Experience	• Seasoned mitigation, PA and IA expert with over 18 years of FEMA, state and local disaster-related experience • Extensive background working with FEMA in authoring Standard Operating Procedures, providing Mitigation Counselling and as a FEMA qualified instructor • Provided technical assistance and advice to local communities on floodplain management and the National Flood Insurance Program • Served as the Mitigation Staff Supervisor for a 32-person team helping the State of Louisiana to implement their $1.9 billion Hazard Mitigation Grant Program • Provided oversight of the training of State staff to build capacity within the Governor's Office of Homeland Security and Emergency Preparedness • Provided technical advisory services to the State of Louisiana's Hazard Mitigation Officer on all FEMA funded mitigation programs including implementation of the Reconstruction Pilot Program and Expanded Planning Pilot Program, both of which are new initiatives having never been implemented previously • Assisted the Port of New Orleans in the creation of their Hazard Mitigation Plan to qualify for HMGP Funding and assisted them in the scoping of HMGP Projects for future funding possibilities • Authored the Sabine Parish, Louisiana Hazard Mitigation Plan Update • Authored the Allen Parish, Louisiana Hazard Mitigation Plan Update • Team Lead for the State of Louisiana Hazard Mitigation Plan Update • FEMA HMTAP Lead for the Review of 103 North Carolina Hazard Mitigation Plans • Supervised a crew of 5 Hazard Mitigation personnel in managing the 404 Grants Administration, 406 Mitigation, and administrative activities for Hurricane Ivan, Dennis, Wilma, and Katrina within FEMA's Western Area Field office • Served as fuels mitigation contractor for 15 million dollar project for planning, implementation and completion of a very complex fuels mitigation project

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Christopher Berti	

	• As a FEMA Hazard Mitigation Officer, performed the duties of Project Manager and author for the OCGFC Individual Mitigation Project Plan with a total budget of $28,000,000 of Housing and Urban Development and Hazard Mitigation funds
	• Served as Project Lead for FEMA's Hazard Mitigation Grant Program and Supplemental Funding Projects in Louisiana and North Carolina. Responsible for evaluating projects submitted by the states, the determination of project eligibility, the allocation and obligation of project funds, conducting Benefit Cost Analysis on these projects and assisting the states in developing fiscal status reporting formats to comply with federal regulations
	• Assisted in the development of local Mitigation Plans, including the plans developed by Los Alamos County and surrounding Tribal Governments. These plans identified hazards, outlined projects and timelines to mitigate these hazards, and identified potential funding sources for each project. Examples of the projects outlined in these plans are Wildland Interface Fuels Management Projects, Flood Damage Reduction Projects, Acquisition/Relocation Projects, etc.
	• Responsible for the development, planning and creation of the Defensible Space Program within the urban interface of Los Alamos County
	• Instrumental in the development and implementation of the policies and procedures governing both the Community and Individual Mitigation Programs contained in the Cerro Grande Fire Assistance Act.
	• Developed Hazard Mitigation publications for distribution to the public and performed as a public speaker promoting Mitigation measures
	  ○ Developed several presentations for FEMA Staff, local communities and the States of Maryland, North Carolina and New Mexico. Successfully developed education programs on mitigation and took these programs to the schools
	  ○ A speaker on a regular basis with local community survivor groups, city council meetings, county survivor meetings, and local open houses on Wildfire Mitigation issues. Demonstrated experience in speaking to television and radio spots as well as all interested civic and professional groups, and Tribal Governments

Employment History	• iParametrics, Hazard Mitigation SME (2013 – Present) • The Mitigation Specialists, Owner (1999 – Present)

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Christopher Berti	
	• AMEC Earth and Environmental, Director of Response and Recovery (2009 – 2010) • James Lee Witt Associates, Hazard Mitigation Staff Supervisor (2006 – 2009) • FEMA, Hazard Mitigation Group Supervisor (2005 – 2006) • TMS, Inc., Project Manager (2001 – 2005) • FEMA, Hazard Mitigation Officer/Disaster Assistance Employee (1997 – 2001)
Presentations and Publications	• Presenter at the 2005 & 2006 Small Woods Conference in Forest Fuels Mitigation Practices • Presenter at the 2007 SHMO Conference in Hazard Mitigation Plan Updates • Presenter at the 2008 Louisiana Hurricane Conference in Mitigation Practices • Co-Author of FEMA Best Practices in Florida, 2004

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Gerald Page	
Education	EMI: Ops 1, CEF, PW Writing, Mitigation FEMA IS 100, 200, 700 and 800 Chief Fire Officer's Management Course, USAF Senior Noncommissioned Officer Academy, Command Noncommissioned Officer Academy, USAF
Years of Experience	40+
Professional Certifications and Licenses	Fire Inspector II-III, Fire Officer II-IV, Hazmat Incident Commander, Fire Instructor II, Certified First Responder

Relevant Experience	• Supported FEMA Public Assistance on 9 disasters since 2008
	  o Project Specialist for Severe Storms and Flooding in Colorado
	  o Project Specialist for Hurricane Ike and Severe Storms and Flooding in Texas
	  o Project Specialist for Severe Storms and Flooding in North
	  o Project Specialist/Team Lead for Flooding in South Dakota
	  o Project Specialist for Severe Storms, Flooding and Tornadoes in Iowa
	  o Debris Task Force for Severe Storms, Tornadoes, Straight-line Winds and Flooding in Mississippi
	  o Building Specialist for Severe Storms and Tornadoes in Massachusetts
	  o Marine Debris Task Force for Hurricane Sandy in New Jersey
	• Determined extent of debris in all the waterways in the State of New Jersey, consisting of 280 miles of shoreline
	• Determined eligibility for debris removal per FEMA Recovery Policy RP9523.5
	• Oversight of 5 debris personnel assigned to monitor removal for the New Jersey Northern region consisting of 70 miles of shoreline. Oversight responsibilities included keeping a running removal count, checking daily Sit Rep and observing contractor operations consisting of sand/sediment removal, testing for contaminants and trucking the contents to the final disposal site
	• Participated in the FEMA pilot program "Project Clean Sweep"
	  o Debris included Private Residential Property, Public Property and Commercial Property
	  o Observed demolition, debris removal, debris disposal process at designated sites, and debris monitors to ensure proper recorded quantities
	  o Assisted the US Army Corps of Engineers with eligibility issues

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	○ Provided assistance as needed to the Army Corps of Engineers, Debris Removal Contractors, Mississippi Emergency Management Agency, County Officials, Local Town Officials and Local Residents ○ Assisted FEMA team leaders with debris removal including public property and right of ways, quantity estimates, observation of debris monitors and disposal, insuring proper contract bidding and insuring proper methods for calculating costs and quantities were utilized • Developed Category A, B, C, E and G Project Worksheets • Conducted over 1700 damage assessments, primarily roads, for two counties in North Dakota. Site visits included asphalt and gravel roads, concrete and steel culverts, levee demolitions, lift station pumping damages and debris • Conducted road assessments on 1800 sites and developed Category C PWs in Iowa • Conducted damage cost estimates and PW Validations • Developed HMGPs • 37 years of experience in fire protection and served as a Fire Chief from 1982 to retirement • Significant experience with structural inspections, asbestos removal, Hazmat response and a strong knowledge of building codes
Employment History	• iParametrics, Construction Inspector 3 (2008 – Present) • Pennsylvania Air National Guard ○ 193rd Special Operations Wing, Fire Chief (1997 -2008) ○ 171st Air Refueling Wing, Fire Chief (1982 – 1997) ○ National Guard Fire Specialist (1973 – 2008) ○ US Air Force, Fire Protection Specialist (1970 – 1973)

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Gary Viola, PE	
Current Employer	iParametrics
Position	Sr. Civil Eingeer
Education	MBA, Marshall University BS, Engineering of Mines, West Virginia University
Years of Experience	30
Professional Certifications & Licenses	Registered Professional Engineer – WV Utility Manager – GA
Relevant Experience	• Over 30 years of experience in project management, design, contract management and disaster recovery • 8 years of experience with Public Assistance for state and federal disasters • Served as Marine Debris Task Force Lead for Hurricane Sandy in New Jersey working with one applicant, New Jersey Department of Environmental Protection (NJDEP), to remove waterway debris from the bays and tidal influenced bodies of water, rivers, creeks and streams in the State of New Jersey • As Marine Debris Task Force Lead, duties included assisting NJDEP to formulate bid documents for waterway debris removal, debris monitoring & Program Management contracts; developing a team of waterway specialists and strategies to effectively and efficiently provide oversight to the NJ State Waterway Debris removal project within FEMA policy guidelines; and developing estimates for volumes of vegetative debris, construction and demolition (C & D) debris, vessels, vehicles, household waste, and sand for development and formulation of project worksheets • Managed a team of 3 Leads in the field with each lead having a five man team of Waterway Specialists reporting to them; this team covered the entire NJ coastline which encompasses 840 miles of water front comprised of the ocean, bays, and tidal influenced rivers and creek • Assisted the Office of Central Council Advisor on preparation of policy briefs for questions regarding the marine debris task force and NJ Department of Environmental Protection • Worked with the NJDEP, NJDOT and the sub-applicant to determine the volume of eligible sand removal in three regions; attended meetings with upper management to resolve debris removal issues • Performed technical reviews of large and complex Category A (Debris) Project Worksheets • Conducted site visits to all debris storage and reduction sites and landfills • Served as the Debris Subject Matter Expert and Advisor • Served as a Public Assistance Coordinator, Project Specialist and State PAC for Hurricanes Katrina, Rita, Gustav/Ike and Isaac in Louisiana, and severe storms and flooding in Colorado

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	• Conducted damage assessments various types of facilities and structures including water treatment plants, wastewater treatment plants, water and sewer lines, polishing ponds, sewer lift stations, levee pump stations, government facilities, roads and bridges, historic buildings and parks with ponds and pavilions • Developed all categories of Project Worksheets and PW Versions • Reviewed PWs accuracy of damage description and dimensions, eligibility of scope of work within FEMA policy, and cost • Developed estimates and assisted the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) technical assistance, i.e. cost reasonableness analysis, and cost estimating format for large projects • Selected to participate as a voting member of a FEMA Source Selection Evaluation Board, comprised of four (4) professional engineers, to rank and recommend qualified engineering firm to evaluate the conditions New Orleans Sewer and Water Board's sewage systems • Participated in review and determination of eligibility for hazard mitigation measures under 406 and 404 programs • Provided utility and project management expertise for engineering design and construction firms installing water and wastewater mains, force mains and water related appurtenances for public systems and mechanical, electrical and plumbing design for commercial buildings and hospitals • Provided construction, management and design consulting services to contractors in various industries to improve construction methods, overcome technical problems , and assist in implementing management control in residential and commercial construction, water and sewer installation, telecommunications and property development • Director of Engineering and Project Manager for civil construction projects including water, sewer and road construction • Designed and implemented the construction of a monolithic dome village including all infrastructure, roads, permits, and interior detail • Program Manager and Staff Engineer for the West Virginia Bureau for Public Health, a state agency responsible for the Safe Drinking Water Program and training water and wastewater operators in treatment plants throughout West Virginia • Reviewed and approved plans for water plant construction, retrofits, upgrades and water line extensions • Worked with Central Office and District Office Engineers performing water and wastewater plant inspections, sanitary surveys and location surveys of water wells • Developed and obtained approval for statewide wellhead program from USEPA which involved obtaining interdepartmental state

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	agency, statewide local government, legislative and federal approval
Employment History	• iParametrics, Civil Engineer 3 (2006 – 2009, 2012 – Present) • James Lee Witt & Associates, Contractor (2010 – 2012) • Desmear Systems Inc., Project Manager (2004 – 2005) • Gerald L. Davis & Associates, Project Manager (2002 – 2004) • Adesta Communication, Inc., Project Manager/Engineering Manager/Construction Manager/Contracts Manager (1998 – 2002) • JACO Electric, Operations Manager/Project Manager (1997 – 1998) • Union Concrete Products, Director of Engineering/Project Manager (1995 – 1997) • West Virginia Bureau for Public Health, Office of Environmental Health Services – Environmental Engineering Division, Program Manager/Staff Engineer (1989 – 1995)

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Richard Brady, AICP	
Education	Masters of City Planning, San Diego State University BA, Urban Studies and Planning, University of California San Diego Additional Training: IS100, 200, 700, 800, 546 and 547; PA Operations I & II, Cost Estimating Format; Debris Workshop; EMMIE; FEMA L253, Coordinating Environmental and Historic Preservation Compliance
Years of Experience	15
Professional Certifications and Licenses	AICP – American Institute of Certified Planners
Relevant Experience	• 15 years of planning disaster recovery and project management experience • Under the FEMA Public Assistance program worked as a PAC, Project Specialist, Task Force Lead/Deputy Group Lead, Arbitration Specialist, Appeals Specialist, Planning Specialist and EHP Specialist • Hurricane Katrina, Louisiana: • Selected by FEMA HQ Policy Branch Chief to be a Deputy Group Lead in New Orleans • As the Deputy Group Lead, managed 40 staff in the preparation of hundreds of public infrastructure grants worth over $600 million in four of Louisiana's most devastated parishes • Assisted in the administration of a special task force assigned to the City of New Orleans • Project Specialist assigned to OIG audit responses and preparing PWs for a variety of projects including Direct Administrative Costs (DAC), debris removal, and building replacements • Served as an Arbitration/Audit Specialist on the POST team • Hurricane Ike, Texas: • PAC and Task for Leader with oversight of 30 staff and preparation of more than 1,000 sub-grantee applications representing over $100 million in recovery grants • Served as the TAC Team Lead in Texas and helped prepare TAC evaluations and fulfill backfill and demobilization requests • FEMA Region VI Arbitration/Appeals Support: • Drafted initial briefs responding to Katrina- and Rita-related arbitration cases • Drafted second appeal responses for Region X on behalf of FEMA HQ • Worked closely with FEMA PA management and the Office of Chief Counsel (OCC) to refine arbitration response briefs and prepare for hearings

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	• Advised the FEMA HQ Policy Branch Chief on a new 9500 series policy that will define eligible "damage" under the Stafford Act • Upon conclusion of arbitration hearings, sent to LRO to establish an internal arbitration review procedure and manage a small team • FEMA Group Site Planning Criteria: Developed scalable group site planning criteria for FEMA in response to a hypothetical need to house up to 150,000 people within 60 to 90 days of catastrophic event. FEMA used portions of the Plan in Louisiana during the Hurricane Pam exercise in 2004 • San Diego County Operational Area Recovery Plan: Wrote this plan for the County of San Diego Office of Emergency Services. The Recovery Plan defines responsibilities, establishes a recovery organization, defines lines of communications, and was designed to be part of the statewide Standardized Emergency Management System (SEMS) in compliance with the NIMS • San Diego Operational Area Evacuation Plan: As Project Manager, worked with county emergency services personnel, city police and fire departments, and special needs providers to develop an all hazards evacuation plan for the County of San Diego; primary hazards addressed in the plan included wildfires, earthquakes, tsunami, and bio-terrorism. Ensured that the planning process included representations of organizations that serve special needs groups, such as the elderly, disabled, non-English speaking residents and migrant workers • City of Santee Emergency Operations Center (EOC): Served as the Planning Section in the City of Santee's EOC. In October 2007, four major fires spread across San Diego County burning nearly 300,000 acres and destroying or damaging 1,350 homes and 100 businesses. The fires forced the evacuation of over 500,000 people, including residents of the City of Santee • City of Poway Emergency Operations Plan (EOP) and EOC Procedural Manual: The Poway EOP was last revised in 1991 and required significant updating to include County procedures resulting from the 2003 wildfires as well as elements of the SEMS and NIMS. The updated EOP and associated EOC manual includes changes modeled in the County's Operational Area Emergency Plan • Managed EOPs for the cities of San Diego, Santee, and Coronado • County of San Diego Strategic National Stockpile (SNS) Distribution Warehouse and Transportation Plans: In the event of a bioterrorism attack or disease outbreak, the CDC

