



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 1, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, Located at 255 South Kansas Avenue on Tuesday, December 1, 2020 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of twenty-five (25) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on December 1, 2020. A staff member will contact you with instructions via phone call to address your public comments.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

- A. Approval of the Minutes of the Regular Meeting on November 17, 2020.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approve Ordinance 2020-34 a rezone request for 403 E Pike Blvd. Also being Lot 1, Rana Minor Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and Highway business district and authorize the Mayor to execute any related documents. First reading held November 17, 2020. (Staffed by Planning & Code Enforcement Department.) Attachment
 - 2) Approve Ordinance 2020-35 for a budget amendment and authorize the purchase of one 2021 F-150 Super Crew unit with emergency lighting in the amount of \$48,584.00 from Caldwell County Buy Board Contract #601-19 and one 2021 F-150 Regular Cab in the amount of \$21,764.00 from Boggus Motor Co. Harlingen and authorize the Mayor to execute any related documents. First reading held November 17, 2020. (Staffed by Planning & Code Enforcement Department.) Attachment
- C. Approval on amendments and extension from December 7, 2020 to January 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- D. Approval on the annual acceptance of donated monies and fits from local vendors and/or the public for library programming within Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2020-35 appointing three members to the

Weslaco Economic Development Corporation Board and authorize the Mayor to execute any related documents. Possible action. (This item was tabled November 17, 2020; staffed by Weslaco Economic Development Corporation.) Attachment

- B. Discussion and consideration on Resolution 2020-36 appointing a member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (this item was table November 17, 2020; staffed by Fire Department.) Attachment
- C. Discussion and consideration on Resolution 2020-37 appointing five members to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (This item was tabled November 17, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration to accept the resignation of Oscar Caballero from the Parks and Recreation Board and approve Resolution 2020-39 to appoint a member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

V. NEW BUSINESS

- A. Discussion and consideration on Resolution 2020-40 amending Resolution 2014-62 for appointment qualifications for board/committee members to include criteria on the removal, suspension, replacement, attendance and eligibility for concurrent board appointments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- B. Discussion and consideration to award the Request for Bid No. #2020-21-03 to the lowest and most advantageous respondent for the North Side Sports Park Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- C. Discussion and consideration to accept or deny the single bid for grant management relating to Texas General Land Office (GLO) Request for Proposal No. 2019-20-25 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- D. Discussion and consideration to revoke the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas for violating

approved conditions. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment

- E. Discussion and consideration to award FY 2020/2021 Manhole Rehabilitation Phase IV to Southern Trenchless Solutions, LLC., Buyboard vendor contract #555- 18, in the amount not to exceed \$98,400.00, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- F. Discussion and consideration on 2020-2021 Street Improvement projects and prioritization list and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- G. Discussion and consideration of the City of Weslaco Residential and Commercial Sanitation Timeline regarding procurement of sanitation services equipment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- H. Discussion and consideration to approve the purchase of six Peterbilt residential garbage trucks, five Peterbilt commercial garbage trucks and one Peterbilt garbage container handler truck from purchasing co-op vendor; Rush Truck Centers - Texas Pack & Load (Buyboard contract #601-19) in the amount not to exceed \$3,210,534.17 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

(1) commits an offense; and

(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or

(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation -- Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding contract deed on Estate of Gilberto Garza and naming the North Side Park on Mile 11th North as authorized by section §551.071 of the Texas Government Code.
- E. Real property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at 400 South Illinois as authorized by section §551.072 of the Texas Government Code.
- F. Real Property - Consultation with City Attorney on the Commercial Real Estate Listing Agreement of real property located at 400 South Illinois as authorized by section §551.072 of the Texas Government Code.
- G. Real Property– Consultation with City Attorney on the acquisition of real property legally described as 36.56 acres net and 1 acre net out of Farm Tract 1056 and the acquisition of the adjacent east 46.57 net acres as authorized by §551.072 of the Texas Local Government Code.
- H. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Myra as authorized by section §551.087 of the Texas Local Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 24th day of November 2020 on or before 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board	Date:	Initials:
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Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3711	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Francisco J. Solis from St. Joan of Arc Catholic Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2020 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3716	
From:			
Subject: Approval of the Minutes of the Regular Meeting on November 17, 2020. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action on November 17, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Norma Cantu		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval: Execute and retain.			



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3728	
From: Rebekah De La Fuente			
Subject: Approve Ordinance 2020-34 a rezone request for 403 E Pike Blvd. Also being Lot 1, Rana Minor Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and Highway business district, and authorize the Mayor to execute any related documents. First reading held November 17, 2020. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary and Highway business district. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on October 30, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 19, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request at the regular meeting of November 4, 2020			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on the 2040 land use map and surrounding areas.			
Attachments, if any: Rezone- 403 E Pike- Memo, 403 E Pike Blvd- Aerial, 403 E Pike -Attachments, O2020-34 rezone 403 E Pike			
Responsibilities upon Approval:			

Staff will advise applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 403 E Pike Blvd

DATE: November 10, 2020

The applicant is proposing to construction a commercial plaza and apartment similar to the My Dreamland Apartment located to the East of this property. The 2040 Future Land Use Map does identify for this area as a commercial corridor and is surrounded by other commercial establishments.

During the public hearing the following surrounding property owner expressed opposition to the rezone siting issue with traffic congestion.

- Esparanza Garza - 401 E Pike and 906 N Iowa
- Marie Cruz- address not provided

Thank you,

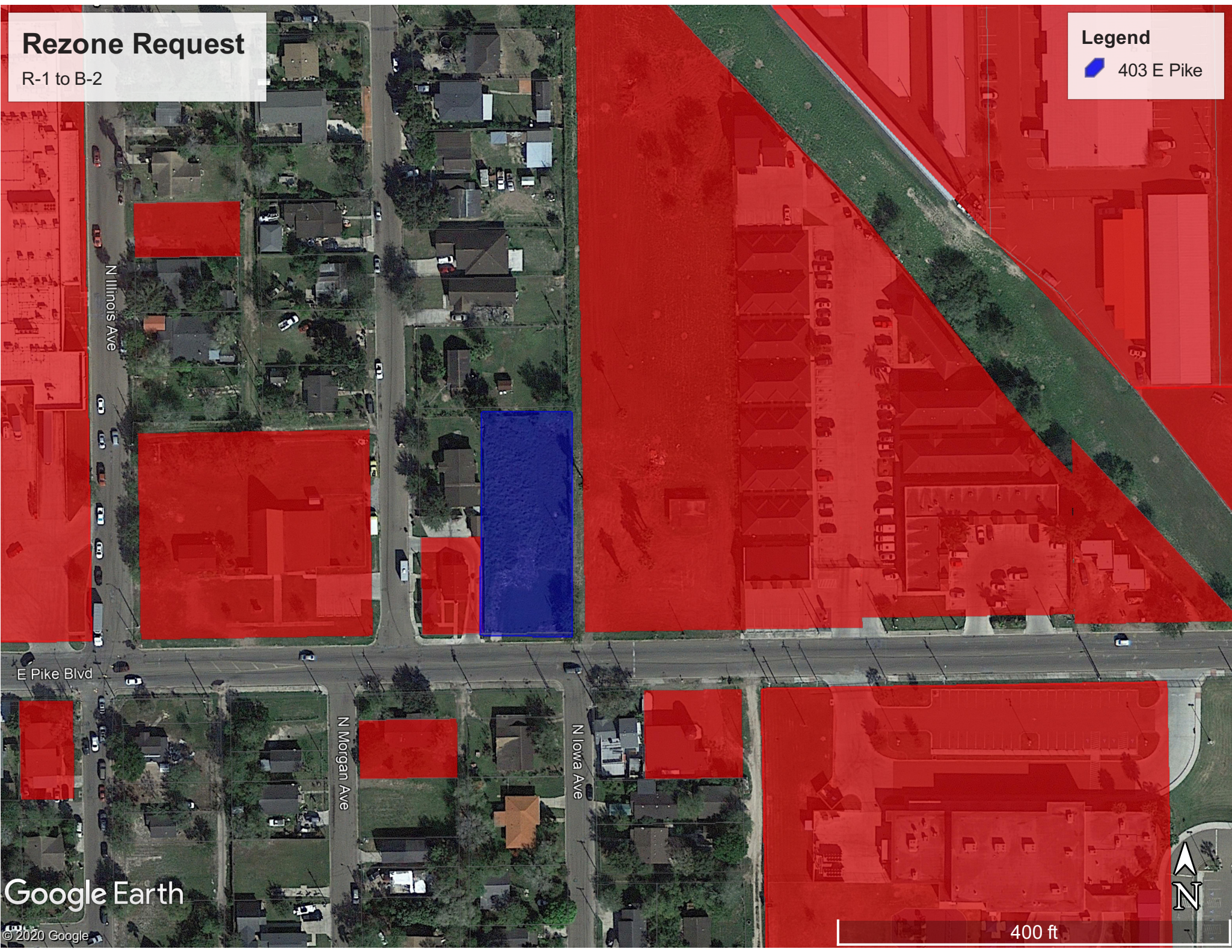
Rebekah de la Fuente, CFM

Rezone Request

R-1 to B-2

Legend

 403 E Pike



Google Earth

© 2020 Google



APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. REZ 21-00001

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot #13 Block 143
Subdivision Name ~~West Tract Subdivision~~ Rana Minor Subdivision
Street Address 403 East Pike Blvd
Existing Zoning Residential. Existing Land Use Empty Lot
Proposed Zoning Commercial / Residential Proposed Land Use Commercial Apartment + shops
\$305.00 non-refundable filing fee.

Detailed dimensioned site plan/map must be submitted with this request.

Survey and metes and bounds if the legal description is a portion of a lot.

City and school tax receipts attached.

I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name RASHAD JAVED RANA Phone 956-463-6900
Address 1624 WOODLAND DR. Fax: _____
City WESLACO State TX Zip Code 78596 E-Mail: rashad_78596@yahoo.com

OWNER

Name SAME AS ABOVE Phone _____
Address _____ Fax: _____
City _____ State _____ Zip Code _____ E-Mail: _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Rashad Rana Date 10/2/20
Owner
Signature Rashad Rana Date 10/2/20
Applicant
Signature N/A Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02679087 10/07/2020 2:24 PM
OPER: NV TERM: 039
REF#: 1149
PAID BY:

TRAN: 203.0000 SUBDIVISION INSPECT
403 E PIKE
101-400-1025
SUBDIVISION INSPECT 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

**** Electronically Filed Document ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

**Document Number: 2014-2502556
Recorded As : RECORDING ELECTRONIC**

**Recorded On: April 09, 2014
Recorded At: 03:01:06 pm
Number of Pages: 4**

Recording Fee: \$34.00

Parties:

**Direct-
Indirect-**

**Receipt Number: 1432331
Processed By: Imelda Leal**

******* THIS PAGE IS PART OF THE INSTRUMENT *******

**Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.**



**STATE OF TEXAS
COUNTY OF HIDALGO**

**I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas**

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

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

WARRANTY DEED

Date: April 9, 2014

Grantor: M. AKRAM RANA and wife, AKHTAR MUZAFAR RANA

Grantor's Mailing Address (including county): 516 S. Iowa
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: RASHAD RANA

Grantee's Mailing Address (including county): 1624 Woodland
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being a one-half acre tract out of Farm Tract 38, THE WEST AND ADAMS TRACTS SUBDIVISION an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING, at a point on the South Boundary Line of Lot 13, Block 143, which point is 1063.5 feet East of the Southwest Corner of said Lot;

THENCE, continuing Easterly along said South Boundary Line 87.5 feet to a point for the Southeast corner of the tract hereby conveyed;

THENCE, 90 degrees to the left in a Northerly direction 248.9 feet to a point and the Northeast corner of the tract hereby conveyed;

THENCE, 90 degrees to the left in a Westerly direction 87.5 feet to a point and the Northwest corner of the tract hereby conveyed;

THENCE, 90 degrees to the left in a Southerly direction 248.9 feet to the Southwest corner, the place of beginning, containing one-half acre of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

Right of Way dated July 9, 1927, recorded in Volume 256, Page 510, Deed Records, Hidalgo County, Texas.

Right of Way dated June 9, 1928, recorded in Volume 278, Page 546, Deed Records, Hidalgo County, Texas.

Easements and/or other rights as set forth in untitled instrument dated April 17, 1956, recorded in Volume 861, Page 14, Deed Records, Hidalgo County, Texas.

Highway Right of Way Easement dated June 23, 1965, recorded in Volume 1119, Page 782, Deed Records, Hidalgo County, Texas.

Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of the land described herein lying within canal right of way.

Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2014 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.


M. AKRAM RANA


AKHTAR MUZAFAR RANA

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th of April,
2014, by M. AKRAM RANA and wife, AKHTAR MUZAFAR RANA.



Melissa G Golnick
Notary Public, State of Texas

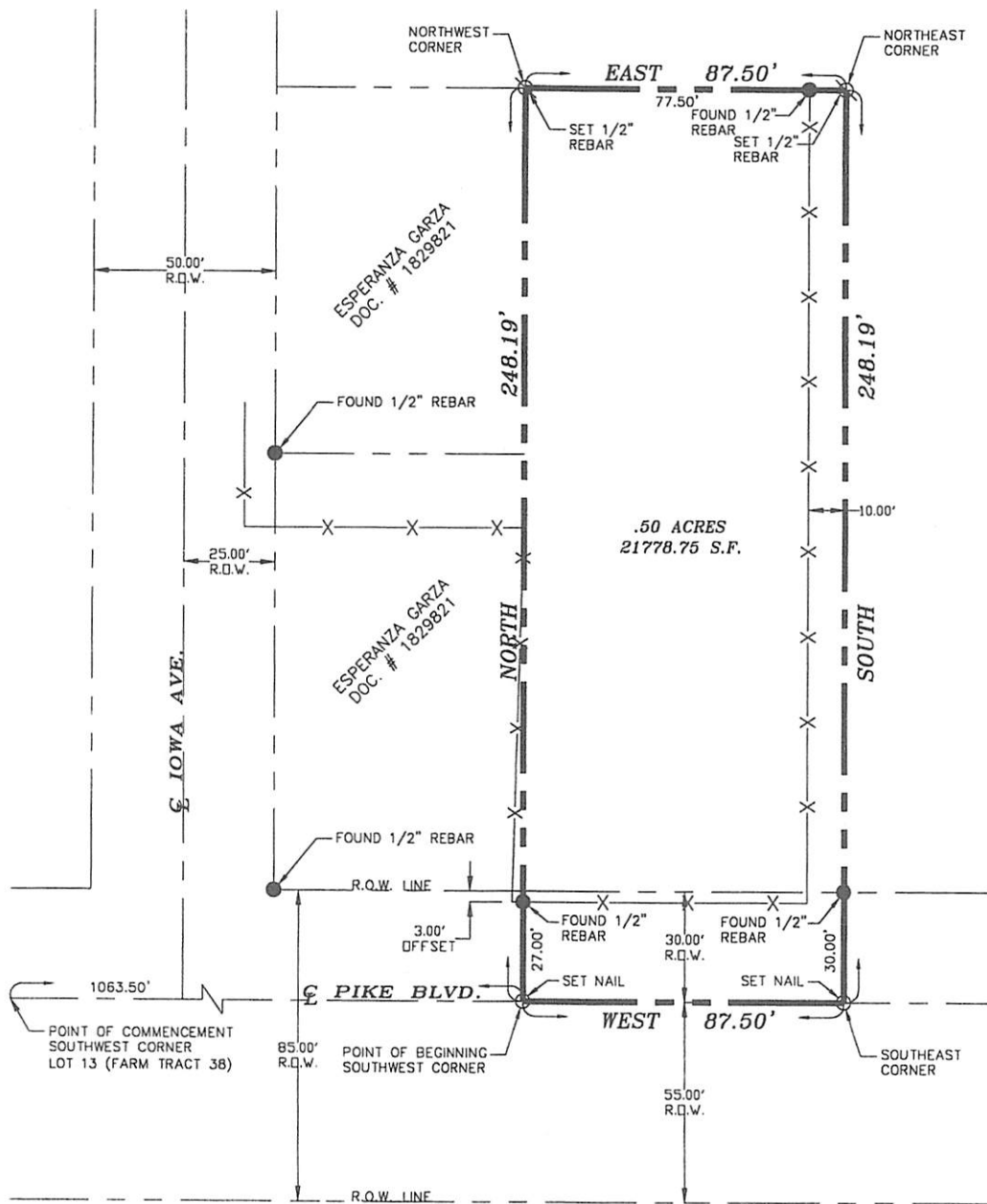
AFTER RECORDING RETURN TO:
RASHAD RANA
1624 Woodland
Weslaco, Texas 78596

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 793301; MG:bc

LEGEND

PROPERTY LINE
 CHAINLINK FENCE LINEX.....X.....
 SET 1/2" REBAR.....
 FOUND 1/2" REBAR.....
 SET NAIL.....

SCALE: 1" = 50'



PLAT OF
 A .50 ACRE
 TRACT OF LAND OUT OF FARM TRACT 38
 WEST TRACT SUBDIVISION
 HIDALGO COUNTY,
 TEXAS

This survey is being provided solely for the use of the current parties and that no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within a six (6) months time period.

This is to certify that the foregoing plat is, to the best of my knowledge, a true and complete representation of properties as surveyed under my direction.

