

RESOLUTION NO. 2018-13

A RESOLUTION AUTHORIZING A TWO-YEAR AGREEMENT WITH ARDURRA GROUP, LLC FOR DISASTER RECOVERY CONSULTING SERVICES RELATED TO HURRICANE HARVEY FOR AN AMOUNT NOT TO EXCEED \$300,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

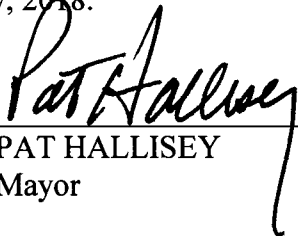
Section 1. The City a authorizes a two-year agreement in substantially the same form as Exhibit 1, which is attached and incorporated herein, with Ardurra Group, LLC for disaster recovery consulting services related to Hurricane Harvey for an amount not to exceed \$300,000.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

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

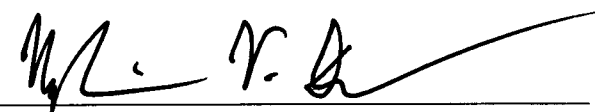
PASSED AND APPROVED the 23rd day of January, 2018.


PAT HALLISEY
Mayor

ATTEST:


DIANA M. STAPP
City Secretary

APPROVED AS TO FORM:


NGHIEM V. DOAN
City Attorney

AGREEMENT BETWEEN THE CITY OF LEAGUE CITY AND ARDURRA GROUP, LLC FOR CONSULTATION SERVICES

§
§
§

This Agreement ("Agreement") is entered into by and between the City of League City (hereinafter the "City") and Ardurra Group, LLC (hereinafter the "Consultant") on the date set forth below.

RECITALS

WHEREAS, the City of League City was impacted by the catastrophic effects of Hurricane Harvey where an estimated total of fifty (50) inches of rainfall led to flooding impacts to over 7,000 homes within the City in addition to damage to City parks, facilities and equipment; and

WHEREAS, to maximize the City's eligible and reimbursement opportunity for all federal assistance programs, including FEMA programs, the City wishes to engage a consultant who has expertise and/or experience in such programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

TERMS

1. **Recitals:** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Scope of Services:** Consultant will perform the designated services as set forth in Exhibit A, which is attached and incorporated for all purposes.
3. **Term and Termination:** This agreement shall begin on January 5, 2018 and terminate on November 1, 2019. This agreement may be terminated for convenience by either party upon written notice to the other party. Upon such termination, CITY shall pay Consultant, at the rate set out in Exhibit B, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Consultant for any services performed or for expenses incurred by Consultant after the date of the termination notice that could have been avoided or mitigated by Consultant.
4. **Compensation:** Consultant shall be paid for the services as set forth in Exhibit B, attached and incorporated for all purposes. The total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000). CITY shall pay Consultant in accordance with the Texas Government Code 2251. Consultant must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If CITY disapproves any amount submitted for payment by Consultant, CITY shall give Consultant specific reasons for disapproval in writing. Upon resolution of any disputed charges, Consultant shall submit an amended invoice covering any remaining charges to CITY.
5. **Relationship of the Parties:** Consultant is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Consultant understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Consultant shall be responsible for all

expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

6. **Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Consultant hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Consultant shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Consultant hereby waives and appoints CITY to assert on the Consultant's behalf the Consultant's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Consultant may come in contact with confidential information of CITY. Consultant agrees to treat as confidential the information or knowledge that becomes known to Consultant during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Consultant shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in Consultant's possession or control. Consultant shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Consultant without the prior written approval of CITY.
8. **Warranties and Representations:** Consultant warrants and agrees that Consultant shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Consultant warrants and agrees that Consultant will perform the Services in compliance with all city Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Consultant agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
10. **Performance/Qualifications:** Consultant agrees and represents that Consultant has the personnel, experience, and knowledge necessary to qualify Consultant for the particular duties to be performed under this Agreement. Consultant warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
11. **Conflict of Interest:** Consultant warrants, represents, and agrees that Consultant presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Consultant's performance of the Services hereunder. Consultant further warrants and affirms that

no relationship or affiliation exists between Consultant and CITY that could be construed as a conflict of interest with regard to this Agreement.

12. **Insurance:** For the entire term of the Agreement ("Term"), Consultant shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies). If, during the Term, Consultant will enter City property, Consultant shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. Consultant shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Consultant shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.
13. **Indemnification:** Consultant shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Consultant or any agent, employee, subcontractor, or supplier of Consultant in the execution or performance of this contract, to the extent the claim arises from negligence, willful act, breach of contract or violation of law.
14. **Force Majeure:** Neither CITY nor Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
15. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Consultant certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Consultant understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Consultant agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Consultant will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by CITY and the Consultant to attempt to resolve any claim for breach of contract made by Consultant that cannot be resolved in the ordinary course of business. The Director of Finance of CITY shall examine Consultant's claim and any counterclaim and negotiate with Consultant in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Consultant, (ii) neither the issuance of this Contract by CITY nor any other conduct, action or inaction of any representative of CITY relating to this contract constitutes or is intended to constitute a waiver of CITY's or the state's sovereign immunity to suit; and (iii) CITY has not waived its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement, with all exhibits, contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written Agreement of the parties executed subsequent to this Agreement.
21. **Authority:** Consultant warrants and represents that Consultant has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this Agreement on behalf of CITY.
22. **Remedies:** In the event Consultant breaches a term of this Agreement, Consultant shall be subject to all administrative, contractual or legal remedies allowable under law.
23. **Compliance with the Contract Work Hours and Safety Standards Act:**
- a. Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums