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	can deliver SNS medicine and supplies to any state within 12 hours. Initial SNS resources will be delivered to a designated County distribution warehouse. The SNS Plans establish operational procedures to activate and manage the local distribution warehouse within four hours of notification to receive the SNS resources, store them temporarily, conduct inventory control measures, stage them for delivery, and track these resources as they are transported to points of dispensing located throughout the County • City of Aliso Viejo General Plan Environmental Impact Report (EIR): The Program EIR analyzed the environmental effects of the expected development and projected population at buildout of the General Plan. The environmental impact analysis was based on the change between development conditions existing in 2003 and those projected for buildout of the General Plan, including the addition of 1,738 dwelling units and 2.3 million square feet of commercial, office, and light industrial uses • Paseo at San Diego State University EIR: The Mixed-use 11-acre redevelopment project consisting of 470 apartment units, 250,000 square feet of retail, and 100,000 square feet of office space including a two-level underground parking garage • Junipero Serra High School EIR: The EIR analyzed the environmental effects of development of 29.2 vacant acres into institutional and educational uses. Specific proposed uses included a performing arts complex, gymnasium, aquatic center, several sports fields, basketball and tennis courts, and a pedestrian bridge and plaza linking two sections of the project separated by a four-lane roadway. The location was identified as a culturally significant Native American village and burial site and cultural resources remained on site • City of El Centro General Plan EIR: The Program EIR analyzed the environmental effects of the expected development and projected population at buildout of the General Plan. El Centro Planning Area contains approximately 25 square miles of land (or about 16,000 acres) and is located near the Mexican border • Performed over a dozen other CEQA and NEPA projects for private and public sector clients in California • Prepared the Public Policies section of the San Diego Regional Analysis of Impediments to Fair Housing Choice (AI) for all 19 County jurisdictions; analyzed the public policies of the County's 19 jurisdictions to identify impediments to fair housing choice under federal fair housing law and make a series of recommendations to remove these impediments

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	• Developed a cost-efficient process for updating Carlsbad Housing Element and Consolidated Plans involving the preparation of a comprehensive housing and community development needs assessment that satisfied both State and federal regulatory requirements. The HUD Consolidated Plan regulation was modeled after the California Housing Element law; significant overlap exists between the two requirements • La Mesa Housing Element and Consolidated Plan: Helped the City of La Mesa become the first San Diego jurisdiction to win certification of their Housing Element from State HCD for the 2005-2010 cycle • Mission Viejo Consolidated Annual Performance and Evaluation Report (CAPER): The CAPER provides a general assessment of HUD-funded activities undertaken during the year to address priorities, goals, and objectives identified in the City's Consolidated Plan. In addition, actions taken to affirmatively further fair housing, provide affordable housing, address the Continuum of Care and leverage resources are described in the report. The remaining sections of the CAPER address specific projects and accomplishments in the HUD CDBG, HOME, and ADDI programs • Performed over 50 additional housing and community development projects for cities and counties in California
Employment History	• iParametrics (2015 – Present) • CPDS, President (2010 – Present) • Independent Contractor (2008 – 2009) • Associate Planner, City of Santee, CA (2007 – 2008) • Environmental Project Manager, URS (2006 – 2007) • Sr. Associate, AECOM (2002 – 2005) • GIS Technician, UC San Diego (2001 – 2002)

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W. Brett Barclay	
Current Employer	iParametrics
Position	Senior Consultant/Disaster SME
Education	BS- Civil Engineering, University of Florida
Years of Experience	25
Professional Certifications and Licenses	Certified FEMA Instructor – Train-the-Trainer, PA OPS I and II, Cost Estimating Format NAVFAC Level I Contracting Officer – A-E, Construction, and Facility Support Contracts

Relevant Experience	• Extensive disaster recovery and FEMA Public Assistance experience
	• Over 25 years of Project Management, Contingency Operations and Business Development experience
	• Managed over $1.4 billion in disaster recovery and military-related projects
	• Successfully led and supported proposal teams to win over $700 million in new contracts
	• Project Director at Fluor Corporation for the Public Assistance Technical Assistance Contract
	  o Provided full oversight of four nation-wide contracts in support of FEMA's operations
	  o Directed PA operations for the recovery efforts in Louisiana associated with Hurricanes Katrina and Rita
	  o Managed over 250 task orders with revenue of over $800 million dollars, 2.7 million labor hours
	  o Successfully led team through 3 contract re-competitions
	  o Served as Lead PA Program Instructor and Training Advisor to State and Federal officials for multiple disaster recovery operations. Courses included PA Operations I & II, Cost Estimating Format, and Train-the-Trainer
	  o Served as the Technical Assistance Contract (TAC) Liaison to the State and Federal Public Assistance Officers for Hurricanes Charley, Ivan, and Jeanne to develop and implement resource mobilization, training, and program management strategies throughout the State of Florida
	  o Served on the special Texas Medical Center Task Force for PA Program and recovery following Tropical Storm Allison in Houston, Texas. The Task Force provided specialized PA Program knowledge and expertise to assist State and Federal officials in developing policies and procedures to address unique and disaster-specific challenges
	• Managed numerous high profile projects including an award winning $335-million project to restore critical infrastructure in post-war Iraq; $120-million in design and construction management services for the Defense Threat Reduction

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	Agency; and $40-million/year base operation support services for U.S. Navy and Marine Corps installations in Jacksonville, Florida
	• Officer for the US Navy providing project management for O&M, engineering and construction projects throughout the world
	  o Expeditiously rescued multiple problem-ridden projects through careful management and shrewd negotiations to restore contractor progress, improve quality, and reduce costs by more than 25%
	  o Successfully developed and executed $20-million/year facility O&M, engineering, and construction projects across Southeast Asia resulting in increased capabilities and cost savings of more than $500 thousand/year
	  o Planned and managed several key civic action projects and support operations throughout Micronesia

Employment History	• iParametrics, Program Manager/Disaster SME (2014 – Present) • Fluor Corporation, Project Director/Project Manager/Capture Manager (2000 – 2013) • US Naval Civil Engineering Corps, Public Works Officer/Officer in Charge (1987 – 2000)
Awards and Affiliations	• Fluor Hugh Cobel Award for Project Excellence • Navy Commendation Medal (2 awards) • Chief of Naval Operations, Letter of Commendation • Navy Achievement Medal (2 awards) • American Ambassador to Singapore, Letter of Appreciation • Seabee Combat Warfare Specialist • Project Management Institute, Individual Member • American Society of Civil Engineers, Affiliate Member • Society of Maintenance & Reliability Professionals, Individual Member • International Facility Management Association, Associate Member

personnel to advocate and troubleshoot on behalf of the City of Biloxi.

New Orleans Regional Transit Authority (RTA), New Orleans, Louisiana. Grant Administrator/Project Manager for the New Orleans Regional Transit Authority (RTA) for design and implementation of an agency program for obtaining PA from FEMA for damage and losses incurred from Hurricane Katrina. Program supported the development and submittal of over $140,000,000 in Project Worksheets. Duties included development of an internal data management system to track Project Worksheet status, expense submittals, task assignment and performance by team members, offsets or reductions in submitted Project Worksheets, payments received, etc. Duties also included facilitating and leading weekly project meetings attended by RTA personnel and team members, representatives from the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), representatives from FEMA, and representatives from the Federal Transit Authority; researching and preparing appeals of unfavorable determinations; assisting with obtaining damage assessments and cost estimates to facilitate prompt development of Project Worksheets; assisting with execution of procurement in compliance with applicable Federal requirements; gathering and submitting documentation of incurred costs through the Louisiana PA website; and liaison with FEMA and State PA personnel to advocate and troubleshoot on behalf of the RTA.

Tidal Basin
INTEGRITY | QUALITY | RESULTS

STEVEN GLENN

SUMMARY

- 24 years of experience managing large-scale disaster planning and response/recovery programs. Mr. Glenn has trained local governments and private agencies in disaster planning, response, recovery and mitigation activities; coordinated local emergency planning committee activities; and trained, planned, conducted and evaluated large-scale disaster exercises.
-
- Mr. Glenn currently serves as Project Manager within the joint venture "Vanguard Emergency Management" of which Tidal Basing Government Consulting is a founding partner. This contract (valued at $150M) provides housing inspections services in across the United States in support of FEMA's Individual Assistance program.
-
- As Infrastructure Branch Chief for FEMA Region IV, I oversaw the implementation of the Public Assistance Program for eight states totaling $7.6 billion in federal disaster funding. I served Recovery Chief and Disaster Recovery Manager for the 2004 Florida Hurricanes and well as Hurricane Katrina within the State of Mississippi.
-
- As the Deputy Chief of Operations for the North Carolina Emergency Management Agency, he managed $250 million in FEMA grant programs and implemented the nation's first quality assurance program for the Public Assistance Program.
-
- **WORK HISTORY:**
-
- **Tidal Basin Government Consulting**
- FEMA Housing Inspection Services. This $150 Million dollar contract serves to support disaster housing inspection services across the United States. Mr. Glenn currently serves as project manager for this multi-million dollar contract overseeing all daily readiness activities. He also coordinates all proposal responses and ensure the proper execution as well as closeout of all disaster task orders issued under this project.
-
- **The Louis Berger Group, Inc.**
- As Vice President, Mr. Glenn oversaw a multi-million dollar division practice providing disaster planning, response, and recovery activities. Our clients include local, state, and federal governments. I served as project manager for the joint venture Vanguard Emergency Management providing direct contract support services to the Federal Emergency Management Agency.
-
-
- **Atkins North America, Raleigh, NC**
- As Vice President and Operations Manager, Mr. Glenn oversaw a multi-million dollar practice designed to provide comprehensive emergency management services to federal, state, local, and private clients across the United States. Mr. Glenn served as a senior manager responsible for sales, budget development, operations management, and growth for the division. In that position, Mr. Glenn oversaw three (3) practice groups that delivered pre and post disaster planning, training, hazard mitigation, evacuation planning, risk analysis, response, and recovery activities nationwide. Project wins included:
-
- IA-TAC III (2009 – 2013). This $375 million readiness contract covers FEMA's Bravo sector, including the northeastern states between Maine and Minnesota. Services include individual assistance to victims of presidentially declared disasters, such as temporary housing, pre-disaster planning, storm Mr. Glenn provided management oversight to support operational readiness

EDUCATION

BA, 1988, UNC-Pembroke, Pembroke, NC

ADDITIONAL TRAINING AND CERTIFICATIONS

IS-100.b (ICS-100): Intro. To Incident Command System
IS-600: Special Considerations for FEMA Public Assistance Projects
IS-631: Public Assistance Operations I
IS-632: Introduction to Debris Operations
IS-700.a: National Incident Management System (NIMS)
IS-800.b: National Response Framework
FEMA COTR Course
FEMA PA Ops II
FEMA Environmental Considerations
State Coordinating Officers Course

AFFILIATIONS

National Emergency Management Association
International Association of Emergency Managers

CLEARANCE

MBI
Top Secret (FEMA) exp.

and activity as well as contact management.

- IA-TAC II (2006 – 2009). As principal-in-charge, Mr. Glenn directed the deployment of 100+ personnel in response to four presidentially-declared disasters, most recently assisting victims of Hurricane Ike in Galveston, Texas. He oversaw site assessment and inspections, staging and support, group site design, general construction, and facility management and installation. Project Cost: $250M (contract capacity).
- Technical Assistance Contractor for Public Assistance First Appeals, FEMA, Washington, DC. Under this IDIQ contract, Mr. Glenn worked with FEMA regional offices to review, analyze, and develop draft responses to appeals filed with FEMA Regional Administrators under the public assistance program. Analysis included project eligibility, scope of work alignment, cost estimation review, and project timeline review.
- Alabama Public Assistance Support for 2011 Tornado Outbreak, Alabama Emergency Management Agency (AEMA), Clanton, AL. In the aftermath of the tornado outbreak that occurred in late April of 2011, the AEMA activated its existing contract with Atkins so that our team can provide FEMA Public Assistance Program support. Tasks involve the coordination of public assistance activities and assignments, technical support on insurance issues, coordination on environmental issues relating to recovery projects, individual assistance mission support, and financial advising involving assistance with any AEMA-required reporting and compilation of daily field personnel reports for submission. Mr. Glenn served as principal-in-charge and senior policy advisor
- Mississippi Hurricane Katrina Public Assistance Program Support, Jackson/Biloxi, MS. Mr. Glenn oversaw the delivery of FEMA's Public Assistance program support to the Mississippi Emergency Management Agency.
- Mississippi Alternative Housing Program Management Services (Hancock, Harrison, and Jackson counties), Mississippi Emergency Management Agency. This project involved working with the State of Mississippi (in partnership with FEMA, HUD, and other public and private entities) to develop, implement, and evaluate an alternate housing pilot program for selected residents in Mississippi coastal counties that were heavily impacted by Hurricane Katrina. Atkins worked with local governments, private not-for-profit agencies, and financial institutions to provide holistic long-term housing solutions for disaster survivors within the state. Mr. Glenn served as principal-in-charge providing senior management oversight of the design/construction phase of the project as well as installation and deactivation of housing units.
- **Federal Emergency Management Agency (FEMA), Atlanta, GA**
- As branch chief, Mr. Glenn oversaw disaster recovery efforts for eight states involving damaged infrastructure facilities (public assistance). He coordinated disaster response activities as operations officer for a national response team. He managed 12 full-time employees and 87 reservists. He oversaw disaster recovery project management/grant programs totaling almost $1 billion and developed national response plans for large-scale events including:
- Hurricane Katrina – Recovery Chief (State of MS)
- Space Shuttle Columbia – Field Representative for FEMA's Assistant Administrator of Response.
- 2004 Hurricanes – Infrastructure Branch Chief for all hurricanes affecting the state of Florida.
- **North Carolina Emergency Management Agency, Raleigh, NC**
- As deputy chief of operations, Mr. Glenn managed the disaster recovery program for the state of North Carolina. He supervised disaster project management activities for 400 applicants totaling almost $750 million, served as state coordinating officer, and governor's authorized representative. Mr. Glenn managed up to 65 employees during the height of program activities, implemented the nation's first quality assurance program for disaster recovery programs, and served as deputy operations chief for the state response to Hurricane Floyd. He also developed disaster recovery plans for the state of North Carolina.

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STEVEN GLENN

- **North Carolina Emergency Management Agency, Raleigh, NC**
- As area coordinator, Mr. Glenn managed disaster planning, response, recovery, and mitigation efforts across two area offices. He coordinated state emergency response activities within these areas totaling 50 counties. Mr. Glenn coordinated risk analysis activities and assisted local jurisdictions in disaster planning activities. He served as chairman of emergency planning boards for two nuclear power plants, as well as a training officer responsible for training local governments and private industry in disaster planning, response, recovery, and mitigation activities, and coordinated local emergency planning committee activities.
-
- **Forsyth County Emergency Management Agency, Winston-Salem, NC**
- As hazardous materials specialist, Mr. Glenn oversaw/managed the county's first hazardous materials team. He provided comprehensive disaster planning to local governments and private industry. Mr. Glenn also managed the Superfund Amendment and Reauthorization Act (SARA), Title III compliance for the county and served on the local emergency planning committee
- *Benefit cost analysis procedures and training.* Mr. Pardue was URS's lead in developing BCA protocols in the context of the FEMA's Pre---Disaster Mitigation Program, and taught numerous classes nationwide in BCA.
- *Mr. Pardue also managed scores of FEMA task orders during his tenure at URS, including multiple large scale post disaster efforts, such as residential substantial damage estimations for thousands of properties following Tropical Storm Allison (Houston) and data verification after Hurricane Floyd (North Carolina and elsewhere).*

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MICHAEL J. ROBERTS

EXPERIENCE SUMMARY:

Michael J. Roberts is a planner with TBGC with a primary focus and expertise in disaster preparedness, management, and recovery. He has consulted local and state governments on emergency planning, exercise design, as well as training, outreach, and education campaigns.

Previously, Mr. Roberts served as an Emergency Management Specialist and Director of the Training and Exercise Division for the City-Parish of East Baton Rouge in Louisiana. In doing so, he demonstrated his expertise in emergency preparedness, mitigation, and recovery while managing the training curriculum for public safety officials throughout the City-Parish and adjoining parishes.