Signed [Signature]
 Date 4-8-08



BASIS OF BEARING:
 PLAT OF THE FRESNO SUBDIVISION

DATE OF PREPERATION: APRIL 2008

**Sigler,
 Winston,
 Greenwood,
 & Associates, Inc.**
SWG
 CONSULTING ENGINEERS
 WESLACO-McALLEN
 TEXAS

SINCE 1945
 COPYRIGHT 2008

S-5154

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 23, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, November 4, 2020, at 5:30pm and the City Commission will also hold a public hearing on November 17 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Rashad Javed Rana is requesting to rezone 403 E PIKE Blvd. Also being Lot 1, Rana Minor Subdivision, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary and Highway business district.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

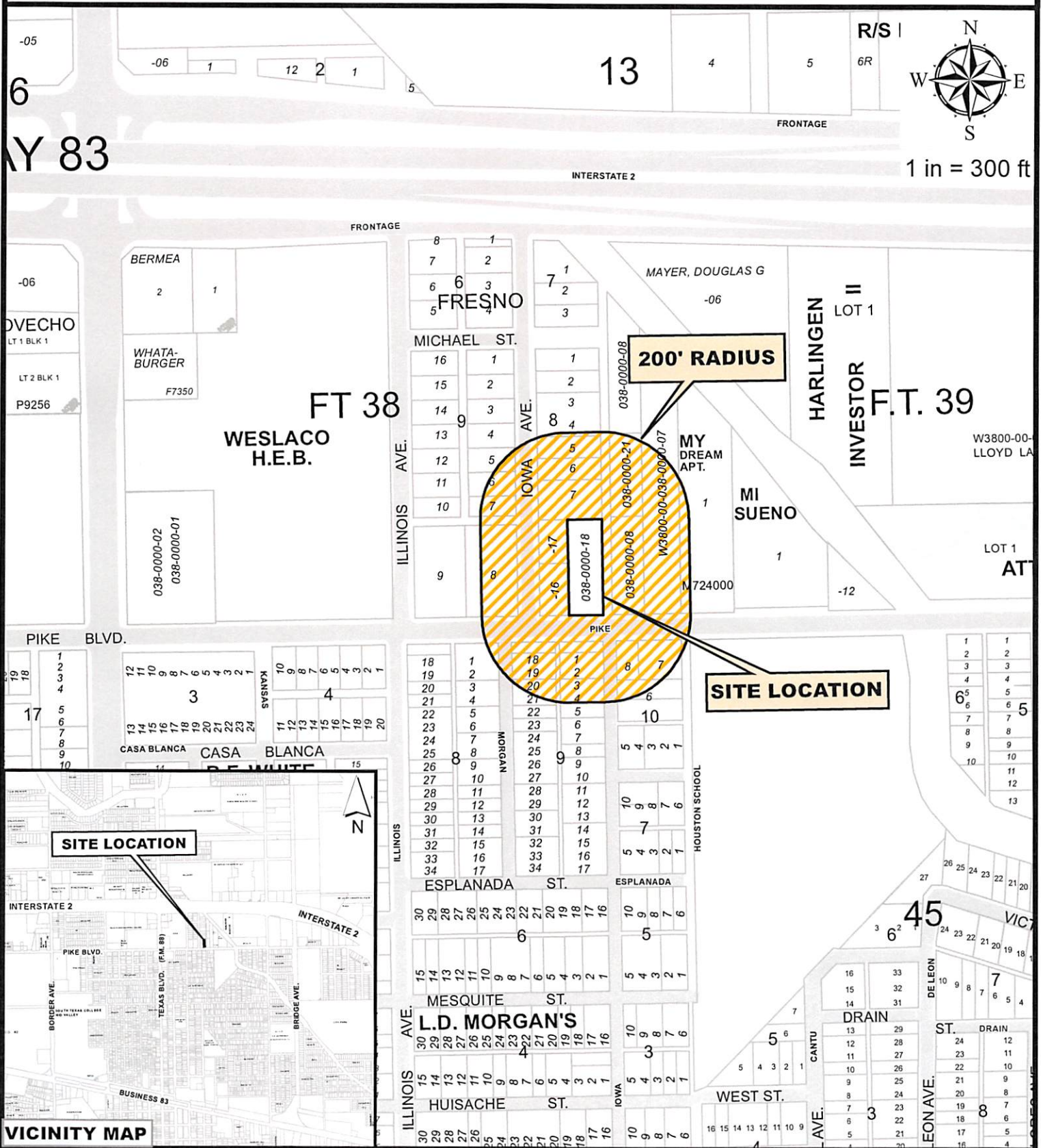
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Rashad Javed Rana

**403 East Pike Blvd.
Rana Minor Subdivision, Lot 1
BLOCK 143, F.T. 38, LOT 13**

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Empty Lot
Proposed zoning: B-1
Proposed land use: Commercial Apartments and Shops



OCT 22, 2020

GALVAN ALEJANDRO & MARIA 914 N IOWA AVE WESLACO TX 78596-4506	F7350-00-008-0003-00 FRESNO LOTS 3 & 4 BLK 8 914 N IOWA	L: 46465 B: 24461
YARRITO JOSE ANGEL 230 JOHANN AVE WESLACO TX 78596-6546	F7350-00-008-0005-00 FRESNO LOT 5 BLK 8 912 N IOWA	L: 24455 B: 50886
HERNANDEZ GUILLERMINA 910 N IOWA AVE WESLACO TX 78596-4506	F7350-00-008-0006-00 FRESNO LOT 6 BLK 8 910 N IOWA	L: 24455 B: 15339
RODRIGUEZ OSCAR JOSE 908 N IOWA AVE WESLACO TX 78596-4506	F7350-00-008-0007-00 FRESNO LOT 7 BLK 8 908 N IOWA	L: 40101 B: 8946
GARCIA, MIGUEL 915 N IOWA AVE WESLACO TX 78596-4505	F7350-00-009-0004-00 FRESNO LOT 4 BLK 9 915 N IOWA	L: 20188 B: 12724
GALVAN ALEJANDRO JR & OLGA 1303 E CHERRY BLOSSOM CIR WESLACO TX 78596-7223	F7350-00-009-0005-00 FRESNO LOT 5 BLK 9 913 N IOWA	L: 20188 B: 9302
CALDERON JOSE 6701 CRUZ ST AUSTIN TX 78741-3521	F7350-00-009-0006-00 FRESNO LOT 6 BLK 9 911 N IOWA	L: 20188 B: 8424
ESTEVANES FELIX 909 N IOWA AVE WESLACO TX 78596-4505	F7350-00-009-0007-00 FRESNO LOT 7 BLK 9 909 N IOWA	L: 20188 B: 10747
PRESBYTERIAN CHURCH C/O CANDY TREVINO 119 N ILLINOIS ST WESLACO TX 78596-5355	F7350-00-009-0008-00 FRESNO LOT 8 BLK 9 0 IOWA ST	L: 94564 B: 135994
CHAPA RAQUEL 1852 N MILE 6 1/2 W WESLACO TX 78599-4473	M6450-00-008-0001-00 L. D. MORGAN'S ADDN BLK 8 LOT 1 & 25'X100' ABND PIKE ST N OF LOT 765 MORGAN	L: 10050 B: 7964
CHAPA, RAQUEL RR 6 BOX 540-4 WESLACO TX 78596-7522	M6450-00-008-0001-05 MORGAN BLK 8 LOT 1 & 25' X 100' ABND PIKE ST N OF LOT 1 769 N MORGAN AVE	L: 18425 B: 0
CANDIDO, COLON CRUZ 765 N IOWA AVE WESLACO TX 78596-4845	M6450-00-009-0001-00 MORGAN BLK 9 LTS 1-2 765 N IOWA	L: 20100 B: 26375

OCT 22, 2020

MARTINEZ PABLO L & ALTAGRACIA O 757 N IOWA AVE WESLACO TX 78596-4845	M6450-00-009-0003-00 MORGAN BLK 9 LTS 3,4,5 757 N IOWA	L: 30150 B: 24449
ESQUIVEL SANDRA A 2105 S WESTGATE WESLACO TX 78596-9411	M6450-00-009-0018-00 MORGAN BLK 9 LTS 18,19 400 E PIKE BLVD	L: 20100 B: 23676
ESQUIVEL SANDRA A 2105 S WESTGATE WESLACO TX 78596-9411	M6450-00-009-0018-01 MORGAN 25'X100'STRIP N-LOT 18 BK 9 MORGAN 0 W PIKE BLVD	L: 8375 B: 0
ESQUIVEL SANDRA 2105 S WESTGATE DR WESLACO TX 78596-9411	M6450-00-009-0021-00 MORGAN BLK 9 LTS 20,21 760 MORGAN	L: 20100 B: 0
RODRIGUEZ ROBERTO & GREGORIA 754 N IOWA AVE WESLACO TX 78596-4887	M6450-00-010-0006-00 MORGAN BLK 10 LT S 50' 6 754 N IOWA	L: 25125 B: 12996
CARDENAS PEDRO 760 N IOWA AVE WESLACO TX 78596-4887	M6450-00-010-0006-01 MORGAN BLK 10 LT N 45' 6 760 N IOWA	L: 22613 B: 14966
RIO GRANDE VLLY ISLAMIC CNTR 1208 QUAMASIA AVE MCALLEN TX 78504-3744	M6450-00-010-0007-00 MORGAN BLK 10 LT 7 502 E PIKE BLVD	L: 45000 B: 46871
GONZALEZ ELIBERTO R 500 E PIKE BLVD WESLACO TX 78596-4918	M6450-00-010-0008-00 MORGAN BLK 10 LT 8 500 E PIKE BLVD	L: 15075 B: 34626
LF TRINITY DEVELOPMENT GROUP 3533 MORELAND DR STE A WESLACO TX 78596-9132	M7240-00-000-0001-00 MY DREAM APARTMENT LOT 1 509	L: 285651 B: 678721
ALMARAZ ROSENDO JR 1308 FULLERTON AVE MCALLEN TX 78504-5756	W3800-00-038-0000-07 WEST TRACT E1.20AC FT 38 505 E PIKE BLVD	L: 106459 B: 12532
ALMARAZ ROSENDO JR 260 S TEXAS BLVD STE 300 WESLACO TX 78596-6191	W3800-00-038-0000-08 WEST TRACT AN IRR TR E84.5'- W12 35.5' EXC E84.5'-W1235.5'-N191'- 501 E PIKE BLVD	L: 125976 B: 0
GARZA ESPERANZA P 23990 HINOJOSA RD EDINBURG TX 78541-7387	W3800-00-038-0000-16 WEST TRACT SW68.5' X 148.9'-E11. 84AC- W31.84AC FT 38 401	L: 30504 B: 19703

OCT 22, 2020

GARZA ESPERANZA 906 N IOWA AVE WESLACO TX 78596-4506	W3800-00-038-0000-17 WEST TRACT N100'-SW68.5' X 248.9 '- E11.84AC-W31.84AC FT 38 906 N IOWA	L: 17241 B: 20692
RANA RASHAD 1624 WOODLAND DR WESLACO TX 78596-3413	W3800-00-038-0000-18 WEST TRACT E87.5'-W1151'-S248.9' FT 38 0.50AC GR 0.39AC NET 403 E PIKE BLVD	L: 51724 B: 5375
ALMARAZ ROSENDO JR 260 S TEXAS BLVD STE 300 WESLACO TX 78596-6191	W3800-00-038-0000-21 WEST TRACT E84.5'- W1235.5'- N19 1'-5441'- FT38 0.366AC 501 E PIKE BLVD	L: 47829 B: 0

ORDINANCE NO. 2020-34

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 403 E PIKE BLVD. ALSO BEING LOT 1, RANA MINOR SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-2 Secondary and Highway business district being 403 E PIKE Blvd. Also being Lot 1, Rana Minor Subdivision, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of November 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of December 2020.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3752	
From: Rebekah De La Fuente			
Subject: Approve Ordinance 2020-35 for a budget amendment and authorize the purchase of one 2021 F-150 Super Crew unit with emergency lighting in the amount of \$48,584.00 from Caldwell County Buy Board Contract #601-19 and one 2021 F-150 Regular Cab in the amount of \$21,764.00 from Boggus Motor Co. Harlingen and authorize the Mayor to execute any related documents. First reading held November 17, 2020. (Staffed by Planning & Code Enforcement Department.)			
Background: The purchase of the 2021 F-150 Regular Cab will be to replace 2005 Chevy Malibu and the 2021 F-150 Super Crew will be utilized for Emergency Management and the Health Official. Allowing staff to reassign the 2013 F-150 Super Crew to Code Enforcement and replacing the 2000 F-150 in vector control.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Purchase of Units- Memo, F150 super crew, f150 reg cab, Budget Amendment, O2020-35 budget amendment PCE units			
Responsibilities upon Approval:			

Staff will proceed with purchase of the units.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Purchase of units

DATE: November 10, 2020

The purchase of the 2021 F-150 Regular Cab will be to replace 2005 Chevy Malibu and the 2021 F-150 Super Crew will be utilized by the Health Official and for Emergency Management to check pump sites and flooded areas which will require a 4X4. Allowing staff to reassign the 2013 F-150 Super Crew to Code Enforcement and replacing the 2000 F-150 in vector control.

Thank you,

Rebekah de la Fuente, CFM





	TRAY WECAN LIGHTHEADS, B/A/A/A/A/A/A/A/B, ISRW LAMP TRAYS, 2- INNER EDGE FST/RST SOLO BLUE, 8 INNER EDGE FST/RST SOLO AMBER, 2-TRACER MTG KIT, 2-TRACER DUO 6- LAMP HOUSING, 12 TRACER DUO LIGHTHEAD BLUE/WHITE, 4-ION T- SERIES LINEAR DUO B/W (ON TAILGATE), 4-VERTEX SUPER-LED LIGHT BLUE (HEADLIGHTS & TAILLIGHTS), RADIO TM9400 700/800 MHZ P25 RADIO, TAIT EXTERNAL RADIO SPEAKER, ¾" MOUNT, 25' RG58/U MINI UHF LOOSE, ANT 760- 870MHZ 3DB STUBBY THRU HOLE MU, ALL WINDOW LEGAL TINT, CAP FLEET WIRING HARNESS, POWER DISTRIBUTION KIT, TOTAL INSTALL				
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					
Quantity Ordered					1
Subtotal E					\$48,584
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					

QUOTE# 001A-CAPQ61840

CONTRACT PRICING WORKSHEET

End User: CITY OF WESLACO HEALTH		Contractor: ROCKDALE COUNTRY			
Contact Name: JOE PEDRAZA		ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY			
Email: JPEDRAZA@WESLACOTX.GOV		Prepared By: Averyt Knapp			
Phone #: 956-447-3401		Email: aknapp@caldwellcountry.com			
Fax #: 956-973-3128		Phone #: 979-567-6116			
Location City & State: WESLACO, TX		Fax #: 979-567-4376			
Date Prepared: AUGUST 25, 2020		Address: P. O. Box 72, ROCKDALE, TX 76567			
Contract Number: BUY BOARD #601-19		Tax ID # 27-3037856			
Product Description: 2021 FORD F150 SUPER CREW 4X4 SWB W1E					
A Base Price & Options:			\$48,584		
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X4-SUPER CREW, STX PACKAGE, 5.0L-V8, 10-SPD AUTOMATIC, 3.31 REAR AXLE, 20" MAGNETIC RIMS, 275/60R20 A/T, 40- 20-40 SPORT CLOTH, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/WIRELESS CONNECTIVITY SYNC 4, SIRIUS XM, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TEL/FOLD MIRRORS W/LED SPOTLIGHTS, REAR DEFROSTER, FOG LAMPS, PRIVACY GLASS, KEYLESS ENTRY, CO-PILOT 360, 400W OUTLET, REVERSE SENSING, BLACK PLATFORM RUNNING BOARDS, SKID PLATES, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE W/TRAILER BRAKE CONTROLLER, SIREN AMP W/HANDHELD CONTROL, SA315P SPEAKER BLACK PLASTIC, MOUNTING BRACKET FOR SA315, INNER EDGE FST WC 10LT, 10 ONE DUO LIGHthead FOR FST AND RST, NEW 10 LAMP	INCL			



Prepared for:

CITY OF WESLACO

Prepared by: Stephen Hollon

10/28/2020



Boggus Motor Co. | 2521 S Expressway 83 Harlingen Texas | 78550

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 120 | Stock No: VEHICLE QUOTE | VIN: VEHICLE QUOTE

As Configured Vehicle (cont'd)

Code	Description
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>
85A	XL Power Equipment Group <i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front Windows
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i>

Interior Colors

AS_02 Black

Primary Colors

YZ_01 Oxford White

VEHICLE FLEET PRICE ONLY	\$21,740.25
STATE INSPECTION	+ 23.75
BID PRICE TO ORDER	= \$21,764.00

SUBMITTED BY:
STEVE HOLLON
COMMERCIAL ACCOUNTS FLEET MANAGER
BOGGUS MOTOR CO., II, LLC
2521 S EXPRESSWAY 83
HARLINGEN, TX 78550
(956) 430-7035 DIRECT LINE
(956) 430-7052 DIRECT FAX
(956) 873-1175 CELL
shollon@boggusford.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

THIS QUOTE IS ON A 2021 FORD F-150 TO ORDER FROM PRODUCTION

Prepared for:

CITY OF WESLACO

Prepared by: Stephen Hollon

10/28/2020



Boggus Motor Co. | 2521 S Expressway 83 Harlingen Texas | 78550

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 120 | Stock No: VEHICLE QUOTE | VIN: VEHICLE QUOTE

As Configured Vehicle

Code	Description
Base Vehicle	
F1C	Base Vehicle Price (F1C)
Packages	
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 3.3L V6 PFDI - Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 10-Speed Automatic - Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - 3.55 Axle Ratio - GVWR: 6,100 lbs Payload Package - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers - Includes auxiliary audio input jack. - SYNC 4 - Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.
Powertrain	
99B	Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i>
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>
X19	3.55 Axle Ratio
STDGV	GVWR: 6,100 lbs Payload Package
Wheels & Tires	
STDTR	Tires: 245/70R17 BSW A/S
64C	Wheels: 17" Silver Steel
Seats & Seat Trim	
A	Vinyl 40/20/40 Front Seat
Other Options	
122WB	122" Wheelbase

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**CITY OF WESLACO
BUDGET AMENDMENT
FISCAL YEAR 2020-2021**

FUND: General
DEPARTMENT: Planning/Code Enforcement
DATE: _____

BUDGET AMENDMENT # 1

FUND	G/L ACCT #		DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
101	300	55500	FUND BALANCE			\$ 70,348	\$ -
101	5511	554240	VEHICLES	\$ -	\$ 70,348		\$ 70,348
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
				\$ -	\$ 70,348	\$ 70,348	\$ 70,348

(Round up all amounts to the nearest dollar)

Justification:

AS PER CONVERSATION WITH CM TRANSFER FROM FUND BALANCE IS TO COVER
THE PURCHASE OF 2 VEHICLES.

City of Weslaco


Department Head Approval

11/11/20
Date

Finance Director

Date

City Manager

Date

ORDINANCE 2020-35

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT IN THE GENERAL FUND \$70,348.00 (NET); PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2020-2021 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT:

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved in the amount as set forth in the budget amendment form attached.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of November 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of December 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3760
From: Arnold Becho, Maricarmen Garcia		
Subject: Approval on the annual acceptance of donated monies and fits from local vendors and/or the public for library programming within Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)		
Background: The Mayor Joe V. Sanchez Public Library would like to request permission to apply all monetary donations solicited for library programming to the Library Programming Budget line item. The funds received will be used with reasonable respect to the intentions of the donors. Gift donations for library programming will be used as incentives for reading and participation. Predominant among library programming are our annual SRP and WRP. This request asks for permission to solicit gifts for those programs as well as other library programming that may take place throughout the year.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time		
Maricarmen Garcia Arnold Becho Vidal Roman Mike Perez		Created/Initiated Approved Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo-Accept Donations FY 2020 2021		
Responsibilities upon Approval:		

Solicitation of donations by the library.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

November 12, 2020

To: David Suarez, Mayor; Leo Muñoz, Mayor Pro-Tem; Greg Kerr, Commissioner; Letty Lopez, Commissioner; Jose "J.P." Rodriguez, Commissioner; Josh Pedraza, Commissioner; Adrian Farias, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Andrew Munoz, Vidal Roman
Fr: Arnoldo Becho, Library Director
Re: Request to approve acceptance of donated monies and gifts for library programing

Annually the Library conducts literacy programing for the local community. This includes the popular Summer Reading Program and Winter Reading Program. The goal of library programing is to motivate children to read for enjoyment and to promote life-long literacy habits. A big part of our program is the incentives we are able to offer due to the generosity of the public and local businesses. The gifts and monetary donations they provide go to prizes and amenities that serve to motivate children to attend more programs and read more books.