as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

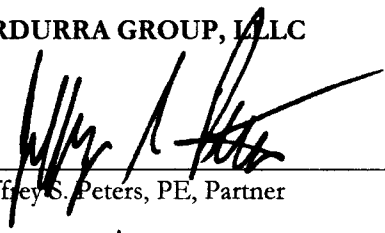
24. **Clean Air Act:** Consultant agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
25. **Federal Water Pollution Control Act:** Consultant agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
26. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of Consultant’s employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - a. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - b. This certification is a material representation of fact relied upon by the City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Byrd Anti-Lobbying Amendment:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient

28. **Procurement of Recovered Materials:** If applicable, Consultant, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
29. **Amendments:** To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Therefore, no subsequent change may be made this Agreement that interferes with the City's ability to seek reimbursement from FEMA.
30. **Access to Records:** Consultant agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - a. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - b. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
31. **DHS Seal, Logo, and Flags:** Consultant shall not use the Department of Homeland Security (hereinafter "DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
32. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
33. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
34. **Program Fraud and False or Fraudulent Statements or Related Acts:** Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
35. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Consultant verifies that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
36. **Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organizations:** Consultant warrants, covenants, and represents that Consultant is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

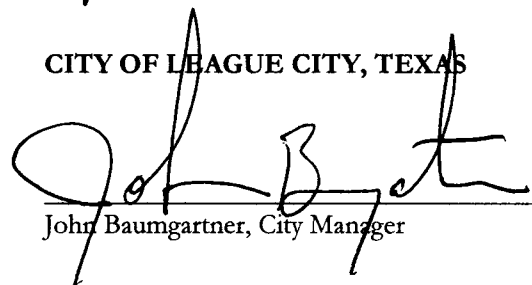
Executed this 24th day of January 2018.

ARDURRA GROUP, LLC



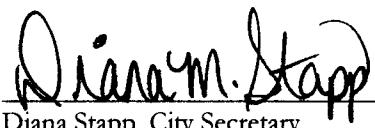
Jeffrey S. Peters, PE, Partner

CITY OF LEAGUE CITY, TEXAS



John Baumgartner, City Manager

ATTEST:



Diana Stapp, City Secretary

APPROVED AS TO FORM:



Nghiem V. Doan, City Attorney

EXHIBIT “A”
SERVICES

EXHIBIT A - SCOPE OF SERVICES

Disaster Recovery Technical Assistance

CONSULTANT will provide professional services and technical assistance to support the Applicant to apply for Public Assistance for Post Declaration Activities, Project Development, Project Formulation and Hazard Mitigation as described in the following paragraphs.

CONSULTANT will assist with documenting activities performed before, during, and after the disaster which are considered Emergency Protective Measures.

1.1 Grant Management

The CONSULTANT is to provide assistance and support for grants management and administration as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program and Federal Emergency Management Agency Hazard Mitigation Program. The CONSULTANT shall work closely and collaborate with various funding agencies and internal CITY staff to ensure the proper use and application of federal and state funds. The CONSULTANT shall focus on maximizing eligible, allocable federal dollars. The CONSULTANT shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. The CONSULTANT will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, The CONSULTANT may perform services and work necessary to complete the following objectives and tasks:

1.1.1 Develop a document management plan that specifically outlines the structure, containment, and management of all project documentation consistently for all CITY departments. Effectively maintain efficient and complete records concerning any and all applicable grant programs.

1.1.2 Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.

1.1.3 Attend meetings with the CITY, Federal agencies, and State agencies to negotiate and represent Project Worksheets (PWs) and the obligation of eligible amounts.

1.1.4 Provide grant management advice to maximize reimbursements of disaster recovery expenses.

1.1.5 Provide advice to CITY personnel and consultants; attend and participate in meetings as required.

1.1.6 Prepare draft correspondence to local, Federal and State officials as necessary.

1.1.7 Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.

1.1.8 Keep track and monitor CONSULTANT's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).

1.1.9 Provide written performance and status reports to CITY on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:

- 1.1.9.1 Hours billed and amount invoiced by personnel
- 1.1.9.2 PW and grant application development and revisions
- 1.1.9.3 PW and grant application submissions and approvals
- 1.1.9.4 Obligated amounts versus eligible estimates
- 1.1.9.5 Issues with PW and grant application submissions and resolutions
- 1.1.9.6 Issues requiring assistance
- 1.1.9.7 Amounts awarded to CITY per PW and grant application
- 1.1.9.8 Requests For Reimbursement submitted
- 1.1.9.9 Estimated and actual costs
- 1.1.9.10 Reimbursements received by CITY

1.2 Grant Development

The CONSULTANT shall provide services to maximize grant funding for the CITY, including but not limited to the following objectives and tasks:

1.2.1 Prepare and coordinate the development of PW's and versions as required with the CITY, Federal agencies and State agencies. This includes project development, formulation, and processing as required for small and large projects.