Tidal Basin

EDUCATION

Master of Science in Geography, Major: Climatology / Minor: Disaster Science and Management, 2010, Louisiana State University, Baton Rouge, LA

Bachelors of Science, Business Administration, 2004, Louisiana State University, Shreveport, LA,

ACHEIVEMENTS AND AWARD

National Citizen Corps "Preparing the Public" Award, 2010

ADDITIONAL TRAINING AND CERTIFICATIONS

Project Management Professional (PMP) Certification – Nov. 2013

Certified Emergency Manager (CEM) Certification – Application pending

Louisiana Emergency Manager (LEM) Certification

Homeland Security Exercise & Evaluation Program (HSEEP) Certification

WORK HISTORY:

Tidal Basin Government Consulting, Regional Director

Steuben County, NY (November 2013 – Present)

- Conducts interviews, analyzes gaps, and makes recommendations on improvements

Pawlet, VT Tabletop Exercise (Oct 2013 – Present)

- Planning and designing a TTX examining preparedness activities and capabilities of response to a major flood
- Works with stakeholders for data collection and community buy-in

LSU Charity Hospital Hyperbaric Chamber Relocation (2013 – Present)

- Coordinating PW development and working with stakeholders to mutually agree to cost estimation

New York State Office of Emergency Management (2012 – August 2013)

- Supported the State of New York with public assistance following impacts of Hurricane Sandy, as a member of the Critical Infrastructure Transportation Task Force
- Responsible for writing and reviewing over $25 Million in Project Worksheets for NYC public agencies with a focus on damages to roads, sidewalks, bulkheads, streetlights, and park lights
- Coordinated with applicants and FEMA on a daily basis to ensure the accuracy of damage descriptions and scopes of work for damaged areas throughout the 5 boroughs of New York City
- Conducted damage verification during site inspections, accompanied by applicant representatives and FEMA

Virginia Department of Emergency Management COOP (Apr 2012 – Aug 2012)

- Managed a team of emergency planners to analyze the progress of COOP plans for government agencies (117) throughout Virginia

- Conducted quality assurance/quality control (QA/QC) for all COOP plan assessments
- Tracked assessment progress and motivated planners to meet aggressive deadlines

New Jersey Office of Homeland Security and Preparedness (Jan 2012 – Nov. 2012)

- Provided managerial services for the New Jersey Turnpike Exit 14 and Port NJ/NY critical infrastructure resiliency projects. Supervised daily tasks and deadlines, coordinated the field, and conducted QA/WC
- Led, coordinated, and scheduled outreach to private, critical infrastructure entities to bridge gaps between them and the state government, as well as to gather crucial data needed for disaster simulations in the Decision Support Tool
- Responsible for document control and drafting the various documents submitted to the client throughout the project to track the team's progress

The Winmill Group, Various Clients, Senior Associate

- Designed and conducted the emergency planning and exercise series for Kansas City, Missouri in preparation for the 2012 Major League Baseball All-Star Game
- Develop tools, templates, and other resources for use by stakeholders to assist with the implementation of emergency preparedness activities
- Authored the inaugural Terrorism Incident Plan for the State of Louisiana in May 2011
- Lead the development of outreach and implementation strategies for public preparedness and education campaigns
- Consult senior state and local officials on the development of strategic policies for governments on all levels regarding terrorism and all-hazards to be utilized for state and local emergency operations plans and procedures
- Employ knowledge of emergency preparedness and management as well as homeland security policies, legislation, and directives to accomplish specific tasks related to community preparedness, training, and exercises
- Use extensive knowledge of HSEEP and National Exercise Program (NEP) for development of multi-year exercise programs for all levels of government

East Baton Rouge Mayor's Office of Homeland Security and Emergency Preparedness (MOHSEP), Baton Rouge, LA, Emergency Management Specialist

- Overall Project Manager for the FEMA - National Award Winning "Red Stick Ready" Program for emergency preparedness education to private businesses and citizens
- Developed and implemented the innovative "Red Stick Ready Business" program, encouraging private sector entities to reach measured emergency preparedness goals
- Conducted public outreach and education activities promoting emergency preparedness - Trained more than 3,000 local children for Junior Community Emergency Response Team (Jr. CERT) in 2010
- Implemented preparedness programs and developed educational materials for different stakeholder groups
- Coordinated and conducted dozens of emergency preparedness training sessions for area citizens
- Developed new partnerships and sustained existing partnerships both internal and external to East Baton Rouge Parish to advance the mission of community preparedness and develop partner engagement at all levels of government
- Director of MOHSEP Training and Exercise Division - coordinated curriculum, needs assessments, training courses, and exercise planning meetings
- Project Manager for biennial River Bend Nuclear Station FEMA-graded exercise

Tidal Basin
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- Conducted multiple exercise planning meetings which included numerous local and state public safety senior officials
- Analyzed and identified gaps, redundancies, and shortfalls in planning and training areas during mock scenarios
- Led emergency planning, response implementation, AARs, risk and threat assessment, and shelter-in-place planning
- Assisted in writing strategy, goals and objectives in accordance with the Urban Area Security Initiative (UASI) grants
- Consultant to public safety and private sector agencies in the development of COOP Planning

SKILLS:

- Emergency Management and Homeland Security Policy and Programs
- Gap and Risk Analysis
- HSEEP Training and Exercise Design and Delivery
- Project Management and stakeholder management
- COOP /Business Continuity Policy and Programs
- Strategic Planning

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Wendy Duncan	
Education	MS - Construction Management BS - Civil Engineering Technology, Structures, Southern College of Technology
Years of Experience	25
Professional Certifications and Licenses	Utility Manager Alabama Insurance Adjuster Certified FEMA CEF Instructor

Relevant Experience	• Participated in 57 disaster response, recovery and closeout deployments since 1993
	• Performed training in debris operations and cost estimating on 23 disaster deployments
	• Disaster related positions include Branch Chief, Deputy PAO, Task Force Lead, PA Crew Leader, Project Specialist, Closeout Specialist, Incident Costing Specialist, QA/QC Reviewer, Technical Specialist, Debris Specialist, CEF Instructor, as well as State-level DPAO, PAC and Project Officer
	• Subject Matter Expert in the fields of Public Assistance, hazard mitigation, insurance adjustment practices and laws, debris management and estimating. Skilled planner and organizer with the ability to work across multiple agencies
	• Over 15 years of disaster management experience with 8 years supervising closeout
	• Supervised team members to ensure FEMA guidelines and general administrative policies associated with each state and incident were followed; authored, refined and implemented disaster specific guidelines
	• Management of PA and closeout efforts including:
	  o Provided project status reports and correspondence logs
	  o Forecasted spend plans for closeout
	  o Review DAC cost elements and confirmed contracts and task orders were in compliance and on time
	  o Conducted quarterly progress meetings with States
	  o Evaluated team progress and projects.
	  o Evaluated project documentation and determine if a request for supplemental funds or PW versions for compliance with the original scope of work
	  o Reviewed obligations of PA grants and monitor un-liquidated obligations for each grant
	  o Coordinated environmental reviews for improved projects with State, FEMA's Office of Environmental and Historic Preservation and other Federal agencies
	  o Reviewed project status, draft progress reports and coordinate noncompliance issues with the State and FEMA
	  o Reviewed project scope and compliance, final costs, eligibility for alternate and improved projects, and draw down/progress of payments for large projects

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	○ Conducted final reconciliations • Wrote Special Hazard Mitigation Cost Proposals for debris suspended in 688 miles of waterway as a result of inland flooding • Wrote 404 Hazard Mitigation Grant Proposals for 9 tornado shelters and 6 emergency generators • Wrote Project Specific Hazard Mitigation Proposals for permanent work PWs in compliance with State of Virginia's plan and goals for mitigation • Wrote Benefit-Cost Analyses for 24 bridge raises in Vermont • Developed thousands of 406 proposals on every deployment • Reviewed and evaluated existing plans for disseminating information about changes in FEMA programs and its content. Determined and presented these changes in a national venue explaining the new program's elements and policies • Analyzed issues of effectiveness, efficiency and productivity of substantive mission oriented programs • Developed detailed plans, goals and objectives for long range implementation and administration of the PA program to bring a fast and speedy completion of recovery efforts in varying locales • Extensive knowledge of the Robert T. Stafford Act, Title 44 of the CFR, PA Policy Digest, Disaster Specific Guidance, 9500 Policy, Direct Administrative Costs, Management Costs and other PA regulations and guidelines • Authored FEMA position for first and second appeals • Content contributor for the FEMA Debris Management Guide (FEMA 325), Debris Estimating Field Guide (FEMA 329) and Public Assistance Debris Management Plan Workshop (P604) • Provided Emergency Management Program Public Education ○ Developed and delivered written and verbal presentations on a variety of subjects of key interest for presentation at the National Hurricane Conference for both FEMA and private firms ○ National Hurricane Conference presenter on the subject of Direct and Indirect Costs (FEMA Policy 9525.9) ○ National Hurricane Conference presenter on the subject of FEMA's 50% rule ○ National Hurricane Conference presenter on the subject of Debris Planning • Advised FEMA Individual Assistance on a blanket community plan and infrastructure • Performed estimating on various DoD housing and municipal projects • Performed assessments utilizing National Building Codes and Standards • Performed floodway dispersion including community

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	relocation, demolition of damaged houses, repurposing of land for community use and creating a buffer to minimize future flooding • Responsible for damage surveys, determining eligibility for reimbursement and, if eligible, determining the scope of replacement or repair back to pre-existing conditions, including hazard mitigation • Wrote whitepapers and accounting ledgers for the States of Alabama, Florida and the Virginia DOT redefining costs attributed to DAC and reallocating them to specific project management and administrative elements required to store facilities during their restoration • Performed filing of necessary documentation, sketches, photos and cost estimates in investigation reports for insurance claims purposes • Assisted with value engineering reviews and cost comparisons • Performed cost engineering for numerous government and military projects • Performed design, project management and construction management on hotels, schools, recreational facilities, offices and transportation/infrastructure
Employment History	• iParametrics, Disaster Services SME, Program Manager and Senior Cost Estimator (2005-Present) • US Cost, Project Manager/Senior Cost Estimator (2002 -2005) • ALCOA Fujikura, Project Manager (1999 – 2001) • Thompson Co, Inc., Project Manager (1997 – 1999) • PB&J Construction, Project Engineer/Estimator (1995 -1996) • Moreland Altobelli & Associates, Inc., Construction Engineer (1992 – 1995) • Georgia Department of Transportation, Construction Engineer (1990 – 1992)
Presentations and Publications	• The Impact of Natural Disaster on Construction Costs: Identifying Trends Cost Engineering, Academic Journal; Dec. 2009, Vol. 51 Issue 12, p9

PAST PERFORMANCE REFERENCES

CDR Maguire References

The CDR Maguire is proud of our rich history in supporting communities recover from and mitigate against disasters. The following references will be able to speak our team's ability and commitment to providing meaningful service.

Massachusetts Emergency Management Agency, 08/2015 – Present

Public Assistance Support, Grant Management, Data Management, Project Reporting

CDR Maguire is currently assisting the Commonwealth of Massachusetts recover from their largest declared disaster ever—the 2015 Winter Storms (DR-4214). This $150+ million event generated almost 650 applicants and 1,250 Project Worksheets (PWs). CDR Maguire is conducting 100% validation of the PWs developed by FEMA and ensuring that all appropriate documentation is provided and only eligible costs are captured. Throughout the engagement, CDR Maguire is utilizing technology such as CDR Disaster Pro and SharePoint to maintain a common operating picture.

Massachusetts Army National Guard's 1058th Transportation Company Conducting Health and Welfare Checks
National Guard photo by Sgt. Darius Brown 65th Public Affairs Operations Center, Massachusetts National Guard

Reference:

Scott MacLeod, Mitigation and Disaster Recovery Section Chief

(508) 820-1445, Scott.MacLeod@State.ma.us

Town of Westerly, Rhode Island, 2012 – 2015

Damage Assessment and Debris Support, CDBG-DR Support, Grant Management, Project Reporting

Following Hurricane Sandy, CDR Maguire was retained by the Town of Westerly, Rhode Island to provide comprehensive disaster recovery grant management services. Initially requested to support debris management and damage assessment operations, CDR Maguire mobilized its team of local engineers and debris specialists. As recovery continued, CDR Maguire supported the administration of over $3 million in CDBG-DR and EDA funding for infrastructure projects. Our team of grant management professionals and engineers assisted with the development of grant applications and provided ongoing grant administration (including submission of quarterly reports to HUD). We also provided subject matter expertise on the various requirements for infrastructure and public facilities.

Reference:

Amy Grzybowski, Director of Development

(408) 348-2617, AGgrzybowski@Westerly.org

Jackson County, Florida, 06/2014 – Present

Public Assistance and Hazard Mitigation Support, Grant Management, Data Management, Project Reporting

Washed Out Roadway in Jackson County, Florida
CDR Maguire Photo

CDR Maguire was retained by the Jackson County, Florida to assist in the recovery from the severe storms that affected the Florida Panhandle in Late April and Early May 2014. Numerous roads were damaged or completely washed away. The CDR Maguire Team was tasked to augment Jackson County's staff and provide Public Assistance and hazard mitigation support. Working with State and Federal counterparts, our team conducted over 1,000 site visits on over 825 miles of roadway within a three month period. This diligent work allowed our team to identify approximately $30 million of disaster related damages which were eligible for funding—five times greater than FEMA's $6 million damage estimate. The CDR Maguire Team also identified numerous mitigation opportunities through Section 406 funding to that the County could build more disaster resistant roadways. CDR Maguire was also the first consultant in the State of Florida to implement the Public Assistance Alternative Procedures (PAAP) Pilot Program. Our team secured over $24,000,000 of lump sum funding to repair roads. During this process, we assisted the Florida Division of Emergency Management develop policies for administration of the grant.

Reference:

Rodney Andreasen, Emergency Management Director

(850) 482-9678, JCEMA@Embarqmail.com

Tidal Basin and iParametrics' References

City of Grapevine, Texas, 02/2016 – Present

Tidal Basin is currently assisting in the development of the Project Worksheets through development of eligible scope, cost estimates and hazard mitigation proposals and resolution of any potential issues to support the City in their recovery efforts from the severe storms and flooding that struck the State of Texas in 2015.

- Tidal Basin provides guidance on execution of the City's role and responsibilities under the FEMA Public Assistance program in compliance with the Stafford Act, applicable federal regulations and policies, and the administrative requirements of the State of Texas;
- Tidal Basin assists the City in developing and implementation of appropriate document and information management to maximize opportunity for disaster claims recover;
- Tidal Basin periodically meets with the City to determine the Project Action Plan and keep the City updated on progress of project development;
- Tidal Basin advises the City regarding the eligibility of disaster-related losses and expenditures under the FEMA Public Assistance and Hazard Mitigation Programs.

Reference:

Liz Dimmick, Emergency Management Coordinator

(817) 410-3520, EDimmick@GrapevineTexas.gov

Federal Emergency Management Agency, 02/2005 – Present

iParametrics, as a subcontractor to the Fluor Corporation, has deployed approximately 250 technical staff in support of more than 50 disasters throughout the United States and its territories. As part of this effort, we have supported planning, assessment, recovery, and mitigation operations throughout the country. Our applicants have included numerous cities such as Miami, Jacksonville, New Orleans, Houston, and Newark, NJ as well as numerous state and municipal infrastructure applicants.

Our technical teams are comprised primarily of engineers, planners, mitigation and policy specialists, and Subject Matter Experts who work closely with Federal, State, and local agencies to address pre- and post-disaster recovery challenges, including:

- Facility and Infrastructure Assessments
- Mitigation (404 & 406) Planning and Management
- Debris Removal Planning and Management
- Cost Recovery and Cost Estimate Development
- Plan and Policy Development
- Training Development and Delivery
- Monitoring and Compliance
- Grant Management
- Litigation and Appeals Support
- Grant Closeout Support

Reference:

Marnie Ball, PE, Program Director

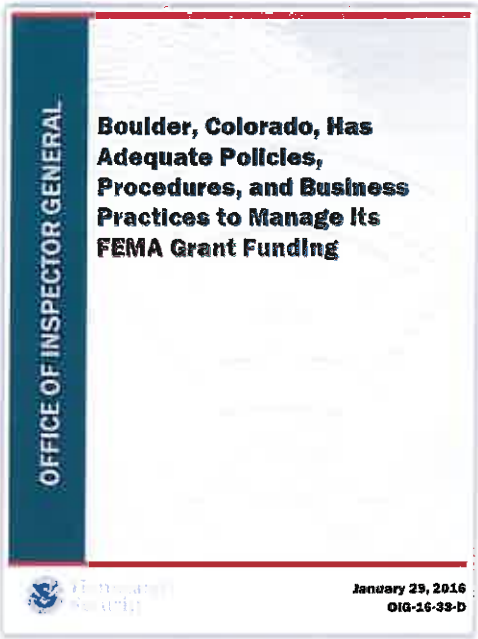
(703) 351-6468, Marnie.Ball@Fluor.com

Recognition

CDR Maguire clients are constantly being recognized for their successful approaches to challenging projects and overall compliance with federal regulations. Most recently, the Department of Homeland Security's Office of the Inspector General (OIG) conducted an audit of our former client, the City of Boulder, Colorado's management of the Public Assistance grant following the severe storms and flooding in September 2013. The OIG has no audit recommendations and found that the grant was being properly managed.

> In another OIG report, CDR Disaster Pro was given a positive "no findings" determination.