The agenda item in question allows the library to receive donations and use them for library programing. All monetary donations solicited for library programing are applied to the library programing budget line item (101-5410-544028) and spent directly on library programing. The funds received are always used with reasonable respect to the intentions of the donors. Gift donations for library programing are used as incentives for reading and participation. This action has directly leads to greater participation within library programs and is strongly supported by library staff.

This program is an excellent public service we are happy to have the opportunity to provide to our customers. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3651
From:		
Subject: Discussion and consideration on Resolution 2020-35 appointing three members to the Weslaco Economic Development Corporation Board and authorize the Mayor to execute any related documents. Possible action. (This item was tabled November 17, 2020; staffed by Weslaco Economic Development Corporation.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Aida Vega	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: EDC appointments, EDC Board of Directors 111220 mv, Patrick Gonzales - continued interest, EDC applicants as of 111120 av, R2020-35 EDC 3 expired term		
Responsibilities upon Approval: Execute, retain and notify appointees.		

Adelaida Vega

From: Marie McDermott <MMcDermott@weslacoedc.com>
Sent: Tuesday, November 10, 2020 4:35 PM
To: Adelaida Vega
Cc: Maria Cisneros; Norma Cantu
Subject: RE: Board appointments

Dear Mayor & City Commissioners,

The EDC of Weslaco will have three vacancies on our Board for December 2020. Two of our Board members, Mrs. Cynthia Cabaza and Mr. Stephan Charlton, served two terms and that is the limitation according to our Bylaws. Mr. Patrick A. Gonzalez, he occupies the seat that was vacated by Mrs. Diana Fuentes Aguilar and had one year left. Mr. Gonzalez would like to serve on the Board again to see the Industrial Park investment for Weslaco and developed for the future home to companies.

Sincerely,

Marie
Marie McDermott
Executive Director
Economic Development Corporation of Weslaco
275 S. Kansas Ave., Ste. A
Weslaco, Texas 78596
956.969.0838
956.998.6539 (Cell)
www.weslacoedc.com

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	EXPIRATION
De la Fuente	Sonia	12/2/2022
Perez	Fred	12/2/2022
Valadez	Benita	12/2/2021
Serrano	Juan Jose	12/2/2022
Charlton	G. Stephen	12/2/2020
Gonzalez	Patrick	12/2/2020
Cabaza	Cynthia	12/2/2020

Sent: Monday, October 12, 2020 3:16 PM
To: Maria Cisneros <MCisneros@weslacoedc.com>
Cc: Marie McDermott <MMcDermott@weslacoedc.com>
Subject: Re: Board applicants

Weslaco Commission,

I would like to extend my tenure on the Weslaco EDC board for another term. Thank you!

Regards,
Patrick Gonzalez

WESLACO EDC APPLICANTS

FIRST NAME	LAST NAME	APPLICATION DATE
Jerry	Gonzalez	10/06/2020
Sandra	Charlton	10/07/2020
Patrick	Gonzalez	10/12/2020

Updated as of 111120 av

RESOLUTION NO. 2020-35

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
THREE MEMBERS TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term for a member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individuals are appointed to serve on the Board of Directors of the Economic Development Corporation of Weslaco with a term to begin on December 03, 2020 and expire on December 03, 2023.

<u>NAME</u>	<u>TERM ENDING</u>
_____	12/3/2023
_____	12/3/2023
_____	12/3/2023

PASSED AND APPROVED on this 1st day of December 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3685	
From:			
Subject: Discussion and consideration on Resolution 2020-36 appointing a member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (this item was table November 17, 2020; staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Ambulance Advisory Board, Applicant(s) 111320 mv, Notice continued interest Annett M. Valadez, R2020-36 Ambulance Board expired term			
Responsibilities upon Approval: Execute, retain and notify appointee.			

AMBULANCE ADVISORY BOARD

TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2022	Patrick	Gonzalez
2/16/2022	Sergio	Lozano, DDS
2/7/2022	Lt. Ted	Walensky
4/17/2021	Patrick B.	Kennedy
5/6/2021	Sandra	Esquivel
3/20/2021	George	Guerra
12/20/2020	Annette	Valadez

Applicant(s) Ambulance Advisory Board

FIRST NAME	LAST NAME	APPLICATION DATE
Annette	Valadez	11/13/2020

As of 111320 mv

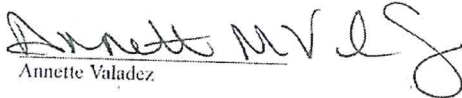


November 11, 2020

To whom it may concern,

I will accept a **renewal** nomination for the Weslaco Ambulance Advisory Board vacancy as my current term will expire on December 20, 2020.

Sincerely,


Annette Valadez

RESOLUTION NO. 2020-36

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE AMBULANCE ADVISORY BOARD.**

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve on the Ambulance Advisory Board with a term to begin on December 20, 2020 and expire on December 20, 2022.

NAME

TERM ENDING

12/20/22

PASSED AND APPROVED on this 1st day of December 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3686
From:		
Subject: Discussion and consideration on Resolution 2020-37 appointing five members to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (This item was tabled November 17, 2020; staffed by Planning and Code Enforcement Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: P&Z Commission 111220 mv, P&Z applicants list as of 11.11.20 av, R2020-37 P&Z Commission 5 expired term		
Responsibilities upon Approval: Execute, retain and notify appointees.		

PLANNING & ZONING COMMISSION

TERM EXPIRES	FIRST NAME	LAST NAME
04/02/2023	David	Hernandez
07/07/2023	Randy	Summers
12/17/2020	Juan Jose	Trevino
12/17/2020	Lonnie	Berry
12/17/2020	Jim	Forward
12/17/2020	Adrian	Torres
12/17/2020	Miles	Bullion

Applicants List for Planning and Zoning Commission

FIRST NAME	LAST NAME	APPLICATION DATE
Jim	Forward	10/28/2020
Lonnie	Berry	10/28/2020
Juan Jose	Trevino	10/29/2020
Adrian	Torres	10/29/2020
Mile	Bullion	11/09/2020

Updated 11.11.20av

RESOLUTION NO. 2020-37

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed to serve on the Planning and Zoning Commission Board with a term to begin on December 17, 2020 and expire on December 17, 2023.

<u>NAME</u>	<u>TERM ENDING</u>
_____	12/17/2023
_____	12/17/2023
_____	12/17/2023
_____	12/17/2023
_____	12/17/2023

PASSED AND APPROVED on this 1st day of December 2020.

CITY OF WESLACO

David Suarez **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3768	
From:			
Subject: Discussion and consideration to accept the resignation of Oscar Caballero from the Parks and Recreation Board and approve Resolution 2020-39 to appoint a member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Omar Rodriguez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Oscar Caballero - Weslaco Parks - Resignation, Parks and Recreation roster as of 112420 mv, R2020-39 appt for unexpired term Parks and Rec			
Responsibilities upon Approval:			

To: Omar Rodriguez, Parks Director

Date: November 11, 2020

From: Oscar Caballero, Parks Board Advisory Board

Subject: Resignation, effective 11-18-2020

Omar, due to a promotion I recently accepted for the company I work for, I will have to submit my resignation as a member of the Parks Board Advisory board. I will not have time to focus on being an effective member and would like to open this spot for someone else who is looking to help the parks department. I would like to thank the City of Weslaco, Mayor, City Manager, and especially the city commissioners for giving me the opportunity to serve on the Parks Board.

Omar, I would like to take this time and thank you personally for the outstanding efforts you put in to make our parks one of the best in the RGV. As a director for the Pony Baseball league, I was able to see the great leadership you provide your parks team, leading by example. Thank you for your dedication to our parks,

God Bless you,

Oscar Caballero

956-456-1410

APPLICANTS PARKS AND RECREATION BOARD

FIRST NAME	LAST NAME	APPLICATION DATE
Edward	Mejia	10/06/2020
Alvaro A.	Ibarra	11/19/2020

As of 112420 mv

RESOLUTION NO. 2020-39

**A RESOLUTION OF THE CITY OF WESLACO
APPOINTING A MEMBER TO AN UNEXPIRED
TERM ON THE PARKS & RECREATION BOARD**

WHEREAS, the City of Weslaco established the Parks & Recreation Board pursuant to the Weslaco Municipal Code of Ordinance codified as Part II Chapter 98 – Parks and Recreation; and

WHEREAS, The Parks and Recreation board shall be an advisory board and make recommendations to the city commission. The city commission shall have final approval of all goals and objectives that will be implemented within the parks and playgrounds of the city; and

WHEREAS, in compliance with Ordinance 83-15, Section 98-86 for the Parks & Recreation Board. terms expire on the first (1st) day of August of each year; and

WHEREAS, Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of his term, such appointment shall be for the remainder of the term of the predecessor. Upon the expiration of each term of each of these seven members, a like number of those whose terms shall expire shall be appointed to serve for a term of three years from **August 1st of each year** until their successors are appointed and shall qualify.

WHEREAS, the Parks & Recreation Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following member is appointed to the Parks & Recreation Board for an unexpired term ending August 1, 2022.

NAME

UNEXPIRED TERM

08/01/2022

PASSED AND APPROVED on this 1st day of December 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3772	
From:			
Subject: Discussion and consideration on Resolution 2020-40 amending Resolution 2014-62 for appointment qualifications for board/committee members to include criteria on the removal, suspension, replacement, attendance and eligibility for concurrent board appointments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: R2020-40 Board Application Policy Revision as 112420 mv			
Responsibilities upon Approval:			

RESOLUTION NO. 2020-40

STATE OF TEXAS	§	RESOLUTION AMENDING RESOLUTION 2014-62
COUNTY	§	ESTABLISHING A SCREENING, APPOINTMENT,
OF HIDALGO	§	CONFIRMATION AND ATTENDANCE POLICY FOR
CITY OF WESLACO	§	SERVICE ON CITY OF WESLACO BOARDS,
		COMMISSIONS, AUTHORITIES AND COMMITTEES

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

Each City Commissioner and Mayor shall nominate a member to the applicable advisory board, commission or committee by designating such member to the City Secretary, who shall place the nomination within 30 days after any vacancy on any of such boards, the City Commission vote on each nomination. If any board has less than 7 members two alternates shall be appointed. Once a regular member seat is vacated the alternate will move up to the permanent seat and the new vacancy will be an alternate. The existing members shall serve until their successors have been

qualified and appointed. The term “qualified” as used herein shall mean that such board members have been verified by the City Secretary’s office as having met the requirements of that appointment and has been approved by a majority vote of the City Commission.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption. The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission’s Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 1st day of December 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

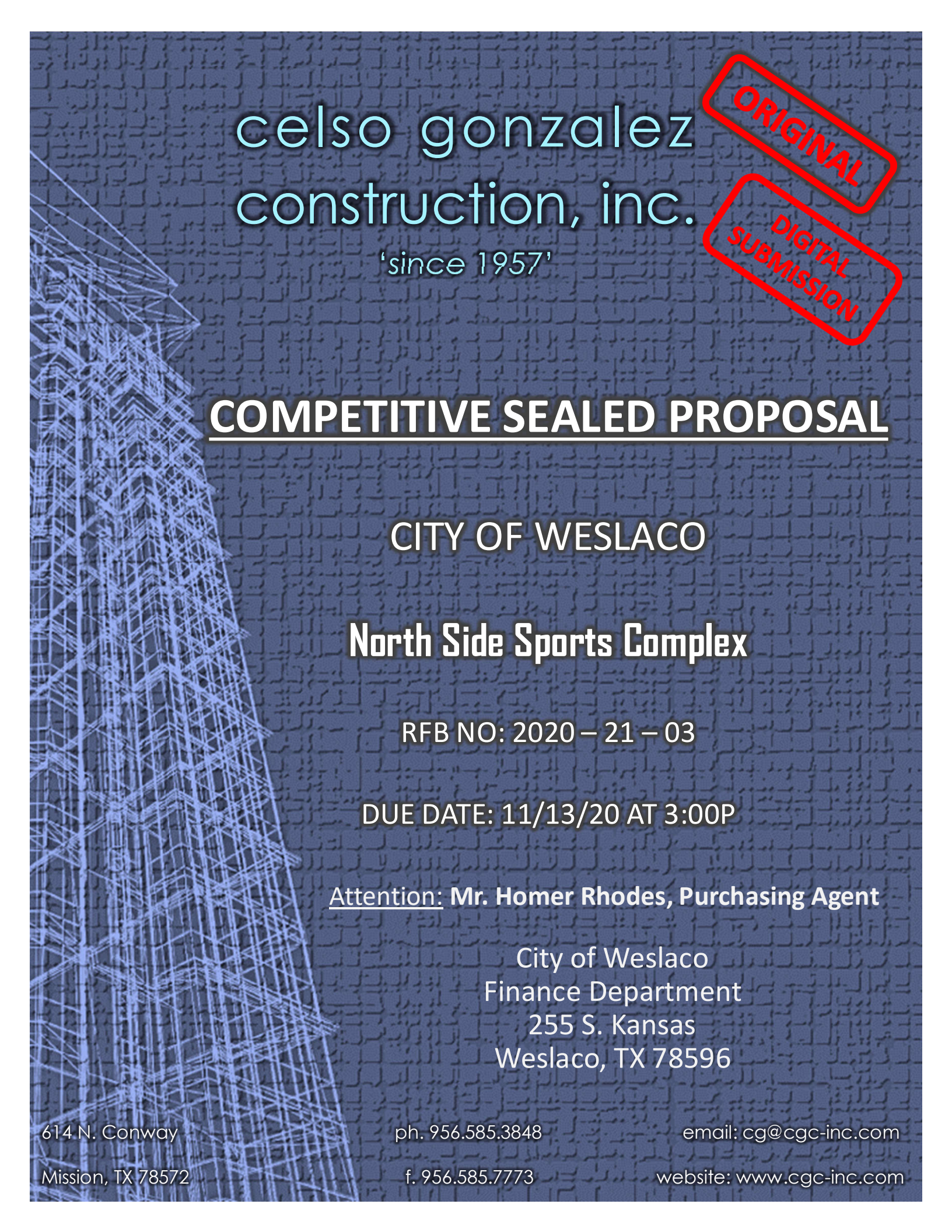
APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO):	
From:			
Subject: Discussion and consideration to award the Request for Bid No. #2020-21-03 to the lowest and most advantageous respondent for the North Side Sports Park Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: Staff re-advertised the RFB as per City Commission approval for 30 consecutive days. Staff received ten competitive sealed proposals on Friday, November 13, 2020. The individual general contractors submitted a REBID base bid proposal along with their calendar days to complete the project. Staff along with Gignac representatives reviewed the submissions (bid tab attached) and established that Celso Gonzalez Construction is the lowest and most advantageous offer for this project. Project cost not to exceed \$1,725,000.00 and 210 calendar days for project completion.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Joanna Fernandez Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: RFP 2020-21-03 - CGCinc Bid Submission 11.13.20, 18.51 Bid Tabulation RE BID-11.13.20 (1), 18.51 LcowAM-gahJM recommendation 11.24.20			
Responsibilities upon Approval:			



celso gonzalez
construction, inc.
'since 1957'

ORIGINAL

DIGITAL
SUBMISSION

COMPETITIVE SEALED PROPOSAL

CITY OF WESLACO

North Side Sports Complex

RFB NO: 2020 – 21 – 03

DUE DATE: 11/13/20 AT 3:00P

Attention: Mr. Homer Rhodes, Purchasing Agent

City of Weslaco
Finance Department
255 S. Kansas
Weslaco, TX 78596

614 N. Conway

Mission, TX 78572

ph. 956.585.3848

f. 956.585.7773

email: cg@cg-inc.com

website: www.cg-inc.com

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Bid Bond

Bid Form

Allowance Form

Notice of Intent to Bid

AIA A 305 – Contractor's Qualification Statement, 2019 Financial Statement

3) Contractors Qualifications / Portfolio

4) References

5) Selected Projects



Edinburg CISD
Vacker Sports Complex



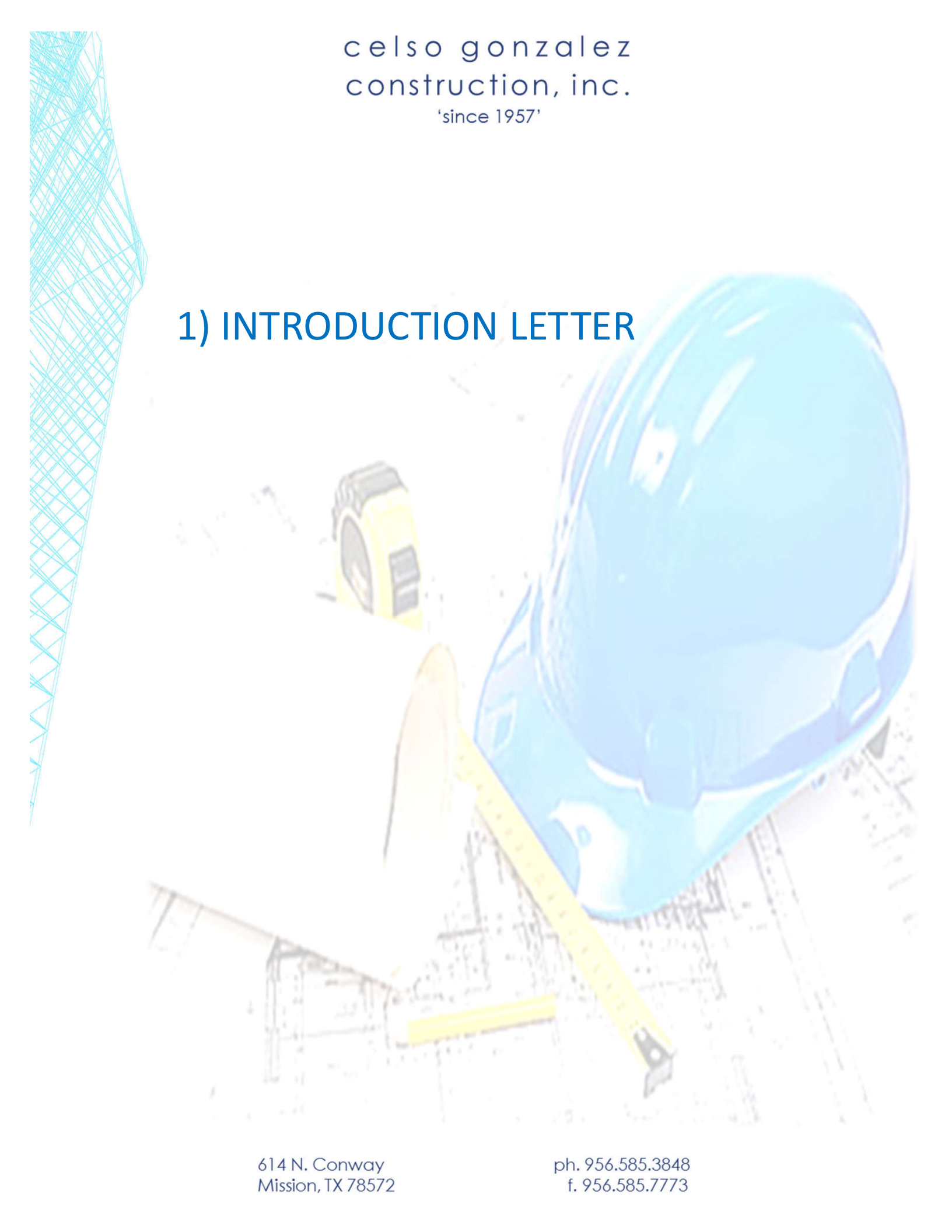
Edinburg CISD
Vacker Sports Complex



Tres Lagos
Amphitheater Park



Tres Lagos
Amphitheater Park



celso gonzalez
construction, inc.
'since 1957'

1) INTRODUCTION LETTER

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

celso gonzalez construction, inc.