1.2.2 Prepare, submit, and track Hazard Mitigation Grant program applications as required with the CITY, Federal agencies and State agencies. This includes project or program development, formulation, processing, and monitoring as required.

1.2.3 Work with the CITY departments and divisions to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated and reimbursed.

1.2.4 Review eligibility issues for the City and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.

1.2.5 Ensure that all eligible damages have been identified, quantified, and presented to the CITY, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.

1.2.6 Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.

1.3 Policy Support

The CONSULTANT shall provide support to the CITY on all relative grant policies, including but not limited to providing the CITY with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.

1.4 Debris Management

The CONSULTANT as part of Grant Management and Grant Development activities to be provided under the tasks indicated above shall track, quantify and document the CITY's debris removal activities for inclusion in a Category A PW for reimbursement, per data provided by the CITY's Debris Monitoring Firm.

1.5 Damage Assessment

CONSULTANT shall, in conjunction with CITY personnel, complete a damage assessment of City infrastructure including public infrastructure and facilities. Work shall be categorized. Completion of damage assessments shall be based upon an approach and level of activity that meets CITY Approval.

1.6 Project Management

The CONSULTANT shall perform work that is considered Project Management to seamlessly and efficiently support the CITY 's grants and program objectives. CONSULTANT may perform services and work necessary to complete the following objectives and tasks:

- 1.6.1 Contact CITY departments and CONSULTANT's to the CITY for information and coordinate their participation
- 1.6.2 Assist in plenary activities related to federal and state grants
- 1.6.3 Oversee and coordinate project decisions
- 1.6.4 Assist in responding to emergencies and natural disasters
- 1.6.5 Participate in document and data management
- 1.6.6 Assist in processing and tracking financial transactions related to such grants
- 1.6.7 Other project management activities as requested
- 1.6.8 Provide coordination services between CITY departments on capital projects.

1.7 Additional Services

The CONSULTANT shall provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives. The CONSULTANT shall also provide cost reconciliation support as needed. The CONSULTANT shall provide destructive and non-destructive testing, as needed and approved by the CITY to document damages, including but not limited to roof system analysis, wall system testing, metallurgy, hazardous materials testing, geotechnical investigations, topographic surveys and other related information necessary to support the identification of storm related damage. The CONSULTANT shall obtain reasonable proposals from qualified third parties when required for the Project and recommend to the

CITY for approval. Additional Services shall be considered a reimbursable expense and billed to the CITY.

1.8 Damage Categories to be Managed

It is anticipated the following damaged facilities shall be managed by the CONSULTANT for the CITY to include but not be limited to the following:

- 1.8.2 Debris removal activities in support of Category A PW development
- 1.8.3 Documentation of Category B Emergency Measures in Support of PW development
- 1.8.4 Categories C – G Permanent Repairs to damaged Facilities listed on the damage inventory list.

EXHIBIT "B"
COMPENSATION

COST PROPOSAL

Title	Rate	Title	Rate
Accountant I	\$125	GIS Specialist I	\$90
Accountant II	\$160	GIS Specialist II	\$115
Accountant III	\$220	GIS Specialist III	\$140
Administrative/Clerical I	\$65	Hydrologist I	\$95
Administrative/Clerical II	\$85	Hydrologist II	\$120
Analyst I	\$90	Hydrologist III	\$165
Analyst II	\$115	Inspector I	\$70
Analyst III	\$145	Inspector II	\$90
CAD Technician I	\$75	Inspector III	\$115
CAD Technician II	\$100	Planner, General I	\$90
CAD Technician III	\$125	Planner, General II	\$120
Compliance Manager I	\$125	Planner, General III	\$150
Compliance Manager II	\$145	Principal / Vice President	\$220
Construction Manager I	\$115	Program Coordinator I	\$75
Construction Manager II	\$140	Program Coordinator II	\$90
Construction Manager III	\$160	Program Coordinator III	\$110
Document Manager I	\$75	Program Manager I	\$190
Document Manager II	\$85	Program Manager II	\$225
Engineer I	\$100	Project Controls Specialist I	\$80
Engineer II	\$130	Project Controls Specialist II	\$100
Engineer III	\$160	Project Controls Specialist III	\$125
Estimator I	\$85	Project Manager I	\$130
Estimator II	\$95	Project Manager II	\$150
Estimator III	\$105	Project Manager III	\$175
		Subject Matter Expert	\$225
		Technician (Sr) / Designer	\$125
Roles as Outlined in RFP			
Sr Advisor Disaster Recovery	\$225		
Technical Assistance Liaison Operations	\$120		
Appeals Specialist	\$125		
Debris Specialist	\$ 95		
Mitigation Specialist	\$125		
Disaster Recovery Specialist	\$125		
Project Manager	\$150		
Technical Assistance Financial			
Mgmt & Admin Oversight	\$140		