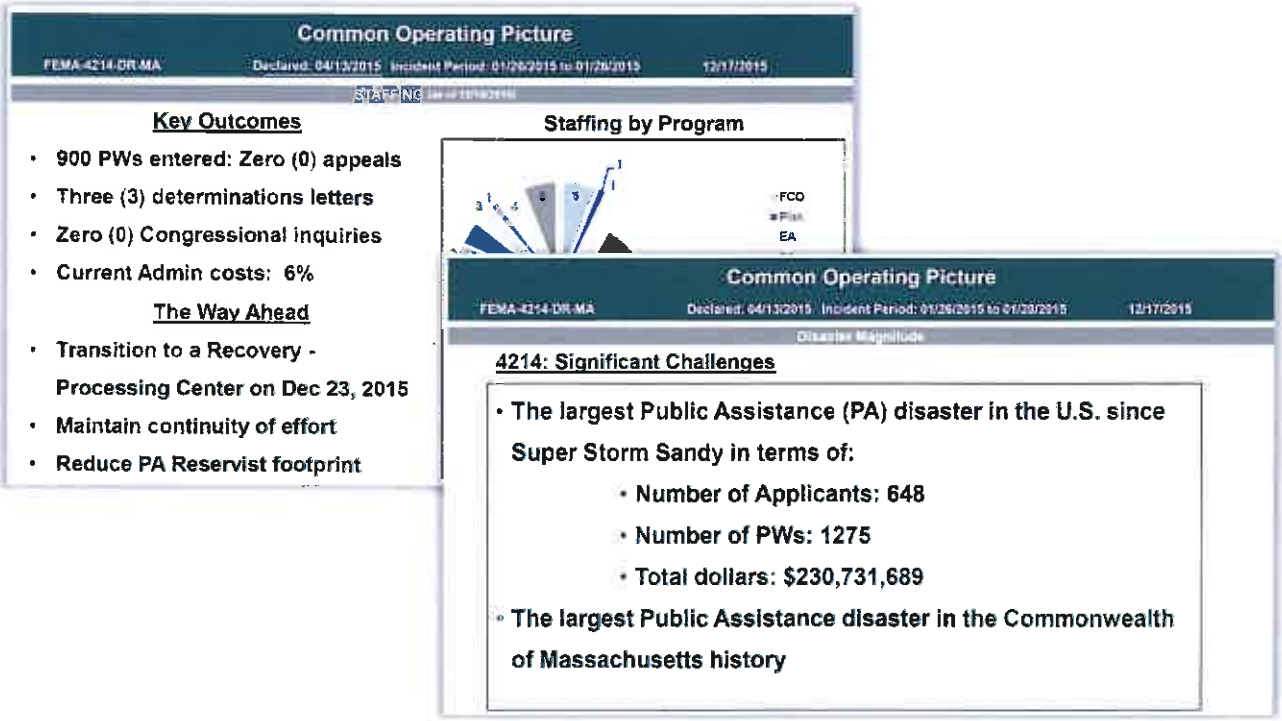
Most notable is our implementation of CDR Disaster Pro, our custom-developed disaster recovery grant management platform. By using CDR Disaster Pro throughout Boulder's recovery, we were able to track time and costs to the granular level—providing the 100% transparency throughout the process.


OFFICE OF INSPECTOR GENERAL

Boulder, Colorado, Has Adequate Policies, Procedures, and Business Practices to Manage Its FEMA Grant Funding

January 29, 2016
OIG-16-33-D

Also, in FEMA's Daily Operations Briefing on Thursday December 17, 2015, a Common Operating Picture was presented for the efforts on DR-4214 (Massachusetts Severe Snow Storm). FEMA highlighted the massive magnitude of the disaster and the low number of roadblocks (appeals and determination letters) and administrative costs (6%). CDR Maguire continues to support the Commonwealth's management of this disaster.


Common Operating Picture

FEMA-4214-DR-MA Declared: 04/13/2015 Incident Period: 01/26/2015 to 01/28/2015 12/17/2015

STAFFING

Key Outcomes

- 900 PWs entered: Zero (0) appeals
- Three (3) determinations letters
- Zero (0) Congressional inquiries
- Current Admin costs: 6%

The Way Ahead

- Transition to a Recovery - Processing Center on Dec 23, 2015
- Maintain continuity of effort
- Reduce PA Reservist footprint

Staffing by Program

FCO
EA

Common Operating Picture

FEMA-4214-DR-MA Declared: 04/13/2015 Incident Period: 01/26/2015 to 01/28/2015 12/17/2015

Disaster Magnitude

4214: Significant Challenges

- The largest Public Assistance (PA) disaster in the U.S. since Super Storm Sandy in terms of:
  - Number of Applicants: 648
  - Number of PWs: 1275
  - Total dollars: $230,731,689
- The largest Public Assistance disaster in the Commonwealth of Massachusetts history

TECHNICAL APPROACH

The CDR Maguire Team believes that ensuring long-term success involves understanding our client's specific needs. We believe that rolling up our sleeves and getting in the trenches with our clients is the best way to understand the scale and scope of a project. We have a proven and robust strategy that provides the highest level hazard mitigation, preparedness, and disaster recovery services to clients such as the City of Rowlett, Texas.

We will become an integral part of your team and work together to ensure that the City receives the maximum, eligible funding under the various post-disaster recovery grants such as FEMA's Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) as well as HUD's Community Development Block Grant-Disaster Recovery (CDBG-DR).

To support Rowlett and facilitate clear communication and coordination, CDR Maguire will develop, at no cost, a SharePoint site dedicated the City. We will also provide training to City staff members. SharePoint is a flexible and secure web portal that allows team members to track tasks, manage files, view maps, and collaborate on documents. SharePoint is entirely scalable and can be used for just PA operations for DR-4255 or also support any needs such as emergency operations, CDBG-DR, and HMGP projects. SharePoint provides an all-inclusive common operating picture.

DR-4255 Initial Engagement Approach

To support Rowlett's recovery following the December tornado disaster and maximize federal grants, the CDR Maguire Team has carefully crafted an initial engagement framework that allows our team to immediately commence work upon contract award.

We will immediately deploy an Advance Team that includes representatives from corporate leadership as well as experts in disaster recovery grant management and engineering. These individuals will be responsible for conducting the kick-off meeting, activating additional team members, providing the first CDR Disaster Pro training session and transitioning the remaining project team members in. This model allows our team to act quickly while maintaining the capacity to provide the City with the highest level of service.

As a family-owned company, we believe in treating all of our clients like family and providing all services at the highest quality. Upon arrival, the Advance Team will conduct a kick-off meeting with City stakeholders. The purpose of this meeting is to develop an Engagement Framework and as well as to build or strengthen working relationships amongst stakeholders. While recognizing the multi-faceted nature of this project, this overall Framework will guide how we will approach and manage each element. **The Kick-Off Meeting and Engagement Framework affirms our dedication to maintaining clear communication and coordination.** During this workshop, we will work through CDR Maguire's Client Engagement Checklist and to establish the following:

- Stakeholder Identification
- Training Needs and Requirements

- Contact Information
- Communication Expectations
- Financial Reporting
- Timelines
- Coordination with Other Consultants and Agencies
- System/IT Integration Needs
- Current Staffing or Technical Gaps

Following this meeting, the CDR Maguire Team will activate other team members or resources, depending on the needs of the City. CDR Maguire maintains a cadre of disaster recovery specialists and engineers along with subject matter experts such as arborists, cost estimators, watershed engineers, procurement specialists, and unmanned aerial systems experts.

Recognizing the need to provide a web-based platform to manage disaster recovery grants and, in particular, Direct Administrative Costs (DAC) under FEMA's Public Assistance program, CDR Maguire created CDR Disaster Pro. This "all-in-one" solution will allow the City to easily track documents, time spent on tasks, and Project Worksheets. (Detailed later in this proposal.) The CDR Maguire will provide in-person as well as web-based trainings to familiarize Rowlett's staff with CDR Disaster Pro.

As additional staff begin to arrive to the City, members of our Advance Team will brief in the incoming team on the contents of the Engagement Framework.

The CDR Maguire Team also has the ability to use UAS and GIS technologies to effectively conduct detailed damage assessments, document natural feature changes and help tell the disaster story for reimbursement. One of the biggest lessons our team has learned from large scale flooding events is that natural features will change impacting private lands, non-city-owned lands and lands owned by other governmental entities. This can become extraordinarily complicated when seeking reimbursement under the Public Assistance Program. By using our in-house mapping experts, working in coordination with the City's staff, the CDR Maguire Team can ensure effective documentation to support the eligibility of City requests. We have the ability to use multiple sources of data including photogrammetric, satellite and LIDAR to create maps and 3D models to support the City's request to FEMA.

A CDR Maguire Employee Demonstrating the Capabilities of the DJI Phantom 3 Aircraft

If a layer or datum does not exist, CDR Maguire will utilize our UAS platform, as well as potential Civil Air Patrol assets, to create it. CDR Maguire will comply with all City and State directives as well as FAA regulations.

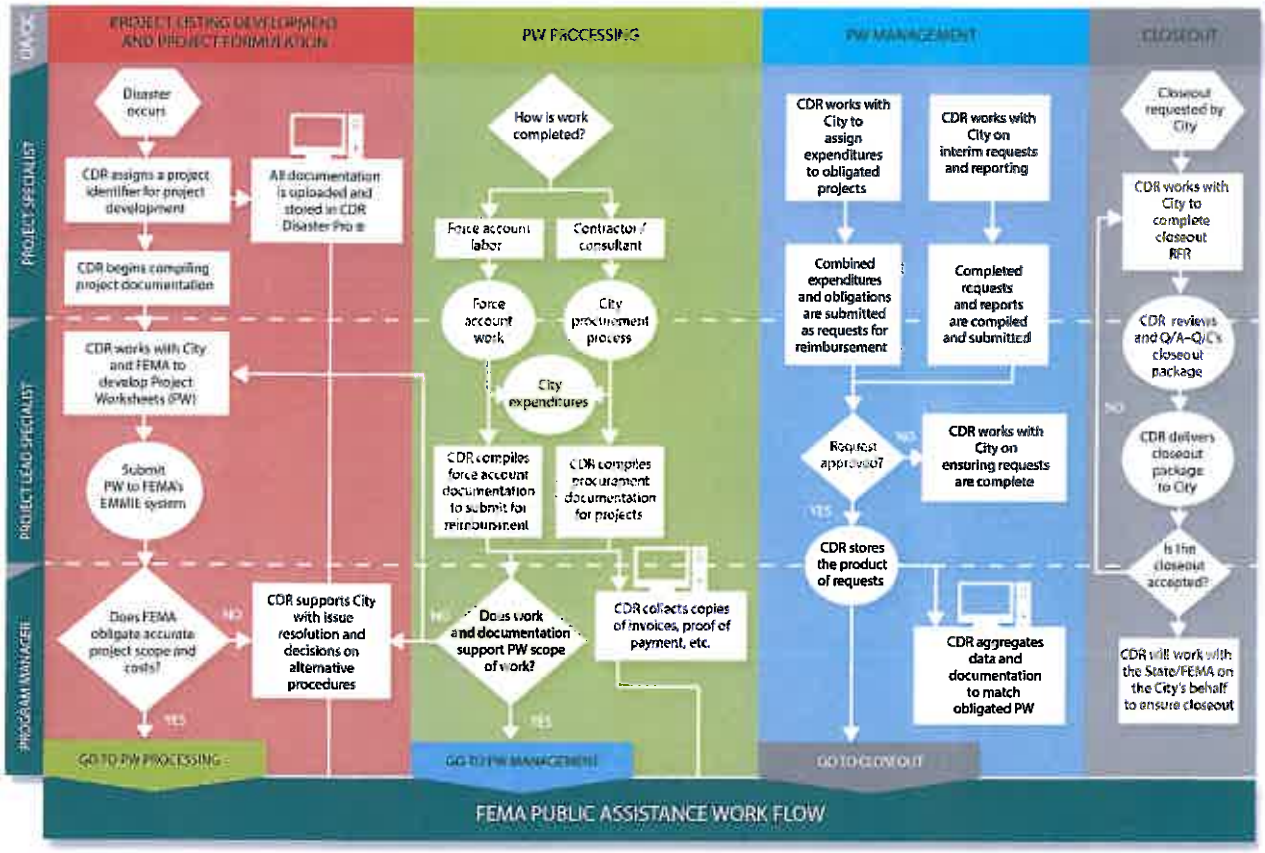
FEMA Public Assistance Support

CDR Maguire is a national leader in providing comprehensive Public Assistance (PA) advisory services—we have been involved in the management of over $14 billion worth of PA funding. Our team are trailblazers in implementing Federal pilot programs as well as shaping state and Federal PA policies and guidance. Understanding the complex nature of PA grants, our team will work hand-in-hand with

Rowlett's staff members to develop a process that carries Project Worksheets (PWs) from eligibility determination and development all the way through final close-out.

In the development of a PW, we ensure that all special considerations including but not limited to, environmental and historical compliance, floodplain management, hazard mitigation and insurance are all addressed.

The following chart illustrates our understanding of the PA process and the approach we take to maximize the City's recovery funding.



Damage Assessment: The CDR Maguire Team has in-house staff that has participated in numerous Joint Preliminary Damage Assessments across the nation. Our team of personnel can act as a force multiplier for the City to efficiently and effectively identify damages to support future a Presidential Disaster Declaration.

Our base methodology is to have our experienced field staff of PA experts, professional engineers and construction managers visit each site representing Rowlett along with FEMA staff. By conducting these assessments, we will be able to work directly with all stakeholders including FEMA, FHWA or other federal and state agencies. By doing this, we are encouraging the participation of all project stakeholders in the Project Worksheet formulation.

Applicant Briefing/Kickoff Meeting: Project initiation is the critical first step to an effective recovery. On behalf of Rowlett, our team will attend both the Applicant Briefing and Kick-Off Meeting (if not already

conducted) to ensure that we establish ourselves as your representative and understand how the City, FEMA, Mitigation and FHWA will be approaching the disaster.

PW Development: Our experience in preparing and reviewing Project Worksheets, coupled with our knowledge of the grant life cycle, demonstrates our understanding of the importance of writing the PW correctly and completely the first time.

When writing Permanent Work (Category C-G) PWs, our strong engineering foundation sets us apart as we are able to leverage in-house assets to ensure that the scope of work is realistic, cost-effective and takes full advantage of hazard mitigation techniques. We will also leverage our historical knowledge of how FEMA expects PWs to be written, in addition to, lessons learned through our Team's experience from active projects, while working directly for these agencies.

During the PW Development Phase, we will also evaluate each project for the potential inclusion into FEMA's Public Assistance Alternative Procedures (PAAP) Pilot Program. This program may benefit the City by providing a fixed, expedited grant award that also includes mitigation activities. **CDR Maguire was one of the first consultants to have a successful obligation under FEMA's PAAP Pilot Program in the States of Colorado and Florida**. During these novel accomplishments, we helped define the State's procedures for executing PAAP Pilot Program grants.

CDR Maguire assisted Jackson County, Florida in recovering over $28 million for FEMA Category C work using the Public Assistance Alternative Procedures Program.

The CDR Maguire Team will use all available tools, and develop others if needed, to ensure that PW versions are appropriately tracked through closeout. **Our core principle is to work in partnership with the State and FEMA while representing the City**, assisting with Project Worksheet formulation, scope of work development, determining associated costs, assisting with documentation and quarterly reporting requirements, and managing schedules. We always keep project closeout in mind and work backwards to ensure that all requirements are met. Our experience in all aspects of finance, engineering, policy, etc. allows us to proactively anticipate issues from a documentation, policy or programmatic front.

CDR Maguire was one of the first consultants to successfully utilize the Alternative Dispute Resolution program, providing an additional $100,000 for Larimer County, Colorado following the 2013 Floods.

Requests for Reimbursement (RFR Submittals and Tracking Projects): Once a Project Worksheet has been created and submitted, CDR Maguire will track that project through State and FEMA review queues all the way through obligation. Additionally, we will continue to track projects and their associated information throughout the entire grant cycle using CDR Disaster Pro and Texas's recovery grant website.

The CDR Maguire Team will use all available tools, and develop others if needed, to ensure that PW versions are appropriately tracked through closeout. Our core principle is to work in partnership with the State and FEMA, assisting with Project Worksheet formulation, scope of work development, determining associated costs, assisting with documentation and quarterly reporting requirements, and managing schedules.

Scope and Version Process: CDR Maguire understands the complexities associated with scope and version changes. These changes must follow strict FEMA regulations such as when costs overrun or additional damages were found that were not included in the original scope of work. In such a case, CDR Maguire will work with TDEM and FEMA to minimize the necessary work stoppage and immediately conduct an interim site visit. We will conduct a full internal audit and present FEMA with appropriate justification (including engineering reports, construction inspection reports, etc.). If needed, CDR will also provide assistance with the development of bid packages for contract work and ensure the procurement meets all federal requirements.

One of the most complex issues addressed by CDR Maguire on behalf of Larimer County dealt with Publicly-Owned, Privately-Maintained Roads. The County was burdened to prove both jurisdictional authority and deal with a decision by FEMA that all work on these projects be Category C and not treated as "One-time" funding. CDR Maguire successfully argued on behalf of the County to allow for the scope of work to be changed to both Category B (for all completed work) and Category C (for all estimated work) allowing the County to maximize its reimbursement.

Implementation of Public Assistance Alternative Procedures: The Stafford Act was amended by the Sandy Recovery and Improvement Act to authorize new Public Assistance Alternative Procedures (PAAP) for debris removal and permanent work funding through a pilot program. CDR Maguire will continuously look for opportunities to implement the PAAP Pilot Program.