'since 1957'

November 13, 2020

To our prospective client,

Celso Gonzalez Construction, Inc. has been in the construction industry for over 50-years and has been incorporated since 1989. Fourteen years ago our company moved solely into commercial construction work and currently focused primarily on public sector work. We are a fully insured and bonded company located in Mission, Texas.

Our company is considered very knowledgeable in the industry and are regularly asked by owners, engineers and architects to assist in value engineering, cost estimating and design analysis. Our experience lies within projects ranging from \$100,000 to \$3,500,000 on projects for schools, municipalities, county, state and federal work. Since obtaining our insurance bonding capacity eleven years ago, we have performed very little private sector work. Our staff is fluent on all AIA documentation associated with construction management and administration.

We have a construction crew of 8-10 full time in-house employees who perform multiple tasks including new construction, renovations, additions, paving, demolition, site-work, concrete flat work and maintenance. Furthermore, it is our practice to use the same subcontractors in order to keep our projects on track and to keep providing the same consistent quality service to our clients.

Our company has reviewed the plans and specifications for the City of Weslaco – North Side Sports Complex project and are confident in our ability construct the sports complex/park. Our company has built several sports complex / parks for City of Edinburg/ Edinburg CISD, City of McAllen, PSJA ISD and Tres Lagos subdivision, and have experience with constructing concessions, restrooms, flatwork, walking trails, installing brick pavers, amphitheaters, playscapes, tennis courts, basketball courts, softball/ baseball fields, and parking lots. Celso Gonzalez Construction, Inc. looks forward to working with the City of Weslaco on this and future projects.

Please refer to our client and vendor references within this portfolio. Should you have any questions, need any further information or wish to meet, feel free to contact me personally on my cell phone at 956.453.3486.

Visit www.cgc-inc.com for project photos and additional information.

Sincerely,



Celso Gonzalez, Jr. – President
Celso Gonzalez Construction, Inc.
614 N. Conway
Mission, Texas 78572
956.585.3848 office
956.585.7773 fax
cgc@cgc-inc.com email



614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

celso gonzalez
construction, inc.
'since 1957'

2) OFFER & PRICING

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773



WESLACO NORTH SIDE SPORTS COMPLEX

SECTION 004313 - BID SECURITY FORMS

PART 1 - GENERAL

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF SECTION 004313

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH4149

KNOW ALL MEN BY THESE PRESENTS, that we

CELSO GONZALEZ CONSTRUCTION, INC., 614 North Conway, Mission, TX 78572

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of Weslaco, 255 South Kansas Avenue, Weslaco, TX 78596

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of the Greatest Amount Bid Dollars (5.00%).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

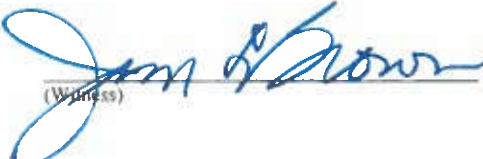
RFP: 2020-21-03 Weslaco North Side Sports Complex

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of November, 2020.


(Witness)

CELSO GONZALEZ CONSTRUCTION, INC.
(Principal) (Seal) *President*
(Title)


(Witness)

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
Diane Brown
Diane Brown, ATTORNEY-IN-FACT



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

PH4149

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young, Diane Brown, Fred A. Thetford IV and/or Fred A. Thetford, III of Contract Bond Agency, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

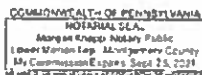
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of November, 2020



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

SURETY BOND SEAL ADDENDUM

PHILADELPHIA INDEMNITY INSURANCE COMPANY

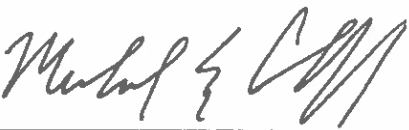
As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: 
Michael Cundiff, Senior Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the Surety's toll free telephone
number for information or to make a
complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity
Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

You may contact the Texas Department of
Insurance to obtain information on
companies, coverage, rights or complaints
at:

1-800-252-3439.

You may write the Texas Department of
Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should
you have a dispute concerning your
premium or about a claim, you should
contact the Surety first. If the dispute is not
resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does
not become a part or condition of the
attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una
queja: Usted puede llamar al numero de
telefono gratis de para informacion o para
someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia
Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion
acerca de companias, coberturas, derechos
o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O
RECLAMOS:** Si tiene una disputa
concerniente a su prima o a un reclamo,
debe comunicarse con el Surety primero. Si
no se resuelve la disputa, puede entonces
comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este
aviso es solo para proposito de informacion
y no se convierte en parte o condicion del
documento adjunto.



WESLACO NORTH SIDE SPORTS COMPLEX

SECTION 004113 - BID FORM - STIPULATED SUM

PART 1 - Bid Form - Stipulated Sum

1.1 BID INFORMATION

- A. Bidder: **Celso Gonzalez Construction, Inc.**
- B. Project Name: Weslaco North Side Sports Complex
- C. Project Location: 320 East Mile 11 Road, Weslaco, TX 78596
- D. Owner: City of Weslaco, Texas
- E. Owner Project Number: RFB: 2020-21-03
- F. Architect: Gignac & Associates
- G. Architect Project Number: 18.51R

1.2 CERTIFICATIONS AND **BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Gignac & Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One Million Seven Hundred Twenty-Five Thousand Dollars
(\$ \$1,725,000.00).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of greatest amount bid Dollars
(\$ 5% of greatest amount bid).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. Provide a list of sub-contractors to the Owner by 3 pm on Monday, November 16, 2020. City of Weslaco will upload a link after the bids are received on bid date. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: Self Performed
- 2. Masonry Work: Salvador Vera Masonry
- 3. Roofing Work: RGV Fabrication & Specialty Welding
- 4. Plumbing Work: Salinas Plumbing
- 5. HVAC Work: Not Applicable to this Construction Project



WESLACO NORTH SIDE SPORTS COMPLEX

6. Electrical Work: Komplex Electric
7. Site Work: South Texas Paving

1.5 TIME OF COMPLETION

- A. The Undersigned Bidder proposes and agrees thereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 210 calendar days, including anticipated delays due to inclement weather or muddy ground conditions. (NOAA's average rain days for each month shall be used as delays for inclement weather---average for last 5 years.)
- B. The Undersigned Bidder is to work 5 working days per week.
- C. The Undersigned agrees to commence work within ten (10) days of Notice to Proceed or upon permit issuance; whichever is earliest.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 1. Addendum No. 1, dated 10/21/20
 2. Addendum No. 2, dated 10/28/20
 3. Addendum No. 3, dated 11/4/20
 4. Addendum No. 4, dated 11/11/20
 5. Addendum No. 5, dated 11/11/20

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement - Allowances.
 2. Bid Form Supplement - Bid Bond Form
 3. Bid Form Supplement - Contractor's Qualifications Statement Form (AIA Document A305).

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the City of Weslaco, County of Hidalgo TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 13th day of November, 2020.



WESLACO NORTH SIDE SPORTS COMPLEX

- B. Submitted By: Celso Gonzalez Construction, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Celso Gonzalez Jr. (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Street Address: 614 N. Conway Avenue.
- G. City: Mission State: TX Zip: 78572.
- H. Phone: (956) 585 - 3848.
- I. License No.: Not Applicable.
- J. Federal ID No.: 74 - 2531378 (Affix Corporate Seal Here).

END OF SECTION 004113





WESLACO NORTH SIDE SPORTS COMPLEX

SECTION 004321 - ALLOWANCE FORM

PART 1 - Allowance Form

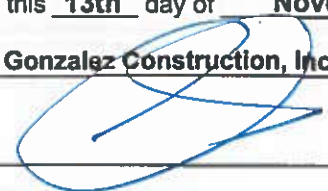
1.1 BID INFORMATION

- A. Bidder: **Celso Gonzalez Construction, Inc.**
- B. Project Name: Weslaco North Side Sports Complex
 - a. Project Location: 320 E. Mile 11 Road, Weslaco, TX 78596
- C. Owner: City of Weslaco, Texas
- D. Owner Project Number: **RFB: 2020-21-03**
- E. Architect: Gignac & Associates
- F. Architect Project Number: 18.51R

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 13th day of November, 2020.
- B. Submitted By: **Celso Gonzalez Construction, Inc.** (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: **Celso Gonzalez Jr.** (Type or print name).
- E. Title: **President** (Owner/Partner/President/Vice President).

END OF SECTION 004321





VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **North Side Sports Complex = RFP No.: 2020-21-03**

with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **November 13, 2020** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes

City of Weslaco

Purchasing Office

255 S. Kansas Avenue

Weslaco, Texas 78596

Phone: 956.447.2240

hrhodes@weslacotx.gov

Name: **Celso Gonzalez Jr.** Signature: 

(print / contact person)

Title: **President** Company/Agency: **Celso Gonzalez Construction, Inc.**

Mailing

Address: **614 N Conway Avenue** City/State/Zip: **Mission, TX 78572**

Phone: **(956) 585 - 3848** Fax: **(956) 585 - 7773**

Email Address: **cg@cgc-inc.com**

Bid No.: 2020-21-03



"The City on the Grow"



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Weslaco
Homer Rhodes, Purchasing Agent

ADDRESS: City of Weslaco - Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596

SUBMITTED BY: Celso Gonzalez Construction, Inc.

NAME: Celso Gonzalez Jr.

ADDRESS: 614 N. Conway
Mission, Texas 78572

PRINCIPAL OFFICE: Same

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT (if applicable): City of Weslaco
RFP No.: 2020-21-03
North Side Sports Complex

TYPE OF WORK (file separate form for each Classification of Work):

- ☒ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 63 years (Incorporated in 1989)

§ 1.2 How many years has your organization been in business under its present business name? 63 Years

§ 1.2.1 Under what other or former names has your organization operated?

Celso Gonzalez Construction Company before it was incorporated

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

August 1989

§ 1.3.2 State of incorporation:

Texas

§ 1.3.3 President's name:

Celso Gonzalez Jr

§ 1.3.4 Vice-president's name(s)

Celso Gonzalez

§ 1.3.5 Secretary's name:

Lydia Belen Gonzalez

§ 1.3.6 Treasurer's name:

Celso Gonzalez

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Project management, Site work, Light concrete, General maintenance, Demolition

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

We have never failed to complete any work

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

There are no judgements, claims, arbitration proceedings or suits pending or outstanding against our company or its officers.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Yes, Mission C.I.S.D. Grievance settled at level two.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached contractor's portfolio

§ 3.4.1 State total worth of work in progress and under contract:

\$5,210,277.35

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached contractor's portfolio

§ 3.5.1 State average annual amount of construction work performed during the past five years:

Average contract is \$1,050,000 to \$2,500,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached contractor's portfolio

§ 4. REFERENCES

§ 4.1 Trade References:

See attached contractor's portfolio

§ 4.2 Bank References:

Inter National Bank (Vantage Bank)
1801 S. 2nd Street
McAllen, Texas 78503
956.664.8978
Rosalba Lopez
Sales & Service Banking Center Manager

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Philadelphia Indemnity Insurance Company

§ 4.3.2 Name and address of agent:

Fred A. Thetford, Jr.
2525 Ridgemar Blvd, Suite 320
Fort Worth, Texas 76116

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See attached financial statement

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof: Salinas, Allen and Smith

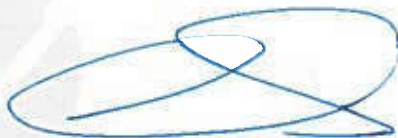
§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes



§ 6. SIGNATURE

§ 6.1 Dated at this 6th day of November, 2020

Name of Organization: Celso Gonzalez Construction, Inc.

By: Celso Gonzalez, Jr.

Title: President

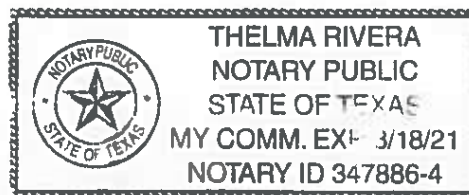
§ 6.2

Celso Gonzalez, Jr. being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 6th day of November 2020

Notary Public:

My Commission Expires: 3/18/2021



CELSO GONZALEZ CONSTRUCTION, INC.

FINANCIAL STATEMENTS and INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2019

**DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
nidia@deaver-saldivarcpafirm.com**

CELSO GONZALEZ CONSTRUCTION, INC.
FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

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Schedule of Cost of Revenue.....	19
Schedule of General and Administrative Expenses.....	20

DEAVER & SALDIVAR CPA FIRM, LLC.

CERTIFIED PUBLIC ACCOUNTANTS

3516 E. EXPRESSWAY 83, SUITE 109

WESLACO, TEXAS 78596

PHONE: 956-622-9742. 956-592-7150 FAX: 956-968-8780

nidia@deaver-saldivarcpafirm.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

BOARD OF DIRECTORS

CELSO GONZALEZ CONSTRUCTION, INC.

MISSION, TEXAS

We have reviewed the accompanying financial statements of Celso Gonzalez Construction, Inc., which comprise the balance sheet as of December 31, 2019, and the related statements of income, statement of changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The supplementary information contained in the Schedule of Contracts in Progress, Schedule of Completed Contracts, Schedule of Cost of Revenue, and Schedule of General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the responsibility of management. We have not compiled the supplementary information in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Deaver & Saldivar CPA Firm, LLC.

Weslaco, Texas

June 11, 2020

CELSO GONZALEZ CONSTRUCTION, INC.
BALANCE SHEET
As of December 31, 2019

Assets

Current Assets

Cash in Bank	\$ 14,102
Accounts Receivable, Net	365,899
Retainage Receivable, Net	124,726
Certificate of Deposit	39,018
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	124,117
Total Current Assets	667,862

Property and Equipment

Machinery and Equipment	39,812
Vehicles	59,907
Furniture and Equipment	5,303
Leasehold Improvements	39,285
Total Property and Equipment	144,307
Less: Accumulated Depreciation	(47,929)
Property and Equipment, Net	96,378

Other Assets

Deferred Federal Income Tax Asset	49,678
Total Other Assets	49,678
Total Assets	\$ 813,918

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
BALANCE SHEET
As of December 31, 2019

Liabilities and Stockholders' Equity

Current Liabilities

Line of Credit	\$ 149,749
Accounts Payable	188,303
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	125,108
Current Portion of Long-Term Debt	5,151
Total Current Liabilities	<u>468,311</u>

Long-Term Liabilities

Deferred Federal Tax Liability	104,849
Notes Payable	14,008
Less: Current Portion of Long-Term Debt	(5,151)
Total Long-Term Liabilities	<u>113,706</u>
Total Liabilities	<u>582,017</u>

Stockholders' Equity (Deficit)

Stockholders' Equity

Common Stock \$1 Par Value	1,000
1,000 Shares Issued and Outstanding	
Retained Earnings	230,901
Total Stockholders' Equity (Deficit)	<u>231,901</u>
Total Liabilities and Stockholders' Equity (Deficit)	<u>\$ 813,918</u>

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
STATEMENT OF INCOME
For the Year Ended December 31, 2019

	<u>Amount</u>	<u>Percentage of Revenue</u>
Revenue	\$ 3,148,610	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs	2,739,728	87.0%
Cost of Revenue - Indirect Costs	225,147	7.2%
Depreciation	22,144	0.7%
Total Cost of Revenue	2,987,019	94.9%
Gross Profit	161,591	5.1%
Expenses		
General and Administrative Expenses	159,382	5.1%
Total Expenses	159,382	5.1%
Operating Income (Loss)	2,209	0.1%
Other Income (Expense)		
Interest Income	1,251	0.0%
Interest (Expense)	(7,515)	-0.2%
Texas Franchise Tax (Expense)	(5,439)	-0.2%
Total Other Income (Expense)	(11,703)	-0.4%
Income (Loss) Before Income Taxes	(9,494)	-0.3%
Federal Income Taxes	739	0.0%
Net Income	\$ (8,755)	-0.3%

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
For the Year Ended December 31, 2019

	Common Stock		Retained	Total
	<i>Number of</i>	<i>Par Value</i>	<i>Earnings</i>	
	<i>Shares</i>	<i>\$1.00</i>		
Balance 1/1/2019	<u>1,000</u>	<u>\$ 1,000</u>	<u>\$ 478,975</u>	<u>\$ 479,975</u>
Restatement			(196,899)	(196,899)
Restated Balance 1/1/2019	<u>1,000</u>	<u>1,000</u>	<u>282,076</u>	<u>283,076</u>
Net Income			(8,755)	(8,755)
Distributions			(42,420)	(42,420)
Contributions			0	0
Balance 12/31/2019	<u>1,000</u>	<u>\$ 1,000</u>	<u>\$ 230,901</u>	<u>\$ 231,901</u>

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.

STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2019

Cash Flows from Operating Activities

Net Income (Loss)	\$	(8,755)
-------------------	----	---------

Adjustments To Reconcile Net Income (Loss) To Net Cash:

Depreciation Expense		22,144
Deferred Income Taxes	(1)	37,306
Prior Period Adjustment to Bank Balance	(1)	30,000
Prior Period Adjustment to Accounts Payable	(1)	(168,045)
(Increase) Decrease in:		
Accounts Receivable, Net		(39,296)
Retainage Receivable, Net		(81,173)
Underbillings of Earned Revenue		(117,699)
Increase (Decrease) in:		
Accounts Payable		163,916
Income Tax Payable	(1)	(79,081)
Overbillings of Earned Revenue		125,109
Total Adjustments		(106,819)
Net Cash Provided By (Used In) Operating Activities		(115,574)

Cash Flows From Investing Activities

Acquisition of Property and Equipment		(39,285)
Disposal of Property and Equipment		0
Certificate of Deposit		(1,251)
Net Cash Provided By (Used In) Investing Activities		(40,536)

Cash Flows From Financing Activities

Borrowings		200,000
Repayments of Debt		(79,548)
Contributions from Stockholders		0
Distributions to Stockholders		(42,420)
Net Cash Provided By (Used In) Financing Activities		78,032
Net Increase (Decrease) in Cash		(78,078)

Cash at Beginning of Period		92,180
Cash at End of Period	\$	14,102

(1) See footnote 12 for significant non-cash transactions and supplemental information.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of entity and operations. Celso Gonzalez Construction, Inc. (the "Company") is a Texas corporation organized in February 1989. The Company specializes in general contracting services for commercial and governmental property in the Rio Grande Valley of Texas.

Basis of accounting. The financial statements of the Company are prepared on the accrual basis of accounting.

Operating cycle. The Company's work is performed under fixed-price contracts. These contracts are undertaken by the Company as either the contractor or as a subcontractor. The length of the contracts varies from several months for small projects to over a year for larger projects.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and cost recognition. Revenues from fixed-price contracts are recognized on the percentage-of-completion method, with the cost to cost method used to measure the value of work accomplished on a contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. With cost to cost method, the percentage of contract cost completed to date to the estimated total contract cost is used to recognize revenue earned on a contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used may change within the near term.

Contract costs include all material, subcontractor, direct equipment operating cost and labor costs and specific indirect costs related to contract performance, such as indirect labor, supplies, and tools. The operating costs of the repair shop are not charged to jobs or allocated to projects, but are included in cost of revenue. Selling, general, and administrative costs are charged to expense as incurred.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The effect of change orders on total contract value is recognized only when an executed change order is issued. Expected cost of unapproved change orders is added to the total estimated cost of a project even if change orders are still pending approval at the date a financial statement is issued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed, and is also noted as "Underbillings of earned revenue" on the cash flow statement. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized, and is also noted as "Overbillings of earned revenue" on the cash flow statement.

Receivables, including retainage. Receivables are generally based on amounts billed to the customer in accordance with the provisions of the agreement. Retainage is withheld by customers until completion of the contracts.

Many of the contracts under which the Company performs work contain retainage provisions. Retainage refers to that portion of billings made by the Company but held for payment by the customer pending satisfactory completion of the project. Unless reserved, the Company assumes that all amounts retained by customers under such provisions are fully collectible. Retainage on active contracts is classified as a current asset regardless of the term of the contract and is generally collected within one year of the completion of a contract.

Normal contracts receivable are due 30 days after the issuance of the invoice. Contract retentions are due 30 to 60 days after completion of the project and acceptance by the owner. Receivables past due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Inventory. The Company is a specialty contractor, and does not maintain standing inventory. All materials are purchased per unique contract specifications, as per ASC 606, the Company recognizes these purchases as costs incurred.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment. Depreciation is generally provided on the straight-line method over the estimated useful lives of the assets. For construction equipment including heavy machinery, vehicles, and field support assets, depreciation is provided on the straight-line method over the estimated useful lives of the assets.

Income taxes. The Company is treated as a C-Corporation for federal income tax purposes. We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we determine deferred tax assets and liabilities on the basis of the differences between the financial statement and tax basis of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse.

The State of Texas has imposed a franchise tax calculated on certain entities, including corporations. The franchise tax is calculated similar to an income tax using gross revenues less the greater of the cost of goods sold, compensation or 30% of gross revenue. All these terms are defined under State statute and are not necessarily the same as those used under generally accepted accounting principles or by the Internal Revenue Service.

Backlog and contract gross margin. The Company presents backlog where there is a signed contract for work on the schedule of contracts in progress. The indirect cost of the Company's operations are not charged to projects, and therefore the Company's accounting policy does not include any indirect cost in the presentation of contract gross margin in backlog.

2. FASB ASC 606 NEW ACCOUNTING GUIDANCE

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance." No retrospective transition was necessary from the adoption of the new guidance.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

3. CASH IN BANK

The Company maintains cash balances at one financial institution. Accounts at the institutions were insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2019, there were no uninsured bank balances.

4. ACCOUNTS RECEIVABLE

Accounts receivable, net as of December 31, 2019, is comprised of the following:

Accounts receivable	\$ 365,899
Retainage receivable	124,726
Total accounts receivable	<u>490,625</u>
Less:	
Allowance for doubtful accounts	<u>0</u>
Total accounts receivable, net	<u><u>\$ 490,625</u></u>

5. CONTRACTS IN PROGRESS - COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Contract cost and recognized income not yet billed and related amounts billed as of December 31, 2019, were as follows:

Cost incurred on contracts in progress	\$ 2,221,762
Recognized income	<u>271,772</u>
	2,493,534
Progress billings and advance payment	<u>(2,494,525)</u>
	<u><u>\$ (991)</u></u>
Contract cost and recognized income not yet billed	\$ 124,117
Contract billings in excess of cost and recognized income	<u>(125,108)</u>
	<u><u>\$ (991)</u></u>

During the reporting period, the Company incurred \$225,147 of indirect costs for the yard and repair shop which were not charged to projects.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

6. BACKLOG

The backlog for future work to be performed on signed contracts was \$1,019,299 at December 31, 2019. The estimated contract gross margin on this work was \$119,877. Estimated contract gross margin is based only on the estimated direct cost of completing projects.

7. PROPERTY AND EQUIPMENT

Property and equipment, net as of December 31, 2019, is comprised of the following:

Assets	
Machinery and equipment	\$ 39,812
Vehicles	59,907
Furniture and equipment	5,303
Leasehold improvements	39,285
	144,307
Accumulated depreciation	
Machinery and equipment	19,004
Vehicles	23,964
Furniture and equipment	3,606
Leasehold improvements	1,355
	47,929
Net property and equipment	\$ 96,378
Depreciation life classes for assets	Range of useful lives
Machinery and equipment	5 Years
Vehicles	5 Years
Furniture and equipment	5 Years
Leasehold improvements	15 Years

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

8. NOTES PAYABLE

Notes payable as of December 31, 2019, is comprised of the following:

Secured short-term debt

Line of credit due June 17, 2020, interest rate 8.25 %	\$ 149,749
Total secured short-term	<u>149,749</u>

Secured long-term debt

Secured vehicle note due 2022, interest rate 3.22 %	14,008
Total secured long-term	<u>14,008</u>

Total debt outstanding	<u><u>\$ 163,757</u></u>
------------------------	--------------------------

Future maturities of long-term debt consist of the following:

	<u>Notes Payable</u>
December 31, 2020	\$ 5,151
December 31, 2021	5,541
December 31, 2022	3,316
December 31, 2023	0
December 31, 2024	0
Thereafter	0
	<u><u>\$ 14,008</u></u>

The Company has one real estate secured line of credit with a limit of \$150,000, the real estate property is personally owned by the shareholders of the Company. The line of credit has an outstanding balance, which matures June 17, 2020, and is typically renewed.

9. INCOME TAXES

The provision (benefit) for federal income taxes consists of the following components:

Current tax liability	\$ 0
Deferred tax liability	104,849
Deferred tax asset	<u>(49,678)</u>
Total deferred tax provision (benefit)	<u><u>\$ 55,171</u></u>

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

10. SURETY BONDS

The Company, as a condition for entering into certain contracts, has outstanding surety bonds. The bonds are partially collateralized by contracts receivable.

11. RELATED PARTIES

The Company operates from the facilities owned by the shareholders of the Company; which includes land and office building. The weekly rental rate for the office space is \$100. During the period, the Company paid \$4,400 to the shareholders.

12. SIGNIFICANT NONCASH TRANSACTIONS AND SUPPLEMENTARY CASH FLOW INFORMATION

During the reporting period, the Company paid \$7,515 in interest and \$41,036 in federal income taxes, and \$5,439 in Texas franchise taxes.

13. VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Company operates primarily in the State of Texas and is therefore subject to economic conditions that might affect the region. The geographic region has a history of hurricanes and tropical storms during late summer. Any major storm event could be disruptive to operations.

The Company has a concentration of receivables and retainage of \$450,142 or 92% with three customers, and a concentration of revenue of \$2,394,328 or 76% with the same three customers.

14. PRIOR PERIOD ADJUSTMENT

During the period, the Company obtained a new accounting firm to prepare its financial statements. A restatement, decreasing beginning retained earnings by a net \$196,899, resulted from various review procedures to test the beginning balances of property and equipment, shareholder loans, and company liabilities.

The review procedure for testing for the existence and impairment of property and equipment resulted in a decrease to retained earnings of \$32,857.

The review procedure to test accuracy of shareholder loan balances resulted in a decrease to retained earnings of \$25,997.

The review procedure to test accuracy of accounts payable balances resulted in a decrease to retained earnings of \$168,045.

The review procedure to test accuracy of beginning cash balance resulted in an increase to retained earnings of \$30,000.

CELSO GONZALEZ CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2019

15. CONTINGENCIES

Management has represented there is no anticipated or pending litigation which would have a material impact on the financial statements.

16. SUBSEQUENT EVENTS

As of June 11, 2020, the Company executed additional contracts with an aggregate value of \$1,004,000.

In May of 2020, the Company received loan funds of \$56,900 from the Paycheck Protection Program administered by the Small Business Administration. The funds will more likely than not be forgiven based on the program's conditions, therefore the loan will not require repayment.

In February of 2020, the United State of American started reporting cases of the virus COVID-19, a global pandemic. Businesses, including the Company, have been affected by local, state and federal mandates, which limit the ability of individuals to conduct business transactions in a traditional manner. As of the report date, the Company is not able to reasonably and accurately determine the financial impact of the pandemic in its future business operations.

Mr. Celso Gonzalez, President of the Company, has evaluated subsequent events through June 11, 2020, the date which the financial statements were available to be issued.

CELSO GONZALEZ CONSTRUCTION, INC.
FINANCIAL STATEMENTS
For the Twelve Months Ended December 31, 2019

SUPPLEMENTAL INFORMATION

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Schedule of Completed Contracts at December 31, 2019.....	18
Schedule of Cost of Revenue.....	19
Schedule of General and Administrative Expenses.....	20

CELSO GONZALEZ CONSTRUCTION, INC.
SCHEDULE OF CONTRACTS IN PROGRESS
As of December 31, 2019

Job Name	Total Contract			From Inception to December 31, 2019					At December 31, 2019			
	Contract Value	Estimated Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Billed to Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Backlog	Percent Complete
Texas Parks & Wildlife	813,615	101,035	12%	370,354	324,364	45,990	262,475	388,216	107,879		443,261	46%
La Villa Agricultural Barn	889,200	103,146	12%	490,780	433,850	56,930	474,542	352,204	16,238		398,420	55%
IDEA Weight Room	201,018	21,298	11%	99,205	88,694	10,511	151,927	91,026		52,722	101,813	49%
PSJA Courtyard	1,609,000	166,170	10%	1,533,195	1,374,854	158,341	1,605,581	67,976		72,386	75,805	95%
	<u>\$ 3,512,833</u>	<u>\$ 391,649</u>	<u>11%</u>	<u>\$ 2,493,534</u>	<u>\$ 2,221,762</u>	<u>\$ 271,772</u>	<u>\$ 2,494,525</u>	<u>\$ 899,422</u>	<u>\$ 124,117</u>	<u>\$ 125,108</u>	<u>\$ 1,019,299</u>	

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
SCHEDULE OF COMPLETED CONTRACTS
For the Year Ended December 31, 2019

Job Name	Contract Total				Value Completed After January 1, 2019				Value Completed Before January 1, 2019			
	Contract Value	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent
McAllen Airport Terminal	339,000	256,344	82,656	24%	116,086	92,622	23,464	20%	222,914	163,722	59,192	27%
Palmhurst Sidewalk	219,955	149,649	70,306	32%	219,955	149,649	70,306	32%	0	0	0	0%
Sharyland Fencing	263,000	242,924	20,076	8%	263,000	242,924	20,076	8%	0	0	0	0%
McAllen ISD Fine Arts Theater	439,996	356,506	83,490	19%	5,917	27,330	(21,413)	-362%	434,079	329,176	104,903	24%
	<u>\$ 1,261,951</u>	<u>\$ 1,005,423</u>	<u>\$ 256,528</u>	<u>20%</u>	<u>\$ 604,958</u>	<u>\$ 512,525</u>	<u>\$ 92,433</u>	<u>15%</u>	<u>\$ 656,993</u>	<u>\$ 492,898</u>	<u>\$ 164,095</u>	<u>25%</u>

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
SCHEDULE OF COST OF REVENUE
For the Year Ended December 31, 2019

	<u>Amount</u>
Cost of Revenue	
Cost of Revenue - Direct Costs	
Subcontractors Expense	\$ 1,742,190
Construction Materials Cost	656,991
Direct Labor Cost	199,550
Equipment Rental	68,645
Other Construction Costs	19,647
Performance Bond	52,705
Total Cost of Revenue - Direct Costs	<u>2,739,728</u>
Cost of Revenue - Indirect Costs	
Auto and Truck Expenses	33,588
Repairs and Maintenance	53,388
Insurance	39,131
Indirect Labor	97,676
Indirect Costs - Other	1,364
Total Cost of Revenue - Indirect Costs	<u>225,147</u>
Depreciation	<u>22,144</u>
Total Cost of Revenue	<u>\$ 2,987,019</u>

See Independent Accountants' Review Report and Notes to Financial Statements.

CELSO GONZALEZ CONSTRUCTION, INC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended December 31, 2019

	<u>Amount</u>
General and Administrative Expenses	
Payroll Expenses - G&A	\$ 73,291
Office Expense	24,693
Communications	10,627
Meals and Entertainment	2,721
Advertising	7,042
Donations	4,770
Professional Fees	17,638
Other Expenses	4,186
Insurance Expense	5,502
Dues and Subscriptions	8,912
Total General and Administrative Expenses	<u>\$ 159,382</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2020

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

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

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: Greg Klement PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129 E-MAIL ADDRESS: greg@klementagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: MT HAWLEY INSURANCE CO	
INSURER B: TEXAS MUTUAL INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			MGL0191200	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			provided by separate vendor			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			CM1331P200917-001	09/17/2020	09/17/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	SBP0001265184-2020	02/14/2020	02/14/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

~~PROJECT: COMPETITIVE SEALED PROPOSAL NO. 2021-022 - AGRICULTURAL LEARNING CENTER, N. 29TH ST. & AUBURN AVE, MCALLEN, TX 78504~~
~~MCALLEN IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY, A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER UNDER THE WORKERS COMP AND LIABILITY POLICIES.~~

Current proof of insurance - for bid documents
 (certificate to be provided to City of Weslaco upon award of contract)

CERTIFICATE HOLDER MCALLEN INDEPENDENT SCHOOL DISTRICT 2000 N. 23RD STREET MCALLEN TX 78504	CANCELLATION AI 119665 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Fax: () -

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2020

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

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

PRODUCER JOEL E BAZAN 118 S SHARY RD MISSION, TX 78572	CONTACT NAME: NANCY COLLIER	
	PHONE (A/C, No, Ext): 956-519-1780	FAX (A/C, No): 956-519-1775
INSURED CELSO GONZALEZ CONSTGRUCTION 614 N CONWAY AVE MISSION, TX 78572	E-MAIL ADDRESS: ONE.INS@RGVFARMERS.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Lakes Insurance SE	
	INSURER B: Truck Insurance Exchange	
	INSURER C: Mid Century Insurance Exchange	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		GK19390627955	07/25/2020	07/25/2021	EACH OCCURRENCE \$ 500,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 500,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS	Y		606247837	08/23/2020	08/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N ☐ N / A			WC STATUTORY LIMITS
							OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

Current proof of insurance - for bid documents
(certificate to be provided to City of Weslaco upon award of contract)

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

Project Information:

~~Competitive Sealed Proposal No. 2021-022 Agricultural Learning Center~~~~N. 29TH ST. & Auburn AVE~~~~McAllen, TX 78504~~**CERTIFICATE HOLDER****CANCELLATION**

~~McAllen Independent School District~~
~~2000 N. 23rd Street~~
~~McAllen, TX 78504~~

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

AUTHORIZED REPRESENTATIVE

Contractor: Celso Gonzalez Construction, Inc.
Project: Weslaco North Side Sports Complex
Date: November 13, 2020

Subcontractor List

Trade	Company	Address		Phone	Contact	Email
Sitework, Utilities, Paving	South Texas Paving	3421 N Trosper Road	Mission, TX	956.655.4669	Marc Gomez	mgomez@southtexaspaving.com
Plumbing	Salinas Plumbing	1815 East Zinnia Ave	Mission, TX	956.580.4571	Jorge Salinas	salinasplumbing@aol.com
Electrical	Komplex Electric	4801 Auburn Ave, Unit 5	McAllen, TX	956.424.9006	Moises Hernandez	moises@komplexelectric.us
Concrete Supplier	Central Ready Mix	2101 Utex Drive	San Benito, TX	956.607.7714	Ray Gonzales	rgonzalescrm@yahoo.com
Foundation	Self performed	614 N Conway Avenue	Mission, TX	956.585.3848	Celso Gonzalez Jr.	cg@cgc-inc.com
Building Steel Erection / Roofing	RGV Fabrication & Specialty Welding	5321 N Athol St	Edinburg, TX	956.781.9196	Robert Ramirez	triplerwelding@yahoo.com
Tennis, Volleyball, & Basketball Courts	Teni-Trak, Inc.	306 S. Illinois	Mercedes, TX	956.565.3385	Jeff St. John	jeffstjohn67@aol.com
Masonry	Salvador Vera Masonry	7809 W Bus Hwy 83	Mission, TX	956.458.1225	Salvador Vera	salvadorvera4@gmail.com
Doors, Frames, & Hardware	Architectural Division 8	2425 Brockton, Suite 101	San Antonio, TX	210.826.6616	George Caballero	gcaballero@archdiv8.com
Painting	Corpus Painting	1717 Costa Rica	Weslaco, TX	409.434.2037	Augustin Corpus	aguscorp956@gmail.com
Landscaping & Irrigation	Green Thumb Landscaping & Irrigation	5212 N. Jackson Rd.	Edinburg, TX	956.380.2289 (ph) 956.239.0134 (m)	George Davis	greenthumb_ym@yahoo.com
Septic Tank System	Gonzalez Septic Tank Service	PO Box 2900	Edinburg, TX	956.778.3543	Jose Angel Gonzalez	gstexcavation@yahoo.com



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3) CONTRACTOR'S QUALIFICATIONS/ PORTFOLIO

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

CONTRACTOR'S PORTFOLIO

Contractor: Celso Gonzalez Construction, Inc.
614 N Conway, Mission, Texas 78572
Contact: Celso Gonzalez Jr, President
Cell: 956.453.3486
Ph: 956.585.3848
Fax: 956.585.7773
Email: cg@cgc-inc.com
Tax ID #: 74-2531378
D&N #: 066418146

Project: Weslaco North Side Sports Complex

Bid No.: 2020-21-03

Owner: City of Weslaco

Date: November 13, 2020

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INTRODUCTION



The Crossing Park – City of McAllen

Incorporated in 1989, Celso Gonzalez Construction, Inc. (CGCinc) is a family-managed corporation with well over 50-years of experience in the industry. We are well suited to perform a wide variety of construction projects. Our projects include renovations, remodeling, additions, demolition as well as new projects.