Appeals: In limited cases, FEMA may not agree with information as presented within a Project Worksheet and will deem portions of or the entire PW ineligible. While CDR Maguire attempts to deal with these issues administratively in negotiation with FEMA and on the basis of policy, the CDR Maguire Team will also fight doggedly to ensure that the maximum reimbursement is received and retained on behalf of our clients. Our team has unparalleled experience in analyzing and interpreting federal disaster policy and regulation. Our appeals personnel, including Charles Bartel, Esq., are some of the best in the country and have ensured that the correct funds were reobligated by FEMA.

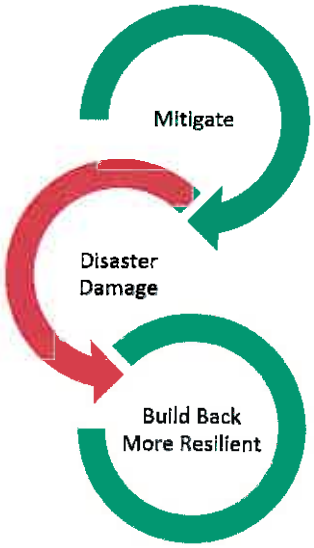
Project Closeout: Our experience has demonstrated the importance of highlighting project closeout from the beginning of the recovery process. This is because with the end in mind, one can plot the course of how to get there. We have experience working with state organizations and with FEMA to establish a streamlined closeout process that is audit compliant. Our primary closeout activities will include:

- Reviewing procurement for compliance
- Reviewing projects for missed funding opportunities
- Reviewing expenditures for compliance with regulations
- Reconciling closeout accounts internally (including small project net cost overruns)
- Requesting formal closeout from funding source(s)
- Recording and reporting on variances
- Closing accounts
- Variance reporting (if required)
- Verifying that all documentation is accurate

We will work with Rowlett to close out grants, project by project, until the City's disaster recovery is entirely complete. Our project closeout goal focuses not only on compliance, but on promoting efficiency

and effectiveness as well. Our focus is to work with clients in order to improve their overall financial reporting processes and ensure regulatory compliance in order to maximize reimbursement.

FEMA 404 and 406 Hazard Mitigation



As the CDR Maguire Team supports Rowlett's recovery from the December storm, our team of recovery experts and engineers will continuously identify opportunities for hazard mitigation. The CDR Maguire Team can help Rowlett break the cycle and integrate mitigation principles into the City's core approach through planning, policy, and community engagement—**helping increase resilience and reducing future disaster risk.**

Whether Rowlett has the need to restore damaged facilities, or reduce the risk to people and property from future natural hazards, the staff at CDR Maguire can help. By tracking various hazard mitigation grant programs ahead of time, we can identify and evaluate appropriate projects eligible for funding. We will manage your 404 or 406 mitigation grant from conception to project closeout. Our team has extensive experience throughout the country matching projects with funding opportunities, grant applications, benefit cost analyses, and project closeout.

CDR Maguire will work with Rowlett to maximize their HMGP, FMA, or PDM grant funding and ensure that all the funds are appropriately and fully utilized. As part of our comprehensive grant management services, the CDR Maguire Team can easily take the lead on preparing bid documentation, monitor construction, and track the spending through close-out, if requested.

Grant	*Application*	*Frequency*
Hazard Mitigation Grant Program (HMGP) (404)	Multi-hazard mitigation measures to reduce the risk of loss of life and property from future disasters during the reconstruction process following a declared disaster.	Post-Disaster
Public Assistance (PA) (406)	Disaster-specific, PW-based mitigation measures to reduce the risk of loss of life and property from future disasters during the reconstruction process following a declared disaster.	Post-Disaster
Pre-Disaster Mitigation (PDM) Program	Implement a pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events.	Annual
Flood Mitigation Assistance (FMA)	Actions taken to reduce or eliminate claims under the National Flood Insurance Program (NFIP).	Annual

Financial and Grant Management Support, IT, Data Management, and Reporting Support

The CDR Maguire Team is an industry leader in federal grant management policy analysis and cost tracking. Our team of grant managers and policy specialists take a proactive approach during the grant process by considering close-out issues *before* close-out. By doing so, we are able to identify and overcome potential issues before they become roadblocks.

Having conducted hundreds of disaster recovery operations, the CDR Maguire Team is intimately aware of the importance of efficient document collection and dissemination—from Preliminary Damage Assessments (PDAs) to final closeout. As such, we understand the requirements regarding requests for reimbursement, quarterly reports, small project validation, PW closeout, and tracking and compiling DAC. When each of these independent items are performed properly, the entire recovery process becomes a smooth operation—removing the hardship associated with audits and work stoppages.

We understand that grants generally have voluminous reporting requirements, so we have established a cadre of grant management experts that can assure that all reports are completed and submitted in time. **We will provide detailed updates to the Rowlett Office of Emergency Management that include project progress, tracked by hour and cost.**

Once a Project Worksheet has been created and submitted, CDR Maguire will track that project through State and FEMA review queues all the way through obligation and final close out. Additionally, we will continue to track projects and their associated information throughout the entire grant cycle using **CDR Disaster Pro** – our proprietary, web-based disaster recovery grant management tool.

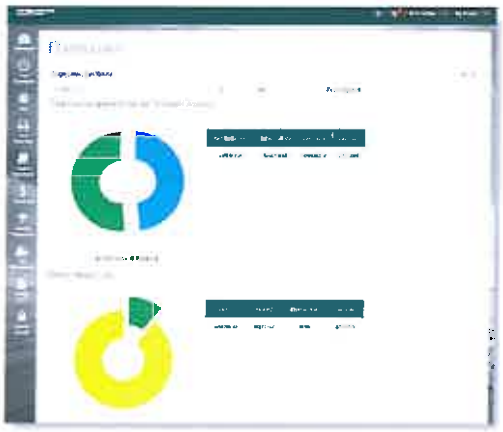
In addition to CDR Disaster Pro, we will establish a custom SharePoint page that will allow all recovery stakeholders to track and manage tasks and collaborate on documents. This secure portal will be provided free of charge and can be utilized to support overall recovery efforts—its capabilities are not limited by grant or number of users.

The CDR Maguire Team has worked with grantees and sub-grantees throughout the country to capture Direct Administrative Costs (DAC) using CDR Disaster Pro. We understand the challenges of maintaining the appropriate level of documentation sufficient to submit DAC for reimbursement. CDR Disaster Pro was designed to capture allowable costs and to segregate those costs by federal grant funding program (FEMA or FHWA). **Our understanding and application of Direct Administrative Cost (DAC) allows for approximately 75% of our fee to be covered by federal funding. The City will only be responsible for the remaining 25% of our fee.** This single platform approach will allow both CDR Maguire's and the City's staff's time to be recorded seamlessly from the same system. CDR Disaster Pro provides an all-in-one platform to track time, costs, files, and projects at the site and PW level. For more information, see below.

CDR Disaster Pro

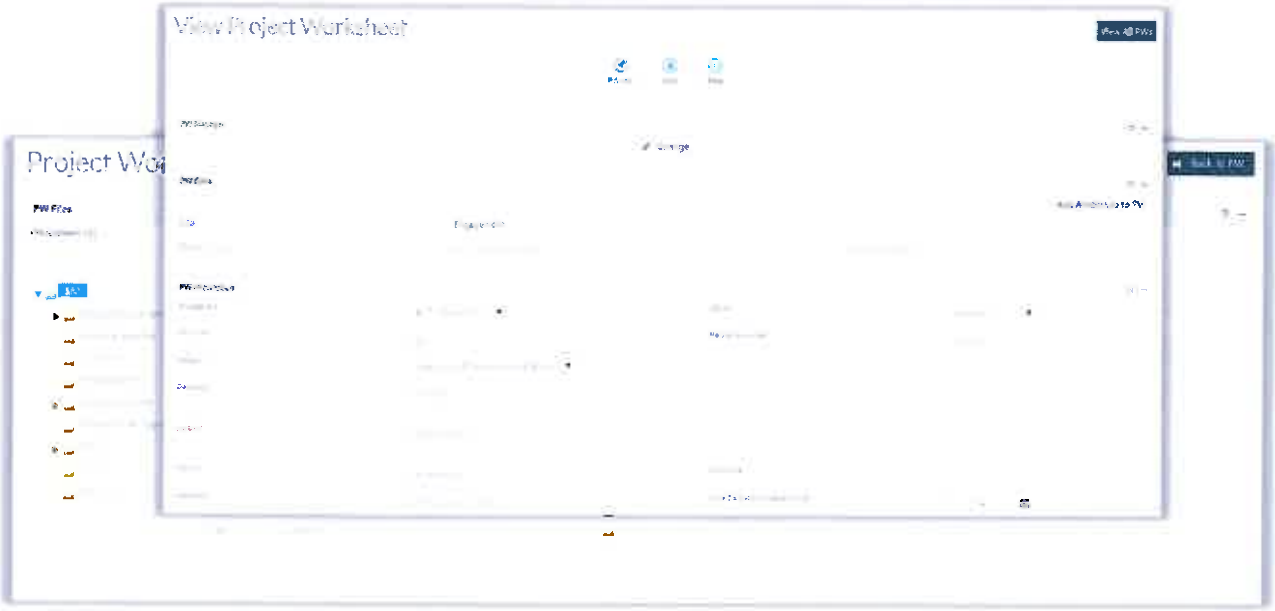
A cornerstone of our approach to post-disaster recovery project is the utilization of technology to enhance operations, improve compliance, and reduce audit risk. After working with multiple clients throughout the disaster lifecycle, CDR Maguire identified a need to create a streamlined disaster recovery platform that tracks projects on a granular (site) level beginning with damage assessments and site visits all the way through closeout and potential audit. **CDR Disaster Pro is our custom built, all-in-one disaster recovery software solution.**

Some of the key features of CDR Disaster Pro include:



CDR Disaster Pro's Dashboard

- *Site Management*- Users have the ability to create sites in the field utilizing the GPS Coordinates on their connected mobile device (phone, tablet, or computer). Should cell services be impacted in an area, users can work offline and upload their information once back at a connected area. These sites are then used as the basis for tracking of time as well as the preparation of Project Worksheets
- *Time Tracking*- CDR Disaster Pro effectively tracks time for reimbursement as Direct Administrative Costs under FEMA's Public Assistance Program as well as other federal grant programs, such as the FHWA Emergency Relief Program and the FEMA Hazard Mitigation Grant Program. All tracking is done on the site-level which allows for sites to be moved to the funding source that is most appropriate as the recovery moves forward.
- *Built in Quality Assurance/Quality Control Features*- CDR Disaster Pro was designed with potential audits in mind. Our processes have held up to scrutiny already. During our recent deployment under DR-4145 in Larimer County, Colorado, the Department of Homeland Security Office of Inspector General conducted a pre-audit of our DAC tracking capabilities and received a positive "No Findings."
- *File and Document Management*- Utilizing CDR Maguire's file management system means no more lost files or paper. CDR Maguire digitizes all records through various methodologies and uploads all the backup information into CDR Disaster Pro. Once the project is fully complete, we can export all of the backup documentation in both electronic and paper form. The system also supports the e-mailing of backup documentation to any partner (i.e. Applicant and FEMA) with an audit trail to document when information was provided.
- *Scope and Version Tracking*- Often times with large projects, the need to update the approved Project Worksheet's scope is critical because of cost fluctuations. CDR Disaster Pro tracks ongoing expenses on a project and alerts our Project Manager and staff when a project is nearing its obligated amount.



CDBG-DR Support

CDR Maguire has supported clients across the nation in providing Community Development Block Grant-Disaster Recovery (CDBG-DR) support services. The CDR Maguire Team has extensive experience in all aspects of oversight, compliance and monitoring, management, and implementation of the CDBG-DR grant. We can provide Rowlett with the knowledge and technical assistance necessary to apply for and manage CDBG-DR funded projects.

The CDR Maguire Team will begin by assisting with the development of an unmet needs assessment. Having performed similar projects around the country, we understand the level of participation required by City agencies to determine recovery needs (housing, infrastructure, and economic). **However, the CDR Maguire Team does not end there, we are unique in our approach by focusing on resiliency for long-term recovery—allowing Rowlett not just to bounce back, but bounce forward.** Our Team will engage City officials and community members by conducting comprehensive community assessments that assess all resilience factors and indicators.

This detailed study ensures that all factors are considered when creating the City's funding priorities for unmet needs. The CDR Maguire Team will then review the list of projects and compare them to the CDBG National Objectives. During this comparison, we will again prioritize needs based on how they match against the CDBG National Objectives. Once the prioritized

Having managed several CDBG-DR engagements, we understand the importance of the CDBG-DR Action Plan. The CDR Maguire Team will develop a custom action plan that minimally includes the following elements:

- The effects of the December disaster on Rowlett and its citizens and business
- Unmet needs assessment and utilization of CDBG-DR funding (housing, infrastructure, and economic)
- Eligible affected areas and projects
- Short-term and Long-term strategy for disaster recovery
- Grant administration, monitoring, and reporting standards
- Citizen participation

The CDR Maguire Team can support Rowlett to develop grant applications, while being mindful of the various Federal requirements. Our grant management professionals are experts in areas such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.

Throughout the process, our team will conduct ongoing reviews of work to ensure compliance. Our team understands the complexities associated with CDBG reporting and will provide comprehensive services to ensure that all documents are managed and quarterly reports are accurately prepared.

Compliance Monitoring Areas

- Policies and procedures
- Civil rights
- Contract administration
- National Objectives
- Procurement
- Labor
- Davis Bacon
- Environmental

Our team understands the importance of having relevant and up-to-date policies and procedures and will support the City in developing and implementing policies required by CDBG. Policies include monitoring of parties (contractor and sub-recipient), data management, duplication of benefits, procurement and financial reporting. When necessary, the CDR Maguire Team can conduct training on any policy or procedure.

As provided by Section 312 of the Stafford Act, duplication of benefits is prohibited in accordance with the HUD Federal Register 5582-N-01. A duplication occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. Appropriately accounting of duplication of benefits is critical due to the financial liability associated with non-compliance. The amount of duplication is the amount of assistance provided in excess of need.

CDR Maguire has identified the following best practices to avoid duplication of benefits (DOB):

- Provide in-depth training in the area of reviewing and calculating duplication of benefits, when applicable.
- Identify in the application, all sources of funds received by the City (i.e. FEMA, Insurance, SBA, any other sources)
- Have DOB policies and procedures in place (that also address recapture)
- Plan CDBG-DR assistance to fund eligible activities that won't be fully funded by other programs
- Communicate with other assistance providers

The Davis-Bacon Act (40 U.S.C. §3141, et seq., 276a to 276 a-7 as implemented in 29 CFR Part 5) provides that all laborers and mechanics employed by contractors or subcontractors in performance of construction work financed in whole or in part with CDBG-DR funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. This area is critical as non-compliance with Davis-Bacon could result in financial liabilities for grantees.

The principal requirements are:

- The City must include a copy of the current prevailing wage rate decision in each Invitation for Bids, Request for Proposals and Purchase Orders, when applicable.
- The City may only award contracts to eligible contractors and subcontractors who have accepted the wage rate decision and have signed a certification to pay wages on that basis, and who will comply with other labor standards.
- Contractors must pay laborers the wage rate determined by the US Department of Labor (DOL) to be the prevailing rate in that labor market.
- Contractors must submit weekly payrolls.

- The City is required to report all suspected, reported or confirmed violations to the Texas Workforce Commission which may investigate these alleged violations.

Apprentices, trainees and volunteers are three special classes that can be compensated at less than the Davis-Bacon prevailing wages.

CDR Maguire has identified the following best practices the City should take the following steps:

- Designate a Labor Compliance Officer
- Order a wage decision for each project based upon project activities being undertaken
- Verify all bid documents, contracts & subcontracts contain:
    - Federal labor standards clauses
    - Applicable wage decision
- Verify contractors are not on the list of federally debarred contractors
- Provide Technical Assistance to Contractors
- Ensure General Contractors are submitting all Davis Bacon documentation for all subcontractors
- Review certified payrolls to verify required hourly wages and benefits are paid.
- Review all authorization for deduction forms are executed and in the file
- Conduct field inspections and employee interview
- Prepare corrective action plans for contractors out of compliance.
- Report contractors that intentionally violate Davis Bacon Labor Standards.

COMPLIANCE WITH REQUIREMENTS

CDR Maguire is committed remaining in 100% compliance with local, state, and federal policies, regulations, and laws. All members of our team recognize the importance ensuring that every action is in line with the various government requirements and will take care to implement and address these mandates. We have a phased approach to reduce overall deobligation risk and ensure that all local, state, and federal requirements are met.

Because this disaster was declared by the President in 2016, it is subject to the requirements set forth in 44 CFR, 2 CFR Part 200 and FEMA's Public Assistance Program and Policy Guide. These new requirements, which clarify many points, still leave some critical gaps. CDR Maguire has already drafted a white paper on the latest regulations and will provide it free of charge to the City. Additionally, at Rowlett's request, we can host a training on the latest updates and changes to PA policy. By having all staff trained on the latest regulations, we can mitigate potential issues and work as efficiently as possible on the City's recovery.