Hidalgo/Reynosa Bridge Pedestrian Canopies

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

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SAMPLE PROJECTS



LI Palmview HS Ag Barn
La Joya ISD

Our Lady of Holy Rosary Church, New Construction, Mission, Texas

St. Theresa of the Infant Jesus Catholic Church – New 8383 sf church with site improvements

McAllen I.S.D.– Elementary pavilions for five different schools.

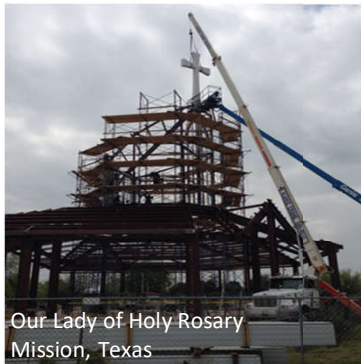
St. William's Church – New construction of a new 6200 sf Catholic Church for the Brownsville Dioceses.

USDA New Boiler and Building Renovations – Demolition, renovation and installation of a new 60 hp, 100-gallon steam boiler and piping with operation steam pressure of 85 psi.

Golazo Indoor Soccer Facility, Private Venture– New construction of a new 30,000 sf indoor soccer facility.



McAllen Intermodal
Transit Terminal



Our Lady of Holy Rosary
Mission, Texas

The Crossings Park Development, City of McAllen– New construction of a new 5-acre park for the city.

MITT – McAllen Intermodal Transit Terminal – Demolition, renovations and additions to the existing bus terminal.

Sunken Garden – Hardscape project for the North American Butterfly Association, Mission, Texas

In reviewing our company's personnel profile, you will see that we have the experience to tackle and successfully complete any project of this magnitude.

Visit our website at cgc-inc.com.



Child Nutrition Program Kitchen
Mission CISD

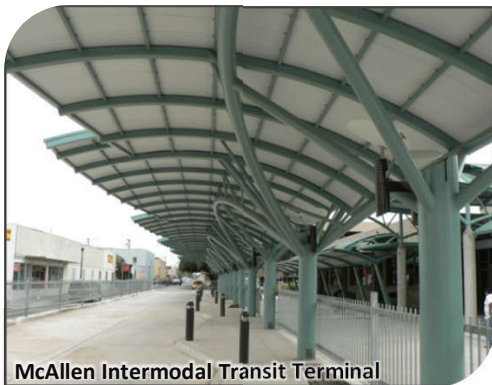
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Mission, TX 78572

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PROJECTS

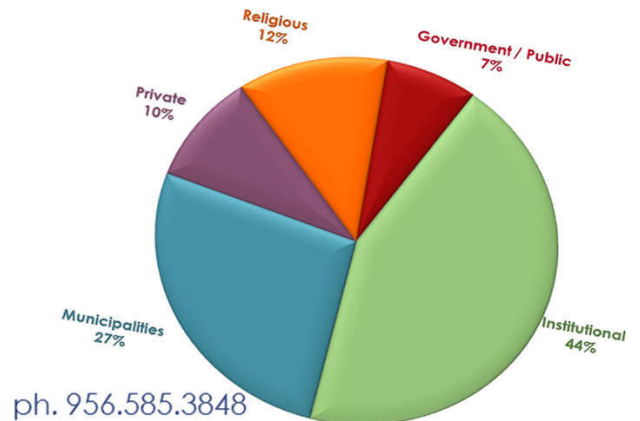
celso gonzalez construction, inc. 'since 1957'

Entity	Current Projects	Owner	Amount
K - 12 Education	New Agricultural Center	McAllen ISD	\$2,360,376.00
	JE Daughtrey WMA - Conservation Education Center	Texas Parks & Wildlife	\$793,099.00
	Hidalgo Co - PCT #2 - Valle Alto Park - Gym	Hidalgo County - Urban County Program	\$799,000.00
	Hidalgo Co Sheriff's Bus Barn	Hidalgo County	\$205,000.00
	Fasken Community Center Pool & Amenities	City of Laredo	\$463,108.00
Government / Public			
Entity	Past Projects (past five years)	Owner	Amount
Government/ Public	Tres Lagos Public Improvement District Parks	Tres Lagos Public Improvement District	\$2,629,280.00
	USDA New Boiler & Building Renovations, Moore Air Base	USDA	\$200,500.00
K - 12 Education	La Villa High School - New Agriculture Barn	La Villa ISD	\$889,200.00
	PSJA North ECHS Courtyard Drainage Improvements	PSJA ISD	\$1,609,000.00
	IDEA North Mission - Weight Room Addition	IDEA Public Schools - North Mission	\$201,018.00
	Shary North Junior High - New Fencing	Sharyland ISD	\$263,000.00
	Memorial / Eisenhower Sports Complex	City of Edinburg / Edinburg CISD	\$2,125,600.00
	Fine Arts Improvements for 3 McAllen High Schools	McAllen ISD	\$462,857.00
	Guillermo Flores Elem. - Window Replacement	La Joya ISD	\$377,000.00
	Ben Milam Pavilion	McAllen ISD	\$178,501.00
	New Agriculture Facility - Lyford, TX	Lyford CISD	\$1,246,000.00
	Transportation Center Addition - McAllen, TX	McAllen ISD	\$278,000.00
	J. Seguin Elementary Pavilion	McAllen ISD	\$107,500.00
	Batting Cages, Veterans Memorial HS	Mission I.S.D.	\$199,800.00
	La Joya Palmview High School Ag Barn	La Joya ISD	\$455,000.00
	District-wide pavilion project	McAllen ISD	\$692,000.00
	Child Nutrition Program Kitchen Addition	Mission CISD	\$1,736,500.00
Higher Education	Photoperiod/Crossing House	Texas A&M Research	\$241,000.00
	Infrastructure for Portable Bldg.	South Texas College - McAllen	\$333,000.00
	Installation of Portable Buildings	South Texas College - McAllen	\$41,500.00
Municipalities	Airport Terminal Entry/Exit Doors Renovation - Phase 1, 2, 3	City of McAllen	\$354,000.00
	South Texas Intl Airport at Edinburg - DPS Hangar	City of Edinburg / TXDOT Aviation	\$2,090,480.00
	Public Work Storage Building	City of McAllen	\$177,340.00
	Veterans War Memorial	City of McAllen	\$243,801.00
	Veterans Memorial	City of Alamo	\$144,000.00
	McAllen Hidalgo International Bridge Canopies, Phs III	City of McAllen	\$716,500.00
	The Crossings Park Development	City of McAllen	\$927,933.00
	McAllen Fire Sub-Station #7	City of McAllen	\$1,080,000.00
	McAllen Intermodal Transit Terminal	City of McAllen	\$1,608,000.00
	Sunken Gardens, Mission, Tx	National Butterfly Park	\$230,000.00
Private	Santana Textile, Paving and Sidewalks	Claudio Jose Motta	\$238,000.00
	Point Blank Sporting Goods and Shooting Range	Point Blank	\$655,500.00
	Golazo Indoor Soccer Facility, Pharr, Texas	Sebastian Sobczak	\$937,310.00
	Prince of Peace - Parish Hall & Office - Lyford, TX	Catholic Diocese of Brownsville	\$1,190,000.00
Religious	St. Theresa of the Infant Jesus Church, Edcouch, Texas	Catholic Diocese of Brownsville	\$1,472,000.00
	Our Lady of Holy Rosary, new church	Catholic Diocese of Brownsville	\$1,825,000.00
	Sacred Heart CCD Classrooms, Escobares, Texas	Catholic Diocese of Brownsville	\$522,500.00
	St. Williams Church - Sullivan City, Texas	Catholic Diocese of Brownsville	\$810,000.00



McAllen Intermodal Transit Terminal

614 N. Conway
Mission, TX 78572



ph. 956.585.3848
f. 956.585.7773

PERSONNEL EXPERIENCE (RESUMES):

Celso Gonzalez, Jr

President / Project Manager

- Celso Jr. graduated with a Civil Engineering degree in May 1988 from Texas A&I University in Kingsville, Texas and has since been active in construction, design and project management. In the last 32 years he has changed employers 4 times, each time as a promotion that has helped him gain an extensive knowledge of the construction industry. His list of projects include industrial warehouses, community centers, retail centers, municipal projects, residential projects and numerous tenant finish outs. Today, as President and Project Manager of CGCinc, he oversees all aspects of the business.
- Manages all contracts, pay requests, change orders, RFI's, with the Owner and Architect in a timely fashion. Follows up with owners on unpaid invoices.
- His years of experience have allowed CGCinc to expand into public sector work performing a wide variety of projects. He is well versed in contract negotiations, owner/architect/contractor relationships and all aspects of the American Architects Institute's construction protocol.
- Celso Gonzalez, Jr. has projected managed all the work listed in this proposal.

Celso Gonzalez (Senior)

CEO

- Celso (senior) has just completed his 58th year anniversary as a general contractor and a home builder. His day to day role is quality control and accounting. Mostly self-taught, Celso, Sr. is notorious for hard honest work. As the CEO of the corporation, he closely monitors the company's activities the old fashion way, he visits each job unannounced and demands strong work ethics.

Celeste Solis

Assistant Project Manager

- Ms. Solis recently graduated from University of Texas - Rio Grande Valley with a Bachelor's in Science in Civil Engineering. Was initially brought on as an engineering intern where she worked as an estimator for CGCinc. She is fluent in all aspects of digital communications, spreadsheets and word processing.
- Celeste is now responsible for managing daily activities and issues related to completing a construction project, including overall project planning, scheduling, project cost accounting, quality control, contract administration, safety management, labor and equipment resources, and owner and architect relationships.
- Ms. Solis oversees construction projects from start to finish using Microsoft Project 2016 to start each project and developing a Gantt chart that is updated monthly and communicated to all subcontractors, suppliers, owners, architects and field personnel.
- Creates and manages all subcontracts and purchase orders per the Company Guidelines, and ensures all documents are completed and signed.
- Checks shop drawings of all items in a timely manner for accuracy and compliance with specifications. Ensures all items are delivered per the contract schedule so as to not slow field progress. Follows up with architects and engineers to make sure they are not delaying progress per internal schedules. Communicates any problems to the President/ Project Manager.
- Ensures work put in place is to quality standards of the plans and specifications of the project.

PERSONNEL EXPERIENCE (RESUMES):

Luis Barrios

Construction Supervisor

- Runs the day-to-day operations on the construction site and controls the short-term schedule.
- He oversees the onsite supervision of subcontractors in the field. This includes inspecting subcontractor work, maintaining quality control, coordinating subcontractor responsibilities, and initiating discussions of quality expectations with trades and identification of conflicts in the field.
- Luis reads, reviews and coordinates construction drawings, specs and shop drawings.
- He ensure and manages a safe working environment in the field.
- Communicates with Project Manager and Assistant Project Manager with schedule, material, manpower and quality concerns.

Isaiah Saenz

Office Manager

- Mr. Saenz is responsible for day to day office duties and accounting for the construction company.
- He is well versed in typing up proposals, reports, lien waivers and other miscellaneous administrative items using Microsoft Office.
- Maintains accounts payable/receivable. Isaiah invoices and enters bills in QuickBooks
- Isaiah prepares weekly and monthly billing and financial statements. He prepares/ receives AIA payment applications, tracks construction project budgets, manages work orders, researches and orders materials & supplies.
- Ensures filing systems are created, maintained and up to date with each project.
- Reviews, prepares and maintains subcontractor vendor invoices and all required documents.

BUSINESS EXPERIENCE / PROJECT MANAGEMENT

Celso Gonzalez Construction, Inc. (CGCinc) is a family operated business with five family members in employment and a staff of 6 to 10 in-house full time employees. With Celso Gonzalez (senior) near retirement, Celso Gonzalez, Jr has taken over as President of the company and has now ventured into public sector work. CGCinc's strongest attribute is project management. The relentless pile of paperwork, involved in any given public funded project, is crucial to finishing a project. Celso Gonzalez, Jr. is meticulous for following the process and in coordinating with the owner and the architect in order to finish a project with as little hindrance as possible.

CONTRACTOR/ OWNER / ARCHITECT RELATIONS

- With respect to day to day communications and negotiations with the owner/architect, CGCinc has an excellent track record of being reasonable and easy to work with, a couple of quick reference calls and this can be verified. Celso Sr. has long instilled a philosophy of good relations and good communication. Open communication, RFI's and project meetings are all venues for the base of this philosophy. Problem solving is a key asset that CGCinc brings to the architect.

RFI's (Request for Information)

- It is a standard practice for CGCinc to submit RFI's with not only questions to a particular issue but also a recommendation to the solution. In this manner the architect or engineer can quick evaluate the situation and provide a prompt respond with an answer. The faster an issue gets resolved the happier the owner will be.

Project/Progress/Construction Meetings

- CGCinc normally sets the agenda for all progress/construction meetings. We believe that it is essential that project meetings are not dictated by pre-set venues but by addressing pertinent topics related to the completion of the project. We use project meetings to make sure that all parties are all on the same understanding and that all unresolved items are understood.

Submittals

- CGCinc is well versed in the submittal process. We keep logs off all submittals and review the status of the submittals at each progress meetings. We make a point of reviewing the required submittals at the pre-construction meetings.

Closing Documents

- Affidavits of bills paid, warranty items and as-builds are the main components of the closing documents but we adhere to the specifications and include all items pertinent to the project. We document all closing documents in PDF format and deliver to the owner.

Change Orders

- We believe on avoiding change orders in order to expedite the project completion. Many contractors believe that change orders is where the money is made. CGCinc believes that change order's is where we, the contractor, make us stand apart. We believe that change orders are for issues that are clearly not on the plans or for which the owner chooses independently to make additions or deletions to the contract. We like to address small changes, with the owner/architects approval, on pluses (+) and minuses (-) list and reviewed periodically. This expedites the projects and work proceeds smoothly. Our change order prices are reasonable and fair.
- Our "open dialogue" philosophy – Too many times we have encountered the "I cannot answer that...send in an RFI request!" when in fact five minutes and a simple answer over the phone will address the issue with a much quicker result. A chain of command is eminent in this business but it will also bog down an answer behind a long list of tasks and paperwork. Horror stories of over 200 RFI's are common and in the end the contractor wins because of something he requested 4 months earlier and someone forgot to respond to. Our philosophy, let's talk and let's resolve quickly. In the end, it is the final punch list and the retainage that will dictate the owner's willingness to accept the work.

Warranty

- CGCinc is diligent on completing its warranty issues. We issue a warranty agreement to the owner on every job outlining all warranted items with dates clearly highlighting any expiration dates.

Project Time Line

- CGCinc submits a construction schedule at the pre-construction meeting and periodically coordinates with the owner's representative at the regularly scheduled meetings to make sure that all vested parties are aware of the work progress, critical path items and delivery schedules. CGCinc provides its own construction meeting agenda.

Accounts Payable

- CGCinc has an excellent track record of paying all of its subcontractors and suppliers. Feel free to check our company's credit history for verification. Our Dunn and Bradstreet number is #066418146.

ENTITY EXPERIENCE

School

CGCinc, to date, has secured several school projects (five with school districts and two with colleges) and has been actively bidding on many others. Although the projects have been small, we have learned to articulate the districts rigorous standards. It is our goal to continue providing competitive bids to schools in order to reach our ultimate goal of building schools and school related projects.

Mission CISD Veterans HS –
Women's Batting Cages

McAllen ISD
Elementary Pavilions

La Joya ISD
Palmview HS Ag Barn

Mission CISD Child Nutrition
Program – Kitchen Addition

McAllen ISD Transportation
Building Addition

South Texas College -
Infrastructure for Portable
Bldg.

Municipal

Unlike our local school districts, local municipalities have a much more difficult task of meeting their Capital Improvement needs because of fund constraints. With limited resources of where to draw funds from (for their long list of improvements), they have to both improvise and be selective of the projects that they undertake as priorities. We, at CGCinc, understand this and that is why we strongly believe in an "open dialogue" philosophy between us, the owner and the architect. It is our goal to address any disputes as quickly as possible. The sooner we finish the happier everyone will be.

City of McAllen

City of Mission

City of Edinburg

City of Penitas

City of Alamo

Religious

Throughout the years CGCinc has performed a variety of construction projects for the Catholic Dioceses of Brownsville. Outlined below is a list of past projects;

Our Lady of Holy Rosary
Church
Mission, Texas

St. Theresa of the Infant
Jesus Church
Edcouch, Texas

Our Lady of Guadalupe
Church
Sullivan City, Texas

Duplex for the Priest
Retirement Community
San Juan, Texas

Sacred Heart CCD
Classrooms' and Parish Hall
Escobares, Texas

Prince of Peace Parish Hall &
Office
Lyford, Texas

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RELEVANT FACTORS

We can provide payment and performance bonds for up to \$4,000,000.

We carry workman's compensation and commercial general liability of limits at \$1,000,000/\$2,000,000. We also carry an additional \$2,000,000 general liability umbrella. Insurance added depending on contract.

The company was incorporated in the State of Texas in August 1989.

Warranty issues have all been adhered to in past jobs and CGCinc has an excellent record of follow-up calls on all warranty items.

To date CGCinc has no record of any negative project related safety issues.

No outstanding claims or have had any liens filed on our jobs

CGCinc nor any of its officers or directors have ever filed for bankruptcy.

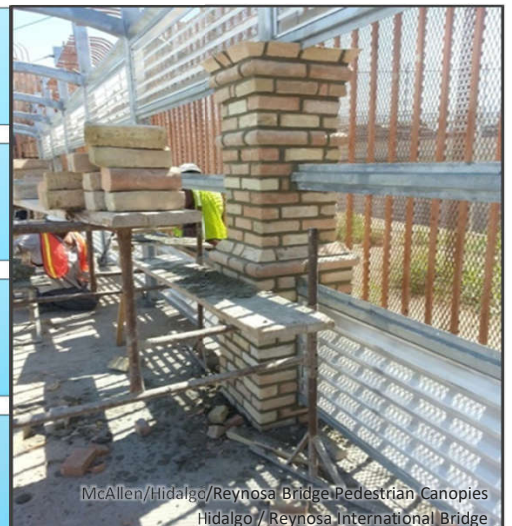
CGCinc has an excellent record of meeting deadlines, closing out projects and paying subcontractor and vendors on time.

CGCinc has never been involved in any arbitration

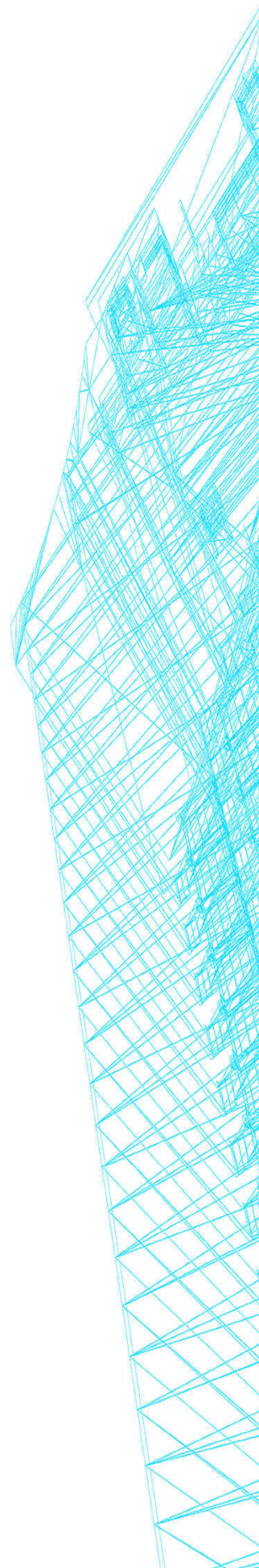
Dunn & Bradstreet #066418146

Certificate of Good Standing available upon request.

Financial Statement available upon request.



McAllen/Hidalgo/Reynosa Bridge Pedestrian Canopies
Hidalgo/ Reynosa International Bridge



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4) REFERENCES

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

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REFERENCES

Higher Education

- South Texas College, McAllen
Rick De La Garza – 956.872.3737
- Texas A&M Engineering and Research Center
Jimmy Dunn – 979.458.2184

K-12

- McAllen Independent School District
Ruben Trevino – 956.632.3200
- Mission Consolidated School District
Ricardo Rivera – 956.580.5893
- La Joya Independent School District
Daniel Garza – 956.323.2125

Municipalities

- City of McAllen
Zef Mendoza – 956.681.1180
- City of Mission
Martin Garza – 956.580.8780
- City of Edinburg
- City of Penitas

Government/Public

- United States Department of Agriculture
Martha Garza – 956. 205.7604
- Texas Parks and Wildlife

Religious Institution

- Catholic Diocese of Brownsville
Javier Solis – 956.781.5560
Rey Rivera – 956.781.5560
- Our Lady of Holy Rosary
Father Oliver Angel – 956.364.9920

Private Commercial

- Santana Textile, Edinburg, Texas
Claudio Jose Motta – 956.232.7422
- North American Butterfly Association
Marianna Wright – 956.648.7117
- Point Blank Indoor Shooting Range and Sporting Goods
- Golazo, LLC
Sebastian Sobczak – 650.996.6339
- Sylvan Learning Center

PROFESSIONAL REFERENCES

Architects

- David Negrete A.I.A. – Negrete & Kolar Architects – 512.474.6526
- Eduardo Alcocer A.I.A. – Alcocer Garcia Architects – 956.618.2007
- Rudy Molina A.I.A. – Milnet Architectural Services – 956.688.5656
- Eli Ochoa, A.I.A. – ERO Architects – 956.661.0400
- David Iglesias – PBK Architects – 956.687.1330

Structural Engineers

- Miguel Chanin, P.E. – Chanin Engineering – 956.687.9421
- Simon Solorio, P.E. – Solorio and Associates – 956.631.1500
- Oscar Lopez, P.E. – Lopez Engineering Group – 956.630.9880

MEP Engineers

- Trey Murray, P.E. – Half Associates
- Leo Munoz, P.E. – Trinity Engineering – 956.973.0500
- Luis Javier Pena, P.E. – MEP Solutions

Civil Engineers

- Mario Reyna, P.E. – Melden and Hunt, Inc. – 956.381.0981
- Ruben Chapa, P.E. – Melden & Hunt Engineering, Inc. – 956.279.3461
- Javier Hinojosa, P.E. – Javier Hinojosa Engineering 956.668.1588

Geotech Engineers

- Isidoro Arjona, P.E. – Raba Kistner – 956.682.5332

Insurance

- Fred Thetford – Contract Bond Agency – Bonding Agent 817.731.2568
- Greg Klement – The Klement Agency – Professional Liability Insurance
- Pierre Newkirk – Multiline Insurance Agency – 956.778.6395
- Raymond Longoria – Longoria Insurance Agency

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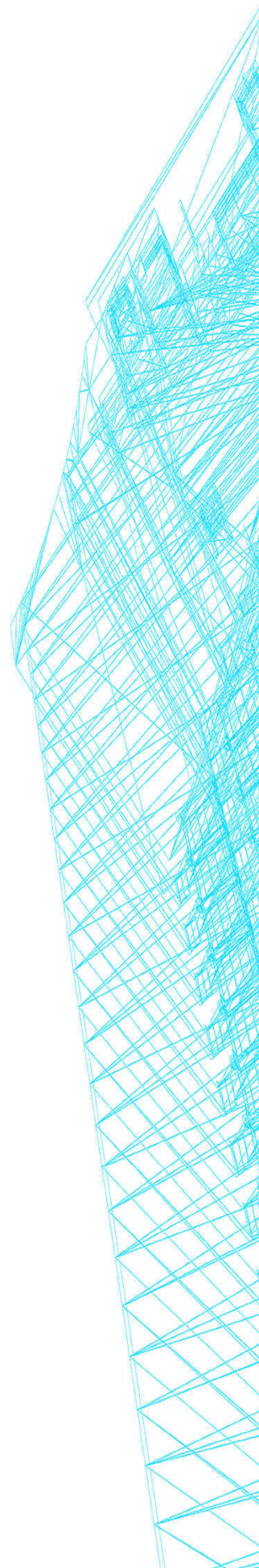
VENDOR REFERENCES

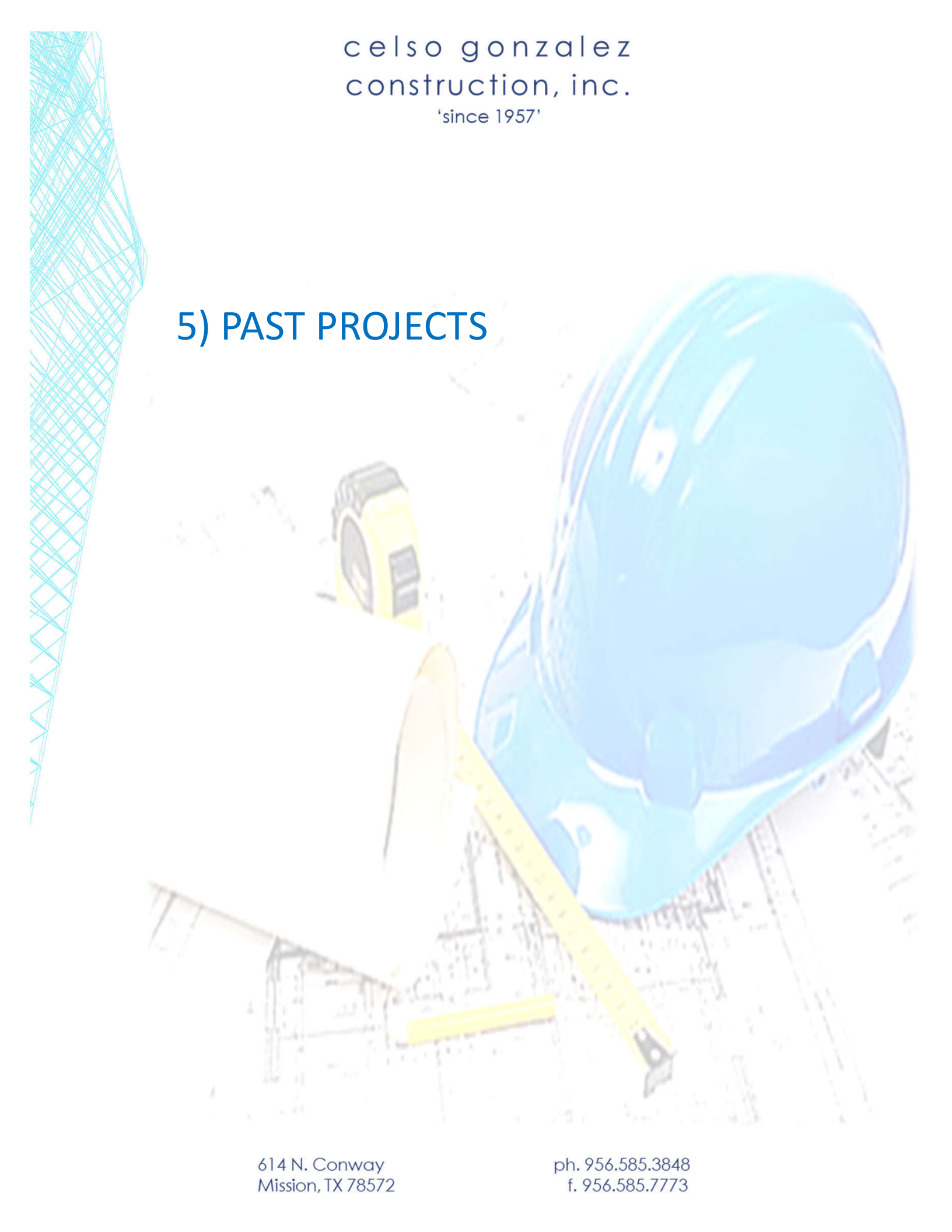
Gene Espinosa	Rio Grande Steel 956.702.4434
Moises Hernandez	Komplex Electric, Inc. 956.227.8436
Javier Ramos	TADCO Roofing 956.961.4736
Javier Cardenas	J&N Welding and Fabrication 956.321.1765
Lee Corpus	Central Ready Mix 956.607.7720
Ryan Richardson	Rigid Global Buildings 713.550.5859
Noe Hernandez	McCoy's Building Supplies 956.580.2550
Jorge Salinas	Salinas Plumbing 956.330.8525
Tom Koepke	Koepke, Inc. 956.585.2286
Robert Ramirez	RGV Fabricators and Specialty Welding 956.279.3203



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Mission, TX 78572

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5) PAST PROJECTS

614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

La Villa High School Agriculture Barn

Owner: La Villa ISD
La Villa, Texas 78562
Architect: ROFA Architects
McAllen, Texas 78501
Completed: April 2020

Scope of Work:

- Demolition of existing agriculture barn
- Construction of 10,650 sf new agriculture barn
- Barn was pre-engineered metal building with split face block
- 16 overhead doors installed to allow barn to be open air and 16 galvanized screen doors to prevent birds from entering barn
- Hog and Steer wash stations installed with tie downs
- Hose reels installed over animal pens for easy access to clean



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PROJECT TYPE: (K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

PSJA North Early College Courtyard Drainage Improvements

Owner: Pharr – San Juan – Alamo ISD
Pharr, Texas 78577
Architect: Heffner Design Team
McAllen, Texas 78501
Completed: December 2019

Scope of Work:

- The drainage improvements encompassed approximately 2.5 acres that consisted of the demolition of existing flatwork at the main central courtyard of the campus. New construction included storm drainage system, new irrigation, new landscaping and some lighting.
- Cast stone benches, monument planter, and circular planters were installed throughout project
- Brick pavers were installed in part of the courtyard above sand bed and concrete



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Mission, TX 78572

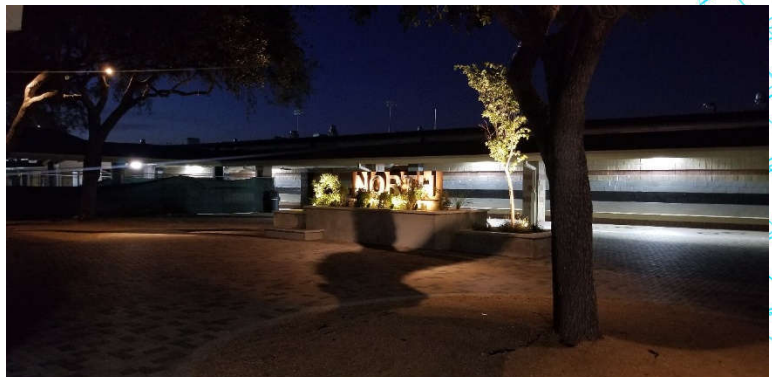
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Additional Scope of Work:

- Scored concrete was installed to mimic a brick layout. These walkways were added with landscaping on either side to allow students to enjoy their walks to and from the buildings.
- Landscaping installed included rain gardens to collect water during rains, plants that were native to Texas to minimize watering, and decomposed granite.
- Stone patios with cell phone charging stations, a Corten steel clock tower, a hanging garden landmark sign, rain gardens, ephemeral streams, umbrella shades, tree groves, meadows, and pollinator gardens were added.
- Installed landscape lighting added more soft lighting to the courtyard and expanded the use of outdoor spaces at night.



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS



**IDEA North Mission
Weight Room Addition**

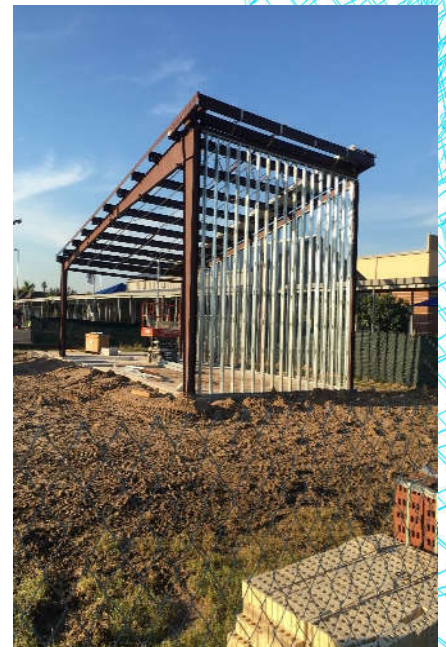
Owner: IDEA Public Schools
IDEA North Mission
Mission, Texas 78572

Architect: arkiiform
McAllen, Texas 78501

Completed: February 2020

Scope of Work:

- 1,100 sf pre-engineered metal building.
- 900 sf weight room with lighting and fire alarm installed.
- Canopy and flatwork installed integrate the new building with existing.



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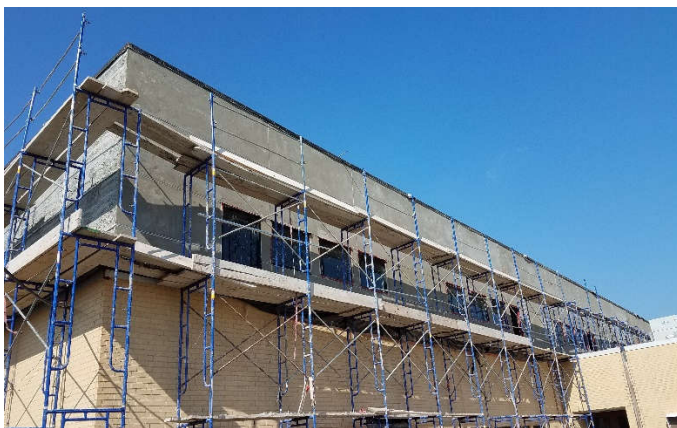
PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

**Guillermo Flores Elementary
Windows Replacement**

Owner: La Joya Independent
School District
La Joya, Texas 78560
Architect: Milnet Architectural Services
McAllen, Texas 78501
Completed: August 2017

Scope of Work:

- This contract consisted of the renovation of stucco and window replacement for the entire 2nd floor of Guillermo Flores Elementary in Mission, TX.
- Stucco matched existing
- Interior – gypsum board was replaced, taped, floated, and painted to match existing.
- New double pane windows were installed, existing was single pane



614 N. Conway
Mission, TX 78572

ph. 956.585.3848
f. 956.585.7773

celso gonzalez
construction, inc.
'since 1957'

PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS



McAllen ISD Transportation Addition

4309 Warrior Drive
McAllen, Texas 78501

Owner: McAllen ISD
McAllen, Texas 78501
Architect: Negrete & Kolar Architects
Edinburg, Texas
Completed: March 2016

Scope of Work:

- 1,485 sf break room addition and clock in station.
- Exterior is stucco.
- Interior is painter CMU.