As our team is developing and processing Project Worksheets, we treat every project as if we are preparing for closeout. By doing so, we ensure that eligibility and legal issues are addressed before they are submitted to the State and FEMA. This also means that when we assist with bid documents and other procurements, we will work with City procurement staff to verify that they are conducted in line with 2 CFR Part 200. We will also utilize internally-developed as well as FEMA-provided checklists to ensure that all processes are carried in out in compliance with the pertinent requirements.

When a potential issue arises, our team will first consult the regulating document in search of a clear-cut resolution. If that document or regulation does not provide an immediate answer, we will engage our legal experts. Our two senior legal specialists Charles Bartel, Esq. (CDR Maguire) and Anne Compson, JD (Tidal Basin) will be continuously available to support eligibility issues and clarify questions. They have reviewed the latest federal requirements and can provide subject matter expertise on all issues.

COST PROPOSAL

The following pages include the completed Cost Proposal form and attachment with other required position information.

"ATTACHMENT C"

COST PROPOSAL FORM

The hourly labor rates stated below are the proposed labor rates including all applicable overhead and profit. All non-labor related other than direct costs will be billed to the City at cost without mark-up.

POSITIONS	HOURLY RATES
Project Executive	$ 165.00
Subject Matter Expert	$ 147.00
Project Manager	$ 154.00
Project Accountant	$ 119.00
Senior Closeout Specialist	$ 132.00
Closeout Specialist	$ 117.00
Other: Senior Engineer	$ 150.00
Other: Engineer	$ 120.00
Other: Senior Legal Specialist	$ 152.00
Other: Legal Specialist	$ 132.00
Senior Projecy Accountant/ Senior FEMA Recovery Specialist	$132.00

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position

FIRM SUBMITTING: CDR Maguire Inc.

Other Required Positions

Title	Qualifications	Job Description
Senior Engineer	10+ years of experience with a bachelor's degree, 8+ with an advanced degree. Professional engineer license required.	Responsibilities include developing cost estimates, managing complex projects, developing specifications, selects methods of analysis, methods of construction and materials of construction, supervising engineers.
Engineer	5+ years of experience with a bachelor's degree, 3+ with an advanced degree. Professional engineer license required.	Responsibilities include supporting the development of cost estimates, inspecting drawings developed, provides design sketches, assisting with developing specifications, and assisting with selection of analysis, methods of construction and materials of construction.
Senior Legal Specialist	12+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting and submitting appeals, distributing white papers and policy statements, providing department-wide legal advice, supervising legal specialists.
Legal Specialist	10+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting appeals, and drafting white papers and policy statements.
Senior Project Accountant/FEMA Recovery Specialist	10+ years of experience with a bachelor's degree, 8+ with an advanced degree.	Responsibilities include general grant management, interfacing with state and federal representatives, developing and review damage descriptions, scopes of work, and Project Sheets, other tasks needed to support disaster recovery operations, supervising project accountants/FEMA recovery specialists.

CITY SPECIFIC FORMS

The following pages contain the following documents:

- Conflict of Interest Questionnaire
- Minority/HUB Questionnaire
- Cooperative Inter-Local Purchasing Form

"ATTACHMENT D"

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the Purchasing Department not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the City. The Conflict of Interest questionnaire **form is available on the reverse side of this notice** or from the Texas Ethics Commission at www.ethics.state.tx.us.

The full text of the Local Government Code related to Conflict of Interest is available at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.171.htm. Detailed information related to vendors is found in Section § 176.006 "DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE".

SEE NEXT PAGE

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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

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

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

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

Jeffrey Stevens, Vice President, CDR Maguire

2

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

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

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

N/A - NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

2/23/2016

Date

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT E"

Rowlett TEXAS	**MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE**

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Rowlett to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

   ☐Yes ☒No

   If yes, please state Certification Number: _____

2. Is company certified by NCTRCA as a Minority Business?

   ☐Yes ☒No

3. Is company certified by any other agency as a Minority Business?

   ☐Yes ☒No

   If yes, what agency/agencies? _____

4. Is company a self-designated Minority Business?

   ☒Yes ☐No

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT E"

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☐ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☐ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

☒ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

☐ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

☐ Women - which includes all, American women of any ethnicity.

THANK YOU!

FIRM SUBMITTING: CDR Maguire Inc.

"ATTACHMENT F"

COOPERATIVE INTERLOCAL PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ✓ _____ **No** _____

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Rowlett will be eligible, but not obligated, to purchase services under this contract awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Rowlett will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Rowlett will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their services as needed.

BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.

2016-15 – Disaster Recovery Management Services	
Firm Name CDR Maguire Inc.	Primary Contact: Jeffrey Stevens
Address 8669 NW 36th Street, Suite 340	Phone: (401) 536-8178
City Doral	Email: Jeffrey.Stevens@CDRMaguire.com
ST/ZIP Florida 33166	Fax: (401) 467-1053
Authorized Signature:	Date: 2/23/2016

FIRM SUBMITTING: CDR Maguire Inc.

Exhibit 2

CDR MAGUIRE

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT BETWEEN CITY OF ROWLETT AND CONSULTANT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

This Contract is made and entered into by and between the City of Rowlett (hereinafter, "CITY"), a municipal corporation formed and existing under the laws of the State of Texas, acting by and through the City Council, its governing body, and CDR Maguire Inc (hereinafter, "CONSULTANT"), an emergency management and engineering consulting firm, for the purpose of providing Comprehensive Disaster Recovery Management Services.

WITNESSETH:

WHEREAS, CITY seeks a CONSULTANT to provide Comprehensive Disaster Recovery Management Services; and

WHEREAS, CONSULTANT has proposed and CITY has accepted CONSULTANT'S offer to provide Comprehensive Disaster Recovery Management Services in response to CITY'S Request for Proposal No. 2016-15, issued in accordance with Chapter 262 of the Texas Local Government Code;

WHEREAS, CONSULTANT represents that it is a professional independent company and is willing and able to perform such services upon terms and conditions hereinafter set forth; and

WHEREAS, all services will be conducted in accordance with these terms and conditions and in accordance with Task Orders, which will be issued by CITY and agreed upon by both CITY and CONSULTANT

NOW, THEREFORE, **CITY and CONSULTANT**, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. SCOPE OF SERVICES

CONTRACTOR agrees to perform the services set forth in RFP No. 2016-15, which is attached hereto and incorporated by reference as Exhibit A, and CONTRACTOR's Response to RFP No. 2016-15, which is attached hereto and incorporated by reference as Exhibit B.

CONTRACTOR shall provide certain labor, equipment and material as listed in Exhibits A and B, as necessary to deliver all services specified under this Contract (hereinafter "Services") and for the prices listed in Exhibit C.

The remaining attachments to this Contract are:

Exhibit C Cost/Pricing

Exhibit D Minority/Women Business Specifications

Exhibit E Title VI Assurances/Compliance

Exhibit F Performance Bond

Exhibit G Payment Bond

SECTION 2. ORDER OF PRECEDENCE

In the event of any conflict between this Contract, RFP No. 2016-14, and CONTRACTOR's Response to RFP No. 2016-14, the following order of precedence shall apply:

A. this Contract;

B. CONTRACTOR's Response to RFP No. 2016-14; then

C. RFP No. 2016-14.

SECTION 3. WARRANTIES COVENANTS AND AGREEMENTS

CONTRACTOR warrants, covenants and agrees to the following:

3.1. Disturbance or Waste. CONTRACTOR shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage, destroy any property or any part thereof; use or permit to be used any equipment, or other things which might cause injury to person or property or do anything, or permit anything to be done, which would, in CITY's opinion, disturb or tend to disturb CITY or the public.

3.2. Control. CONTRACTOR shall maintain sufficient discipline and control of its equipment, including, personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.

3.3. Damage or Destruction. CONTRACTOR shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by CONTRACTOR. Failure to comply with such requirement will constitute a breach of the contract and CITY may terminate the contract if such requirement is not met after one (1) day written notice to CONTRACTOR from CITY. CONTRACTOR agrees that CITY shall not be liable for, nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.

3.4. Judicial Action. CONTRACTOR agrees that it will furnish at the written request of the CITY all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to CITY. This section shall survive the termination, cancellation, and completion if this Contract for a period of five (5) years or until all changes, demands, suits or other actions have released or have become unappealable.

3.5. Notice Required. CONTRACTOR shall give immediate oral notice to CITY, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule.

3.6. Emergency. In the event of any fire or Police emergency, CONTRACTOR shall first notify the appropriate emergency response agency (911) and immediately thereafter orally notify the Rowlett Assistant City Manager Jim Proce, at 972-412-6113, of such occurrence and immediately confirm such notice in writing.

3.7. Compliance with Law. CONTRACTOR shall comply with all applicable federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this contract, inclusive of fire, emergency, environment, health, safety, and any construction and the rules and regulations of CITY now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by CITY, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.

3.8. Professional Quality. The CONTRACTOR will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then CONTRACTOR will perform all services in a good and professional manner that meets CITY's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of CITY's expectations, objectives and purposes as stated in this contract. Any work that is determined by CITY to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

3.9. Material Changes Affecting Qualifications. CONTRACTOR shall notify CITY in writing immediately upon any occurrence that could or may affect the qualifications of the CONTRACTOR, specifically including, but not limited to the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of CONTRACTOR, loss of computer hardware, software or firmware utilized, equipment, loss or restriction on any license, certificate, or other approval needed including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of CITY, change or modify the qualifications of that CONTRACTOR, CITY may terminate this Contract, including any PO/Work Order, or other agreement and remove CONTRACTOR from the list of qualified proposers.

3.10. Conditions of Materials. All materials and products supplied by the CONTRACTOR in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to CITY in excellent condition. In the event that any of the products supplied to CITY are found to be defective or do not conform to the specifications, CITY reserves the right to return the product to CONTRACTOR at no cost to CITY. CONTRACTOR shall furnish all guarantees and warranties to

the CITY prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3.11. Permits, Fees, and Notices. CONTRACTOR shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable.

3.12. Not to Exceed Value. This contract value is not to exceed two hundred thousand and 00/100 dollars ($200,000.00) per year without the prior written approval of the City Council.

3.13. Pricing will be as outlined in CONTRACTOR'S "Proposal Price Form", which is provided below, as well as in Exhibit C to this Contract.

Proposal Pricing Form		
Description	**UOM**	**Unit Price**
Project Executive	Hourly Rate	$ 165.00
Subject Matter Expert	Hourly Rate	147.00
Project Manager	Hourly Rate	154.00
Project Accountant	Hourly Rate	119.00
Senior Closeout Specialist	Hourly Rate	132.00
Closeout Specialist	Hourly Rate	117.00
Senior Engineer	Hourly Rate	150.00
Engineer	Hourly Rate	120.00
Senior Legal Specialist	Hourly Rate	152.00
Legal Specialist	Hourly Rate	132.00
Senior Project Accountant	Hourly Rate	132.00
Senior FEMA Recovery Specialist	Hourly Rate	132.00

Other Required Positions

Title	Qualifications	Job Description
Senior Engineer	10+ years of experience with a bachelor's degree, 8+ with an advanced degree. Professional engineer license required.	Responsibilities include developing cost estimates, managing complex projects, developing specifications, selects methods of analysis, methods of construction and materials of construction, supervising engineers.
Engineer	5+ years of experience with a bachelor's degree, 3+ with an advanced degree. Professional engineer license required.	Responsibilities include supporting the development of cost estimates, inspecting drawings developed, provides design sketches, assisting with developing specifications, and assisting with selection of analysis, methods of construction and materials of construction.
Senior Legal Specialist	12+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting and submitting appeals, distributing white papers and policy statements, providing department-wide legal advice, supervising legal specialists.
Legal Specialist	10+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting appeals, and drafting white papers and policy statements.
Senior Project Accountant/FEMA Recovery Specialist	10+ years of experience with a bachelor's degree, 8+ with an advanced degree.	Responsibilities include general grant management, interfacing with state and federal representatives, developing and review damage descriptions, scopes of work, and Project Sheets, other tasks needed to support disaster recovery operations, supervising project accountants/FEMA recovery specialists.

SECTION 4. ENGAGEMENT TERM

Services will start with an initial base one year term of this Contract that will commence on February 15, 2016. After the base term, and upon mutual agreement, the contract may be extended for four (4) additional one (1) year periods with an annual recertification and price adjustment.

The scope of Services under this contract are defined in Exhibit A, Disaster Recovery Management Consultant RFP, and Exhibit B, CDR Maquire RFP Response.

SECTION 5. REPORTING

CONTRACTOR shall comply with CITY's Minority/Women-Owned Business Enterprise (M/WBE), Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB) policies and document a good faith effort to secure M/WBE, DBE and HUB businesses as sub-contractors, sub-

consultants, and suppliers for only the services provided pursuant to this Contract as further detailed in Exhibit E during the Term of this Contract. Further, CONTRACTOR shall submit monthly M/WBE payment reports to CITY for all listed subcontractors, subconsultants, and suppliers during the Term of this Contract. The reports shall be submitted to CITY by the 15th calendar day of each month.

SECTION 6. BILLING AND PAYMENT

A. CONTRACTOR understands and agrees that a temporary delay in making payments to CONTRACTOR because of or due to CITY's accounting and disbursement procedures shall not place CITY in default of this Contract and shall not render CITY liable for interest or penalties, provided such delay shall not exceed thirty (30) days after the due date. CONTRACTOR understands and agrees that any undisputed payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

B. CONTRACTOR shall pay all of its own out-of-pocket expenses.

C. CONTRACTOR will not be paid or reimbursed for funds used or spent for any unauthorized or unallowable use under this Contract or any state and/or federal regulations.

D. CONTRACTOR agrees to submit to the CITY's Finance Director (or her representative), complete, fully documented and accurate itemized statements of invoices with appropriate/applicable attachments, statistics and reports, as required by CITY for the performed services on or about the 5th day of each month, such that twelve (12) payments shall be made annually during the Contract Term.

E. Each statement shall be in a form acceptable to the City of Rowlett Director of Finance, and shall include details of the services rendered as may be requested by said Director for verification purposes. The statements shall, at a minimum, include a description of the services, the day(s) and the amount of time during the day(s) that CONTRACTOR performed the services, and the total amount billed for the services rendered.

F. After receipt of the statement, the Finance Director shall review the statement and approve it with any modifications deemed appropriate and thereafter forward the statement with any modifications to the City of Rowlett Director of Finance for payment. CONTRACTOR shall hold CITY harmless and indemnify CITY for any discrepancy between the amount submitted for payment and the actual payment finally approved by the Finance Director.

G. CONTRACTOR agrees to submit no more than one billing/invoice per month pertaining to this Contract, except that the cost of projects outside base services and parts for break-fix will be invoiced and submitted separately.

SECTION 7. CONFIDENTIALITY

CONTRACTOR agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. CONTRACTOR shall not intentionally access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract. So long as CONTRACTOR otherwise

complies with this section, CONTRACTOR shall not be responsible for its inadvertent access or exposure to any unauthorized information.

SECTION 8. TERMINATION

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the effective termination date specified in such notice, except that CONTRACTOR shall meet its obligations under Section 17 below. CITY shall compensate CONTRACTOR in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, CONTRACTOR shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination and in Section 17 below. Federal funds are a potential reimbursement source of funds and will be sought when and if available and reimbursement is permitted; regardless, CITY will reimburse CONTRACTOR for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all CITY data, documents and information in CONTRACTOR's possession shall be returned to CITY within five (5) working days of the date of termination. In no event shall CITY's termination of this Contract, for any reason, subject the CITY to liability.

1) Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

2) With Cause: CITY reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

   a) Lack of funding. Lack of or reduction in, funding or resources in which instance CITY shall provide CONTRACTOR ten (10) days written notice of such termination or lack of funds;

   b) Non-Performance. CONTRACTOR's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by CITY. Termination, in whole or in part, by CITY under this Section may be made at CITY's option and without prejudice to any other remedy to which CITY may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. CITY shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in non-compliance with the terms herein. At CITY's sole discretion and with written notice by CITY, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. CITY will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR's performance, such problems and/or deficiencies being determined by CITY. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive CITY's right to terminate this Contract under any other provisions herein.

   c) CONTRACTOR's improper, misuse or inept performance of services under this Contract;

d) CONTRACTOR's failure to comply with the terms and provisions of this Contract;

e) CONTRACTOR's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

f) In CITY's sole discretion, if termination is necessary to protect the health and safety of citizens;

g) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

h) CONTRACTOR's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

SECTION 9. MONETARY RESTITUTION

In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR. CITY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from CONTRACTOR to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination CONTRACTOR's rate and new vendor's rate) beginning the date of CONTRACTOR's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, CITY will seek and is entitled to its attorneys' fees and costs of suit from CONTRACTOR.

SECTION 10. INDEMNIFICATION

CONTRACTOR AGREES THAT IT WILL PROTECT, INDEMNIFY, DEFEND AND SAVE WHOLE AND HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS AND EXPENSES, INCLUDING ATTORNEYS' FEES, OF WHATSOEVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUB-CONTRACTOR OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR FURTHER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD CITY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES ARISING OUT THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS CONTRACT OF ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, OFFICERS,

AGENTS, CONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.

SECTION 11. BACKGROUND CHECKS

11.1. CONTRACTOR acknowledges and agrees to perform background checks on all employees and personnel providing services to CITY under this Contract at no additional cost to CITY (at CONTRACTOR expense). "Background check" means, including but not limited to, the research and verification of an individual's employment history, criminal history, identity, driving record history, current and past residences, and any discrepancies contained therein. The following items will be included in a background check, at a minimum:

11.1.1. E-Verify all employees and personnel providing services under this Contract;

11.1.2. Employment history (last ten (10) years);

11.1.3. Social Security number verification;

11.1.4. Assumed names and aliases search;

11.1.5. State criminal records search for an unlimited period of time including court records search, Motor Vehicle Driving Records search, Department of Public Safety search, Department of Corrections search, Administrative Office of Court search, a County criminal records search for all counties of residence, and a Justice of the Peace criminal records search for all precincts of residence;

11.1.6. Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search;

11.1.7. Current and prior address check; and

11.1.8. Employee photo picture

11.2. The background check must be performed and completed seven (7) days prior to each employee or personnel providing services to CITY. A copy of the e-verify documentation and background check will be provided to CITY and CITY will be advised, if: 1) the background check identifies any criminal history, including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (3 months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to CITY.

11.3. CONTRACTOR shall furnish CITY with a completed verification certificate ("Certificate"), signed by CONTRACTOR containing the employee/personnel's full legal name, full address, date the background check was performed, and date of hire by CONTRACTOR. The Certificate should be sent to City Manager or designated representative via e-mail or in a sealed envelope marked "Confidential." The Certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems

(e.g., information discrepancies or inconsistencies, gaps in background, criminal felony or misdemeanor convictions/indictments, arrests/pending charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the CITY department requesting the personnel will assess the identified issues, pursuant to CITY policies and other laws and regulations; and 2) City Manager or designee will advise CONTRACTOR whether CITY department will permit the personnel/employee to perform the service.

11.4. CITY's Rights to Further Screen Personnel

11.4.1. Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities. CONTRACTOR (including CONTRACTOR's employees) or individuals who are not licensed by the Texas Department of State Health Services or other state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under CONTRACTOR's contract within two (2) years prior to the date of the most recent contract. CONTRACTOR (including CONTRACTOR's employees providing services under this Contract without a state professional license) are required to submit fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. CONTRACTOR is responsible for all cost associated with FAST fingerprint based check and criminal record check.

11.4.2. For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion.

11.4.3. CONTRACTOR shall inform all employees and personnel providing services under this Contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of CONTRACTOR.

11.4.4. CONTRACTOR shall have the temporary personnel execute any necessary consents, releases, and waivers:

11.4.4.1. Twelve months from the date the employee or personnel first started providing services to CITY, if the employee or personnel provided continuous services to CITY; or

11.4.4.2. To allow CITY or a third party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law; and

11.4.4.3. To release to CITY (and its employees) the employee/personnel's background history and/or criminal history.

11.5. Re-Verification: CONTRACTOR must have the background of any employee or personnel providing services to CITY re-verified:

11.5.1. Twelve months from the date the employee or personnel first started providing services to CITY, if the employee or personnel provided continuous services to CITY (and every twelve months thereafter); or

11.5.2. If there is a gap, of thirty (30) days or more, in the employee or personnel providing services to CITY. Upon such re-verification, CONTRACTOR shall provide CITY with another Certificate pursuant to the requirements in Section 11.3.

11.6. Warranties: CONTRACTOR represents and warrants;

11.6.1. All employees/personnel who perform any services for CITY have undergone the CONTRACTOR's background check and a City of Rowlett Certificate has been provided to CITY;

11.6.2. CONTRACTOR has a background check process/service which includes, at a minimum, the searches/information identified in Section 11.3;

11.6.3. CONTRACTOR will not assign or permit any individual to perform services for CITY unless: i) the individual has passed the background check; or ii) CONTRACTOR has notified CITY of potential problems and such problems have been resolved; and

11.6.4. CONTRACTOR will ensure that personnel are in compliance with the background check requirements in this Section 11 throughout the Term.

SECTION 12. SOVEREIGN IMMUNITY

This Contract is expressly made subject to CITY's sovereign and governmental immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or CITY has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

SECTION 13. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by CONTRACTOR under this Contract shall be delivered to CITY, without restriction on future use by CITY. CITY at its expense may make copies of any and all documents.

SECTION 14. INSURANCE REQUIREMENTS

CONTRACTOR agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

A. Within ten (10) calendar days after the Effective Date of this Contract, CONTRACTOR shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. CONTRACTOR shall, in the stated ten (10) day period, furnish to the City of Rowlett City Manager (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to CITY and authorized to do business in the State of Texas. Such insurance shall show CITY as the certificate holder (general

liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name CITY and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

B. Such insurance shall provide, at a minimum, the following coverages:

Types of Coverage	Limits of Liability
Worker's Compensation	As set forth in the Worker's Compensation Act
Commercial General Liability (Public)	$1,000,000 Each Accident/Occurrence $1,000,000 Aggregate $1,000,000 Products & Completed Operations Aggregate
City's Protective Liability Insurance	$600,000 per occurrence $1,000,000 aggregate
Excess/Umbrella Liability	$2,000,000 per occurrence w/drop down coverage
Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project	
Automobile Liability	$1,000,000 Combined single limit per occurrence
Professional Liability Insurance or Errors and Omissions Insurance	$1,000,000 per occurrence

1) Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then CONTRACTOR must provide to CITY evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If CONTRACTOR has no employee (as defined by the Texas Workers' Compensation Act), CONTRACTOR shall provide CITY with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance, attached hereto as Exhibit D and incorporated by reference for all purposes. In the event that any work is sublet, CONTRACTOR shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are afforded protection by the CONTRACTOR. CONTRACTOR shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. CONTRACTOR also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Department of Insurance — Division of Workers' Compensation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties or other civil actions.

2) Professional Liability Insurance or Errors and Omissions Insurance. CONTRACTOR shall indemnify CITY for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any

subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the CITY.

3) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include the legal liability. Such insurance shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage each accident/occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00) and products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

4) Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), CONTRACTOR shall furnish to CITY a certificate showing automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Contract, with the minimum limits of One Million and 00/100 Dollars ($1,000,000.00).

C. CONTRACTOR agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

1) This insurance shall not be canceled, or limited in scope or coverage for non-payment of premium, has been given by the insurance company to the CITY.

2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.

3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

4) Provide for an endorsement that the other insurance clause shall not apply to CITY where CITY is an additional insured on the policy.

5) Provide for notice to CITY at the address shown in this Contract (or as otherwise designated by CITY in writing) by registered or certified mail, return receipt requested, and full postage paid.

D. CONTRACTOR agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against CITY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.

E. CONTRACTOR shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

F. It is agreed that the CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by CITY for liability arising out of operations under this Contract with CITY.

G. CONTRACTOR shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if CONTRACTOR provides for three (3) year tail coverage, unless specifically approved in writing and executed by CITY.

H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that CITY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.

I. Except as otherwise expressly specified, CONTRACTOR shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against CITY, whether by way of subrogation or otherwise.

J. Insurance certificates. The certificates of insurance shall list CITY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by CONTRACTOR under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to CITY within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at CITY's sole discretion provided that such non-delivery is not cured within five (5) business days of notice.

K. If CONTRACTOR and/or its subcontractors fail to comply with any of the requirements relating to insurance, CITY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to CONTRACTOR the expense of obtaining such insurance and the cost of insurance premiums, provided that such failure to comply is not cured within 5 business days of notice. However, neither CONTRACTOR nor any third party shall have any recourse against CITY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the CONTRACTOR.

L. In the event CONTRACTOR fails to maintain insurance as required herein, CONTRACTOR shall within 5 business days of notice cure such lapse in insurance coverage at CONTRACTOR's sole expense, and pay CITY in full for all costs and expenses incurred by CITY under this Contract as a result of such failure to maintain insurance by CONTRACTOR, including costs and reasonable attorneys' fees relating to CITY's attempt to cure such lapse in coverage. Such costs as attorneys' fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to CONTRACTOR by CITY. Moreover,

CITY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to CONTRACTOR by CITY to cover CITY's potential exposure to liability during the period of such lapse. The retainage shall be held by CITY until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against CITY for any matter that should have been covered by the required insurance.

EXPENSES, COSTS, AND ATTORNEYS' FEES INCURRED BY CITY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. CONTRACTOR, AT ITS OWN EXPENSE WITH COUNSEL OF CITY'S CHOICE, WILL DEFEND AND HOLD CITY HARMLESS IN ANY CLAIM OR ACTION AGAINST CITY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF CONTRACTOR'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, CITY SHALL COOPERATE WITH AND MAY MONITOR CONTRACTOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS CONTRACTOR MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY CONTRACTOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE CITY'S COOPERATION IN SUCH DEFENSE. CONTRACTOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT CITY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

M. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONTRACTOR from liability.

N. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, CITY shall have the right to:

1) Order CONTRACTOR to stop work hereunder, which shall not constitute a Suspension of Work;

2) Withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof and assurance and proof acceptable to CITY that there is no liability to CITY for failure to provide such required insurance;

3) At its sole discretion, declare a material breach of this Contract, which, at CITY's discretion, may result in:

a) termination of this Contract;

b) demand on any bond, as applicable;

c) the right of CITY to complete this Contract by contracting with the "next lowest proposal." CONTRACTOR will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to CITY by CONTRACTOR on demand; or

d) any combination of the above;

O. CONTRACTOR shall advise CITY in writing within twenty-four (24) hours of any claim or demand, against CITY or CONTRACTOR, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Contract.

P. Acceptance of the services by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the services performed by CONTRACTOR, its employees, subcontractors, and agents.

Q. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractor's performance of the work covered under this Contract.

R. CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.

S. Standard of Care: Services provided by CONTRACTOR under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.

T. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

U. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 15. RIGHT OF REVIEW AND AUDIT

CITY may review any and all of the services performed by CONTRACTOR under this Contract. CITY is hereby granted the right to audit, at CITY's expense and election, all of CONTRACTOR's records and billings relating to the performance of this Contract, provided that such audits requiring records or other reports be noticed to CONTRACTOR twenty four (24) hours in advance of such audit. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of this Contract. Additionally, CITY shall have immediate access to CONTRACTOR's offsite facilities where CITY property is maintained.

SECTION 16. RIGHT OF REVIEW AND AUDIT

CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by CITY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. CONTRACTOR and CITY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by CITY, refund expenditures of the CONTRACTOR that are contrary to this Contract and deemed inappropriate by CITY provided such expenditures are in non-compliance with the terms herein.

SECTION 17. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Contract, CITY shall immediately have the right to audit any and all records of CONTRACTOR relating to this Contract, provided that CITY can provide CONTRACTOR twenty four (24) hours notice of such audit. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide anything requested from CITY at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) all Contract and services documentation identified in a complete, neat and orderly manner; (ii) good faith pledge to cooperate with CITY upon transition of services to another CONTRACTOR or CITY department providing the same or similar services; (iii) final accounting of all income from the Contract; (iv) downloading and removal of all CITY information from the CONTRACTOR's equipment and software; (v) removal of CONTRACTOR services without affecting the integrity of CITY's systems; and (vi) all Records and CITY property within thirty (30) business days of such expiration or termination. This provision shall survive Contract termination.

SECTION 18. TAX

CITY, as a municipality of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes, and shall therefore not be liable or responsible to the CONTRACTOR for the payment of such taxes under this Contract.

The fees paid to CONTRACTOR pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by CONTRACTOR's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by CONTRACTOR in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by CONTRACTOR.

CONTRACTOR accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by CONTRACTOR for work performed under the terms of this Contract and **agrees to indemnify, defend and save harmless CITY from any such contribution or taxes or liability.**

SECTION 19. SECURITY FOR FAITHFUL SERVICE

With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with CITY within thirty (30) calendar days of award and in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.

A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total annual base amount of the Contract, as evidenced by Exhibits F and G, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of CITY. Should CITY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to CITY confirmation of the existing bond or provide a new bond, if applicable. Bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the City Council.

B. Bonds shall be executed by a duly authorized surety company satisfactory to CITY. CITY will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."

C. No sureties will be accepted by CITY who are now in default or delinquent on any bonds or who are interested in any litigation against CITY. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

D. Each bond shall be executed by CONTRACTOR and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.

E. In the event the Contract is prematurely terminated due to non-performance and/or CONTRACTOR's request, CITY reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, CITY will seek its attorneys' fees and costs of suit from CONTRACTOR, which amount CONTRACTOR shall pay within thirty (30) days of judgment.

F. All bonds shall be delivered to CITY within thirty (30) calendar days after award of the Contract.

G. CITY will disburse no payment for goods or services provided unless a good and sufficient bond is on file with CITY.

SECTION 20. CONFIDENTIALITY AND OPEN RECORDS ACT

CONTRACTOR shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. CONTRACTOR agrees to adhere to all confidentiality requirements, as applicable, for work conducted for CITY under this Contract.

A. Open Records or Public Information Act. The parties acknowledge and agree that CITY is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Open Records Act" or the "Texas Public Information Act" (hereinafter "Open Records Act"). Notwithstanding any other provision, including exemptions or exceptions to the Open Records Act, the

parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that CITY may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of CITY. It is further acknowledged and agreed that CITY has the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. CONTRACTOR hereby releases CITY from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by CONTRACTOR or in the possession or knowledge of CITY that is determined by CITY or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

B. Confidential or Proprietary Marking. Any information or documents the CONTRACTOR uses in the performance of the services provided under this Contract that CONTRACTOR considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information if release is required under the Texas Open Records Act, or is otherwise required by law.

C. Instruments of Service. All records, reports, documents, and information provided to CITY in the performance of this contract are deemed Instruments of Service and shall be the sole and exclusive property of the CITY.

SECTION 21. INDEPENDENT CONTRACTOR

CONTRACTOR, including its agent, student or employee, is an independent CONTRACTOR and not an agent, servant, joint enterpriser, joint venturer, or employee of CITY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 22. SUBCONTRACTING

CONTRACTOR may not enter into Contracts with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of CITY. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to CITY for the performance of this Contract. CONTRACTOR shall pay all subcontractors in a timely manner. CITY shall have the right to prohibit CONTRACTOR from using any subcontractor.

No subcontract may be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) (available at SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 23. ASSIGNMENT

During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of CITY. Should CITY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor(s). In the event of failure by CONTRACTOR to comply with these requirements, CITY may, at its option, terminate this Contract provided that such failure is not cured within 10 business days of notice. Should CITY authorize the CONTRACTOR to transfer this Contract, in whole or in part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this Contract; and CONTRACTOR will continue to be responsible for the performance of the secondary contractor.

CONTRACTOR understands and agrees that in the event that all or substantially all of CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, CITY, at its option, may terminate or renegotiate the terms of this Contract.

SECTION 24. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 25. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply without additional cost or expense to CITY, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

SECTION 26. FISCAL FUNDING

Notwithstanding any provisions contained in this Contract, the obligations of CITY under this Contract are expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. CONTRACTOR shall have no right of action against CITY in the event CITY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that CITY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, CITY, at its sole discretion, may provide funds from a separate source or may terminate this Contract without fault or liability by written notice to CONTRACTOR at the earliest possible time prior to the end of its fiscal year.

SECTION 27. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the

same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To CITY:	City Manager City of Rowlett, Texas 4000 Main Street Rowlett, Texas 75088
w/a copy to:	David M. Berman Nichols, Jackson, Dillard Hager & Smith 1800 Ross Tower, 500 N. Akard Street Dallas, Texas 75201
To CONTRACTOR:	Jeffrey Stevens Vice President of Emergency Management CDR Maguire Inc 8669 NW 36th Street, Suite 340 Doral, Florida 33166

SECTION 28. ENTIRE CONTRACT

It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of CITY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 29. MINORITY PARTICIPATION:

The CONTRACTOR agrees to comply with the provisions of Exhibit "D", "Minority/Women Business Specifications for RFPs" as filed by CONTRACTOR with Dallas County Minority/Women Business Enterprise office in response to RFP No. 2016-14. Said response is fully incorporated herein for all purposes as if reproduced word for word.

SECTION 30. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

SECTION 31. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, CONTRACTOR must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials,

and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 32. PROMPT PAYMENT ACT

CONTRACTOR agrees that a temporary delay in making payments due to CITY's accounting and disbursement procedures shall not place CITY in default of this Contract and shall not render CITY liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any undisputed payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 33. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 34. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves.

SECTION 35. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 36. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Parties have a duty to mitigate damages.

SECTION 37. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 38. NUMBER/GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 39. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 40. TITLE VI ASSURANCES/COMPLIANCE

CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies CONTRACTOR that it has affirmatively ensured that disadvantaged business enterprises were afforded full and fair opportunity to submit bids in response to RFP No. 2016-14 and were not discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with CITY including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a CITY Division/Department that receives federal funds).

This Contract contains information concerning CITY's Title VI Assurances/Compliance Policy and Contractor responsibilities.

SECTION 41. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE

CONTRACTOR and CITY agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to any Federal agency awarding funds for work performed under this Contract and the Regional Office of the Environmental Protection Agency (EPA).

SECTION 42. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

CONTRACTOR and CITY agree to comply with 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

SECTION 43. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

SECTION 44. SIGNATORY WARRANTY

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

EXECUTED THIS _____ DAY OF _____ 2016.

CITY OF ROWLETT

By:_____
Brian Funderburk, City Manager

CDR MAGUIRE INC

By:_____
Jeffrey Stevens, Vice President of Emergency Management

ATTEST:

By:_____
Laura Hallmark, City Secretary

Approved as to form*:

By:_____
David M. Berman, City Attorney*

*BY LAW, THE CITY ATTORNEY MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON FILLS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

EXHIBIT C

Proposal Pricing Form		
Description	**UOM**	**Unit Price**
Project Executive	Hourly Rate	$ 165.00
Subject Matter Expert	Hourly Rate	147.00
Project Manager	Hourly Rate	154.00
Project Accountant	Hourly Rate	119.00
Senior Closeout Specialist	Hourly Rate	132.00
Closeout Specialist	Hourly Rate	117.00
Senior Engineer	Hourly Rate	150.00
Engineer	Hourly Rate	120.00
Senior Legal Specialist	Hourly Rate	152.00
Legal Specialist	Hourly Rate	132.00
Senior Project Accountant	Hourly Rate	132.00
Senior FEMA Recovery Specialist	Hourly Rate	132.00

Other Required Positions

Title	Qualifications	Job Description
Senior Engineer	10+ years of experience with a bachelor's degree, 8+ with an advanced degree. Professional engineer license required.	Responsibilities include developing cost estimates, managing complex projects, developing specifications, selects methods of analysis, methods of construction and materials of construction, supervising engineers.
Engineer	5+ years of experience with a bachelor's degree, 3+ with an advanced degree. Professional engineer license required.	Responsibilities include supporting the development of cost estimates, inspecting drawings developed, provides design sketches, assisting with developing specifications, and assisting with selection of analysis, methods of construction and materials of construction.
Senior Legal Specialist	12+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting and submitting appeals, distributing white papers and policy statements, providing department-wide legal advice, supervising legal specialists.
Legal Specialist	10+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	Responsibilities include reviewing/analyzing federal, state, county, and local policies, laws, and regulations, drafting appeals, and drafting white papers and policy statements.
Senior Project Accountant/FEMA Recovery Specialist	10+ years of experience with a bachelor's degree, 8+ with an advanced degree.	Responsibilities include general grant management, interfacing with state and federal representatives, developing and review damage descriptions, scopes of work, and Project Sheets, other tasks needed to support disaster recovery operations, supervising project accountants/FEMA recovery specialists.

EXHIBIT D

Excerpt from City of Rowlett, Texas, Purchasing Manual

C. Historically Underutilized Vendors

The City of Rowlett, in making an expenditure of more than $3,000 but less than $50,000, is required by Texas Local Government Code Section 252.0215 to contact at least two historically underutilized businesses on a rotating basis, based on information provided by the Texas Building & Procurement Commission. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this requirement.

Please contact the Purchasing Office for a listing of historically underutilized businesses within the particular commodity for which you may be soliciting pricing.

EXHIBIT E

TITLE VI ASSURANCES/COMPLIANCE

A. Assurances

During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix 13 of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information-

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the Contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U-S-C- § 2000d et seq., 78 sta. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq-), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq-), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U-S-C- § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R- parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

The contractor also makes the following representations and warranties to the City of Rowlett:

1. It has taken the steps necessary to effectuate Title VI requirements.

2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.

3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this Contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such

complaint must be filed in writing or in person with the City of Rowlett Director of Human Resources (the City's Title VI Coordinator):

Richard Jones, Human Resources Director
City of Rowlett
4002 Main Street
Rowlett, Texas 75088
(972) 412-6182

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice Civil Rights
Division Federal Coordination and Compliance Section,
NWB 950 Pennsylvania Avenue, N.W. Washington, DC. 20530.

More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by the City of Rowlett, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this Contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by the City of Rowlett, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

_____
Contractor's Full Name

_____
Signature, Authorized Representative of Contractor Date

_____
Title

EXHIBIT F

PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

That _____ of the City of _____, County of _____, and the State of Texas, as principal and _____ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of

_____($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the Owner, dated the ___ day of _____, 2016, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the work and all covenants, conditions and agreements said Contract to be observed and performed, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents therein annexed, then this obligation shall be void, otherwise to remain in full force and effect. It is further agreed that this Bond shall be a continuous obligation against the Principal and each member of said Principal who is a party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach until the full amount hereof shall have been exhausted; and the liability of the sureties on this Bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the Contract or specifications or by any law or ordinance. The penal sum hereof shall increase without notice automatically and correspondingly if and as the price of the Contract is increased.

In the event Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the City for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

This bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the price or work to be performed thereunder. The Surety agrees to pay to the City upon demand all loss and expenses, including attorney's fees and court costs, incurred by the City by reason of or on account of any breach of the obligations of this Bond by the Surety.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____day of _____, 2016.

_____	_____
Principal	Surety
By_____	By_____
Title _____	Title_____
Address _____	Address_____
_____	_____
_____	_____

The name and address of the Registered Agent of Surety is:

_____

_____

EXHIBIT G

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

That _____ of the City of _____, County of _____, and the State of Texas, as principal and _____ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of

_____($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the Owner, dated the ___ day of _____, 2016, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that this Bond guarantees the full and proper protection of and prompt payment to all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents thereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said chapter and article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the terms or price of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, , but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond, and surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____day of _____, 2016.

_____	_____
Principal	Surety
By_____	By_____
Title _____	Title_____
Address _____	
Address_____	
_____	
_____	
_____	
_____	

The name and address of the Registered Agent of Surety is:

_____

_____

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/22/2016 **AGENDA ITEM:** 3B

TITLE

Consider action to approve a resolution authorizing the City Manager to negotiate and execute a task order for comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $150,000.

STAFF REPRESENTATIVE

Kim Galvin, Director of Financial Services
Ed Balderas, Emergency Management Specialist

SUMMARY

This item will provide comprehensive disaster recovery management services for the December 26, 2015, Tornado Event for an amount not to exceed $150,000.

BACKGROUND INFORMATION

The annual contract for the comprehensive disaster recovery management consultant services will be awarded on March 22, 2016. This contract will utilize that annual contract for the specific incident, December 26, 2015 Tornado Event.

DISCUSSION

The annual comprehensive disaster recovery management consultant services contract secured the service of a capable and experienced service provider who could successfully provide support for a federally declared disaster. On January 21, 2016, a Presidential Major Disaster Declaration was made, DR-4255, for the December 26, 2015, Tornado Event. Through this declaration, FEMA Public Assistance (PA) and Hazard Mitigation Grant Program funds have been made available to the City of Rowlett for response and recovery, and mitigation against similar future disasters.

The PA program and Hazard Mitigation programs are complex processes. The complexity of these federal grant programs demand specialized project and grant management, engineering, financial, and legal expertise to successfully capture and retain the maximum reimbursement of eligible disaster related costs.

Because time is of the essence, staff presented the opportunity to award this contract at the earliest possible meeting, following all local and state purchasing guidelines. Contracts will be developed by the City Attorney in conjunction with FEMA legal consultants.

FINANCIAL/BUDGET IMPLICATIONS

Funding for this contract, along with all funding for the Tornado Event of December 26, 2015, are being considered by staff and Council. The management consultant will be required to track hours

based on PW's and program work. Time dedicated to PW's will be eligible for the same cost share the project receives as Direct Administrative Costs (DAC). The cost allocation for some of the available programs are described below. The City's reimbursement percentage will be determined by the program applied. The City may apply for all programs below as well as other grant opportunities as determined by the consultant.

> FEMA provides DAC related to managing PA projects worksheets. Funding for DR-4255 eligible DAC will be reimbursed at 75%. It is expected that the utilization of the consultants will allow the City to capture and retain funding that will significantly offset the 25% City match.
>
> Most administrative costs for FEMA's HMA programs are not reimbursable. However, a consultant with experience in the development of HMA grant applications will cost-effectively draft applications, especially when proposed projects have highly-technical engineering components.
>
> Program administrative costs for CDBG-DR grants are capped at 20%. This cap includes third party contracts and agreements. Administrative costs typically fall within the 20% cap and are considered fully reimbursable.

All FEMA grantees are subject to audit through the Office of the Inspector General (OIG). As a result of an OIG audit, grants may be rescinded. This would result in a loss of funding and a mandate for the City to repay grant proceeds. Due to the subject matter expertise that the use of a disaster recovery consultant firm brings, the City should be able to maximize the amount of federal disaster recovery assistance funding it receives and retains through the federal audit.

RECOMMENDED ACTION

Staff recommends approval of a resolution authorizing the City Manager to negotiate and execute a task order for comprehensive disaster recovery management services with CDR Maguire for an amount not to exceed $150,000.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A TASK ORDER FOR DISASTER RECOVERY MANAGEMENT SERVICES RELATED TO THE DECEMBER 26, 2015 TORNADO EVENT FOR AN AMOUNT NOT TO EXCEED $150,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide for disaster recovery management consultant services for the December 26, 2015 Tornado Event; and

WHEREAS, the City of Rowlett City Council awarded the annual contract for Disaster Recovery Management Services on March 22, 2016; and

WHEREAS, this task order will be for the December 26, 2015 Tornado Event.

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

Section 1: That the City Council of the City of Rowlett does hereby authorize the City Manager to negotiate and execute, subject to city attorney approval, a task order for Disaster Recovery Management Services for the December 26, 2015 Tornado Event, for an amount not to exceed $150,000.

Section 2: This resolution shall become effective immediately upon its passage.

ATTACHMENTS

Attachment 1 – Draft Task Order

COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES
TASK ORDER
DR-4255 SEVERE WINTER STORMS, TORNADOS, STRAIGHT-LINE WINDS, AND FLOODING

This Task Order dated _____, pertains to the Agreement by and between CDR Maguire Inc., ("Consultant") and the City of Rowlett, Texas ("CLIENT"). The Agreement ("Contract") between CONSULTANT and CLIENT is dated _____. CONSULTANT shall perform the Services on the Project as provided herein and in the Contract. Upon execution, this Task Order shall supplement the Agreement as it applies to the Project described below.

TASK ORDER NUMBER: _____

PROJECT NAME: DR-4255 Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding

PART 1.0 PROJECT DESCRIPTION:

To provide reimbursement claims and other professional services to support CLIENT in its recovery efforts from the EF-4 tornado that struck the City on December 26, 2015.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

1. CONSULTANT shall perform work, as directed, for claim recovery, FEMA Public Assistance Program administration, and management services.
2. CONSULTANT will assist CLIENT in identifying all eligible damages for reimbursement under the Public Assistance Program.
3. CONSULTANT will provide guidance on the execution of the CLIENT'S role and responsibilities under the FEMA Public Assistance Program in compliance with the Stafford Act, applicable federal regulations and policies, and the administrative requirements of the State of Texas.
4. CONSULTANT will assist CLIENT in the development and implementation of appropriate documentation and information management to maximize opportunity for disaster claims recovery.
5. CONSULTANT will periodically meet, as determined by the Rowlett Office of Emergency Management, with CLIENT to determine the Project Action Plan and keep CLIENT updated on progress of project development.
6. CONSULTANT will advise CLIENT regarding the eligibility of disaster-related losses and expenditures under the FEMA Public Assistance and Hazard Mitigation Assistance Programs.
7. CONSULTANT will make all reasonable efforts to track and document labor and expenditures for providing services under this Task Order in accordance with FEMA policy for reimbursement of direct administrative costs (DAC) under the Public Assistance Program (FP 104-009-2).
8. CONSULTANT will provide training on Public Assistance Program documentation management, to include data entry, for CLIENT paid-staff and volunteers, in order to ensure that all appropriate documentation are cost-effectively captured.

PART 3.0 DELIVERABLES AND ADDITIONAL SERVICES:

1. CONSULTANT will work with the City to develop a preliminary resource needs analysis and recovery strategy.
2. Implement a project document tracking system and matrix to support CLIENT Project Worksheet development, submittal, and payment.
3. Provide a project work plan with specific project milestones, goals, and deliverables.
4. Gather with CLIENT all documentation and, if needed, create documentation to support Project Worksheet development.

5. Support and begin development of and, if necessary, amendments to Project Worksheets for eligible Emergency Work (Category A & B – Debris Removal and Emergency Protective Measures) and Permanent Work (Categories C-G).
6. Review and support active Project Worksheet for Debris Removal under the Public Assistance Alternative Procedures (PAAP) Pilot Program.
7. Work with the City's staff to identify potential Section 406 mitigation projects, develop justifications and Benefit Cost Analysis.

PART 4.0 CLIENT'S RESPONSIBILITIES:

1. The CLIENT will provide CONSULTANT, in a timely manner, all documentation and information requested and make reasonable effort to provide access to CLIENT representatives and staff as necessary to answer questions as needed.
2. The CLIENT will provide CONSULTANT, at no charge and when necessary and possible, temporary working space at a CLIENT-owned facility with electricity and internet access.

PART 5.0 PERIODS OF SERVICE:

March 22, 2016 – September 30, 2016

PART 6.0 CONSULTANT'S COMPENSATION FOR SERVICES:

CONSULTANT shall deliver the services as described in the RFP at the hourly rates provided in Attachment A. In accordance with the pricing and terms under the Contract, all travel, lodging, and per diem charges for service pertaining to this engagement will be shown separately and billed at actual costs per General Services Administration (GSA) rates as outlined in Attachment A. GSA rates are available at the following address http://www.gsa.gov/portal/category/100120. CONSULTANT shall provide services as needed or directed for the period of performance for total costs not to exceed $150,000.

PART 7.0 EXECUTED CONTRACT BETWEEN CONSULTANT AND CLIENT ATTACHED HERETO:

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

CITY OF ROWLETT, TX		CDR MAGUIRE INC.	
"CLIENT"		"CONSULTANT"	
SIGNATURE:	_____	SIGNATURE:	_____
NAME:	Brian Funderburk	NAME:	Jeffrey Stevens
TITLE:	City Manager	TITLE:	Vice President of Emergency Management
ADDRESS:	4000 Main Street Rowlett, Texas 75088	ADDRESS:	8669 NW 36th Street, Suite 340 Doral, Florida 33166

ATTEST:

By:_____
Laura Hallmark, City Secretary

Approved as to form*:

By:_____
David M. Berman, City Attorney*

*BY LAW, THE CITY ATTORNEY MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON FILLS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

ATTACHMENT A

Labor Category	Minimum Qualifications	Rate ($/HR)
Project Executive	12+ years of experience with a Bachelor's degree, 10+ with an advanced degree. Possess past leadership in disaster recovery assignments.	165.00
Subject Matter Expert	15+ years of specific experience with a Bachelor's degree, 12+ with an advanced degree. Experience must demonstrate mastery in the topic at hand.	147.00
Project Manager	10+ years of experience with a Bachelor's degree, 8+ with an advanced degree. Possess past leadership in disaster recovery assignments.	154.00
Project Accountant/FEMA Recovery Specialist	5+ years of experience with a Bachelor's degree, 3+ with an advanced degree.	119.00
Senior Closeout Specialist	10+ years of experience with a Bachelor's degree, 8+ with an advanced degree.	132.00
Closeout Specialist	5+ years of experience with a Bachelor's degree, 3+ with an advanced degree.	117.00
Senior Engineer	10+ year of experience with a Bachelor's degree, 8+ with an advanced degree. Professional engineer license required.	150.00
Engineer	5+ year of experience with a Bachelor's degree, 3+ with an advanced degree. Professional engineer license required.	120.00
Senior Legal Specialist	12+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	152.00
Legal Specialist	10+ years of experience with a JD. Experience must demonstrate understanding of disaster law concepts.	132.00
Senior Project Accountant/Senior FEMA Recovery Specialist	10+ years of experience with a Bachelor's degree, 8+ with an advanced degree.	132.00

GSA Rates (Oct. 2015-Sept. 2016):

Max. Lodging: $149.00/day

Meals and Incidental Expenses (M&IE): $59.00/day