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

Ben Milam Pavilion

Owner: McAllen Independent
School District
McAllen, Texas 78501
Engineer: Chanin Engineering
McAllen, Texas 78501
Completed: March 2017

Scope of Work:

- This contract consisted of the construction of a new pavilion in Ben Milam elementary school.
- 6000 sf Pre-engineered pavilions
- Associated lighting, drinking fountains, and sidewalks
- Fully prepared with basketball goals and stripping
- Handicap accessibility provided



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS



Lyford CISD Agricultural Building

12779 La Coma County Road
Lyford, Texas 78569

Owner: Lyford CISD
Lyford, Texas 78572
Architect: GMS Architects
Brownsville, Texas
Completed: March 2017

Scope of Work:

- 20,500 sf Pre-Engineered Metal Building Structure (Hot-Dipped Galvanized Components) with an area of painted exterior CMU.
- The Addition consist of Covered Pen and Show Arena Area, Classrooms, Teacher's Office, Washrooms and Feed Storage Areas.
- Building is TDI Windstorm Compliant.
- Garage



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS



**Child Nutrition Program
Kitchen Addition**

1201 W. Griffin Parkway
Mission, Texas 78572

Owner: Mission CISD
Mission, Texas 78572
Architect: PBK Architects
McAllen, Texas
Completed: September 2015

Scope of Work:

- 10,800 sf warehouse addition to existing facility
- 4400 sf freezer within the new facility
- 7 ¼" concrete tilt panel exterior walls
- 21,500 sf 5 ½" reinforced concrete driveway



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

District Wide Elementary Pavilions

Sanchez, Castaneda, Fields and Hendricks
Elementary Schools

Owner: McAllen Independent
School District
McAllen, Texas 78501
Engineer: Lopez Engineering
Group
McAllen, Texas 78501
Completed: September 2014

Scope of Work:

- This contract consisted of the construction of four new pavilions in different elementary schools.
- 4 – 6000 sf Pre-engineered pavilions
- Associated lighting and drinking fountains
- Fully prepared with basketball goals and stripping
- Handicap accessibility provided



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PROJECT TYPE:
(K-12) KINDERGARTEN THRU 12TH GRADE SCHOOLS

**La Joya ISD
Palmview High School
Ag Barn Addition**

3901 N. La Homa Road
Mission, Texas 78574

Owner: La Joya Independent
School District

La Joya, Texas 78560

Architect: ERO Architects
McAllen, Texas 78501

Completed: May 2014

Scope of Work:

- An addition to the existing facility, this new Ag Barn is to house show lambs and hogs.
- 9677.50 sf Pre-engineered Metal Barn
- Galvanized custom made hog pens
- Feed warehouse



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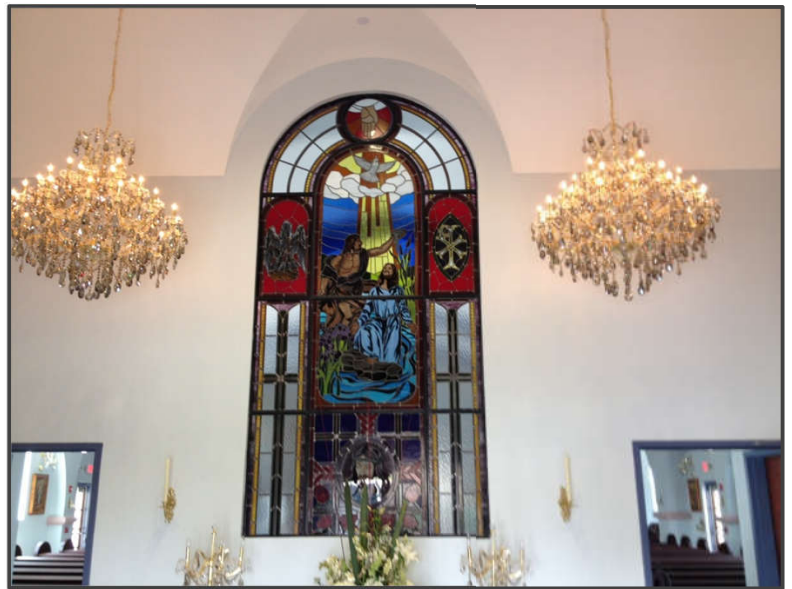
PROJECT TYPE: RELIGIOUS INSTITUTION



St. Theresa of the Infant Jesus

Edcouch, Texas

Owner: Catholic Diocese of
Brownsville
San Juan, Texas
Architect: Milnet Architectural
Services
McAllen, Texas



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'since 1957'

PROJECT TYPE: RELIGIOUS INSTITUTION

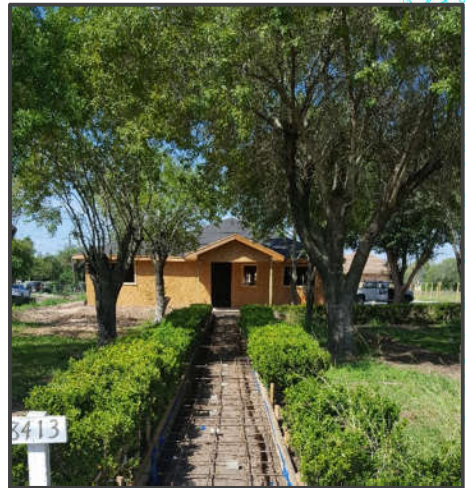
Prince of Peace Parish Hall & Office

8413 Park Avenue
Lyford, TX 78569

Owner: Catholic Diocese of Brownsville
San Juan, Texas 78589
Architect: ROFA Architects
McAllen, Texas 78501
Completed: April 2017

Scope of Work:

- 7,920 sf parish hall with accordion partition doors, coiling counter doors, and showers
- 2,360 sf office building with exterior sitework and customized cabinets
- 22,360 sf parking lot with surrounding sidewalks



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PROJECT TYPE: RELIGIOUS INSTITUTION

Our Lady of Holy Rosary

923 E. Matamoros
Mission, Texas 78572

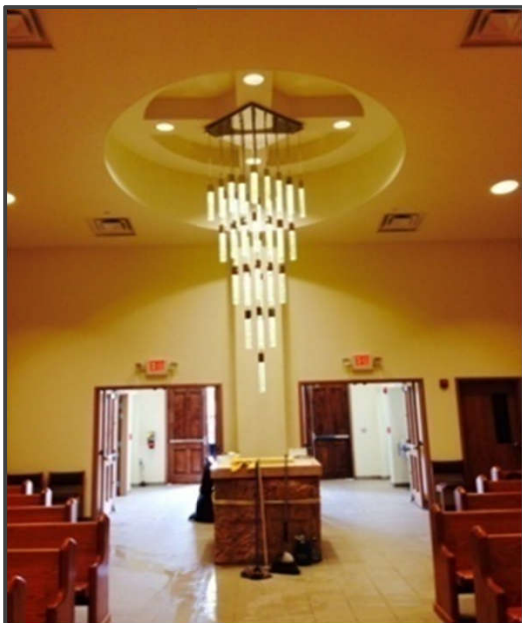
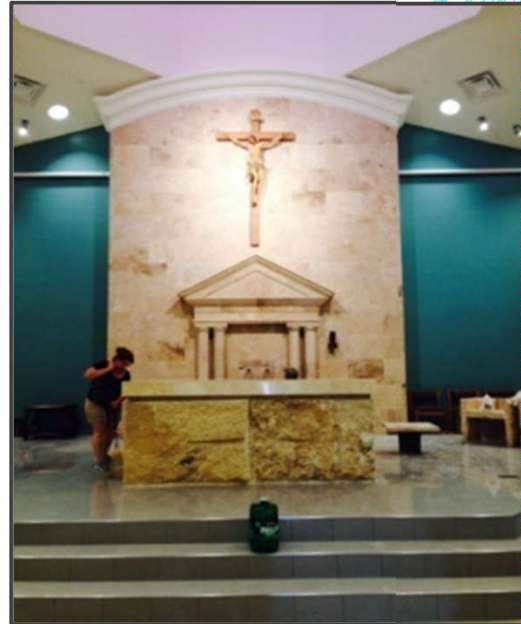
Owner: Catholic Diocese of Brownsville
San Juan, Texas 78589
Architect: Milnet Architectural Services
McAllen, Texas 78501
Completed: September 2014

Scope of Work:

46,700 sf asphalt parking lot w associated lighting
10,266 sf building (ac) with 1095 sf mezzanine for
mechanical units

Pre-engineered structure interior compression ring for
tower

Insulation concrete formed exterior walls with a 5 ½"
concrete cavity



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PROJECT TYPE: RELIGIOUS INSTITUTION

Priest Retirement Community

San Juan, Texas

Owner: Catholic Diocese of
Brownsville
San Juan, Texas
Architect: Catholic Diocese
San Juan, Texas



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PROJECT TYPE: RELIGIOUS INSTITUTION

Our Lady of Guadalupe Church

Sullivan City, Texas

Owner: Catholic Diocese of
Brownsville

San Juan, Texas

Architect: Milnet Architectural
Services
McAllen, Texas



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PROJECT TYPE: MUNICIPAL



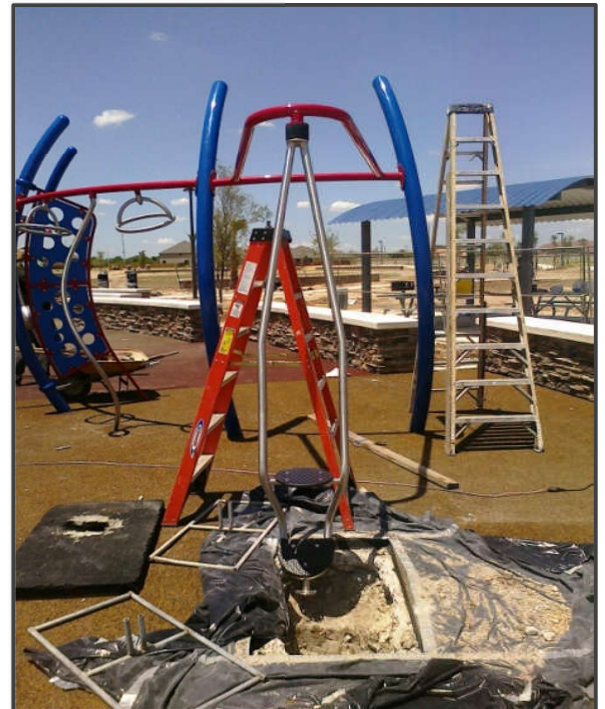
The Crossings Park

McAllen, Texas

Owner: City of McAllen
McAllen, Texas 78501
Architect: City of McAllen
Park's Department
McAllen, Texas 78501
Completed: October 2010

Scope of Work:

- New 5-acre park with restrooms and parking areas
- Playground structures
- Sidewalks, granite paths and exercise equipment
- Fully irrigated and landscaped



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PROJECT TYPE: MUNICIPAL



Edinburg CISD –
Memorial/Eisenhower
Sports Complex

Edinburg, Texas

Owner: Edinburg CISD / City of
Edinburg
Engineer: SDI Engineering
Edinburg, Texas 78542
Architect: Edinburg CISD
Edinburg, Texas 78542
Completed: December 2018

Scope of Work:

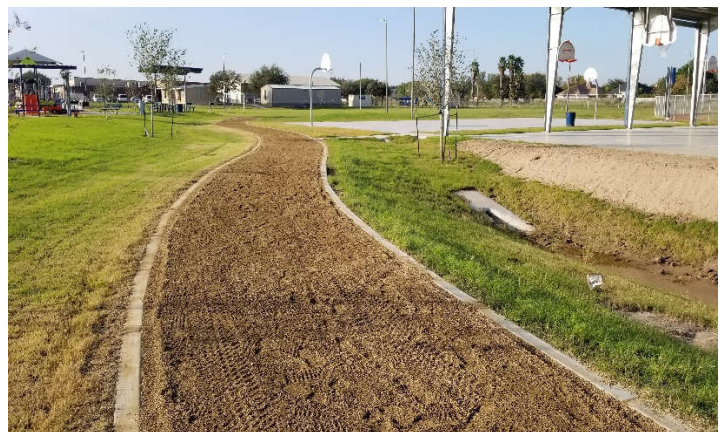
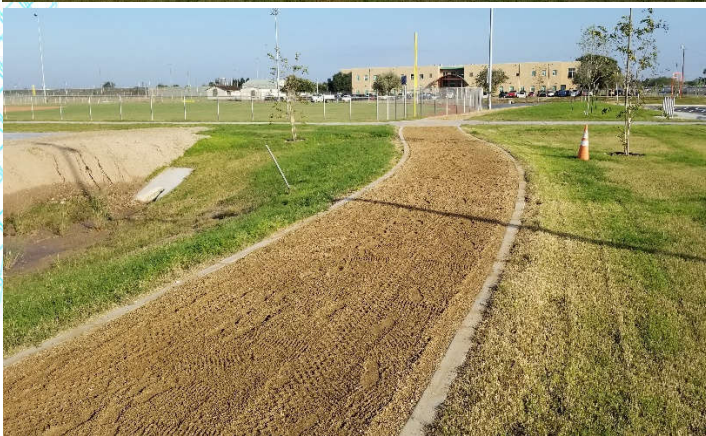
- Sports Complex is approximately 20 acres with on site stormwater detention areas to provide flood protection to community
- (1) Restroom Building with Concessions, 1470 sf
- (1) Restroom Building, 1000 sf
- 1.5 mi ADA Accessible Walking Trail with decomposed granite & exercise stations along trail
- Rubber Surface Playground with Seating, Picnic Shelters, & BBQ Pits
- Fields includes (1) Baseball Field, (2) Softball Fields, (1) Football Practice Field, (3) Soccer Fields, (2) Basketball Courts, (1) Basketball Court w/ Pavilion
- (2) Parking Lots



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PROJECT TYPE: MUNICIPAL

South Texas International
Airport – DPS Hangar

Edinburg, Texas

Owner: City of Edinburg / Texas
Department of
Transportation
Engineer: KSA Engineers
Sugarland, Texas 77478
Architect: Boultinghouse, Simpson,
Gates Architects
McAllen, Texas 78501
Completed: October 2018

Scope of Work:

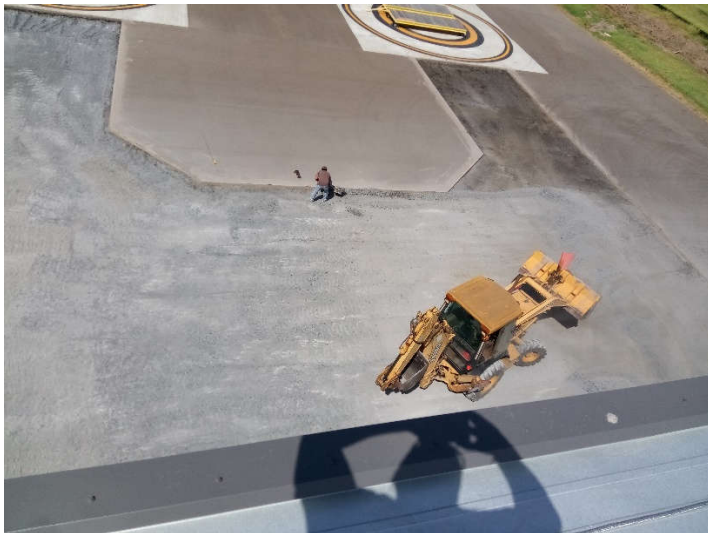
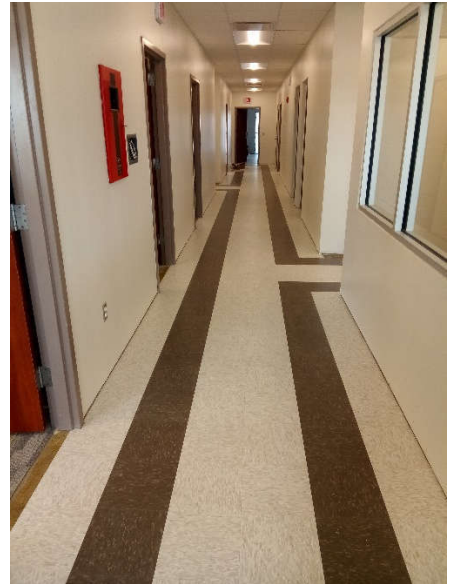
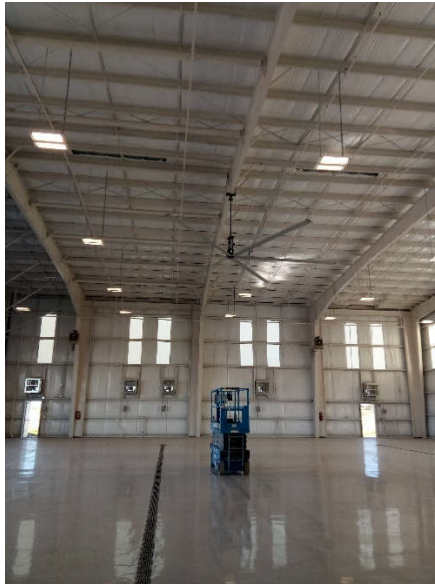
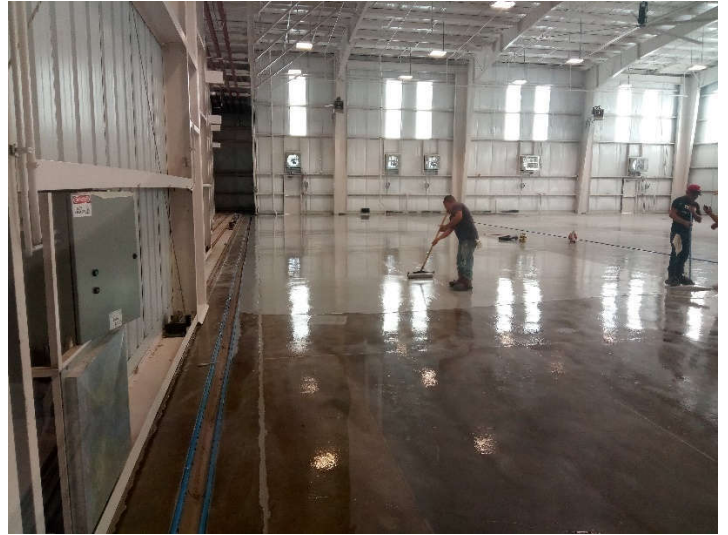
- 15,000 sf new pre-engineered metal building
- New construction of Airplane/
Helicopter Bay with lean to Offices
- Office Section included (5) offices,
conference room, men's & women's
restrooms with showers, concrete
enclosed munitions & ready room,
break room, radio equip room, and IT
room
- Parking lot and airplane concrete ramp
pavement
- Septic Tank & Drain Fields
- Emergency Generator



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PROJECT TYPE: MUNICIPAL

Tres Lagos Park

McAllen, Texas

Owner: Tres Lagos Public
Improvement District
McAllen, Texas 78501
Architect: Heffner Design
McAllen, Texas 78501
Completed: November 2017



Scope of Work:

- Three parks with restrooms, parking areas, picnic shelters, & playground structures
- Sports Park includes basketball courts, tennis courts, soccer field, sand volleyball court
- Island Park includes amphitheater and rental pavilion
- South park includes small and large dog parks
- Sidewalks and exercise equipment
- Fully irrigated and landscaped



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PROJECT TYPE: MUNICIPAL

McAllen/Hidalgo/Reynosa Bridge
Pedestrian Canopies

Hidalgo / Reynosa International Bridge
Hidalgo, Texas

Owner: City of McAllen
McAllen, Texas 78501
Architect: City of McAllen
Engineering Dept
McAllen, Texas 78501
Completed: May 2013

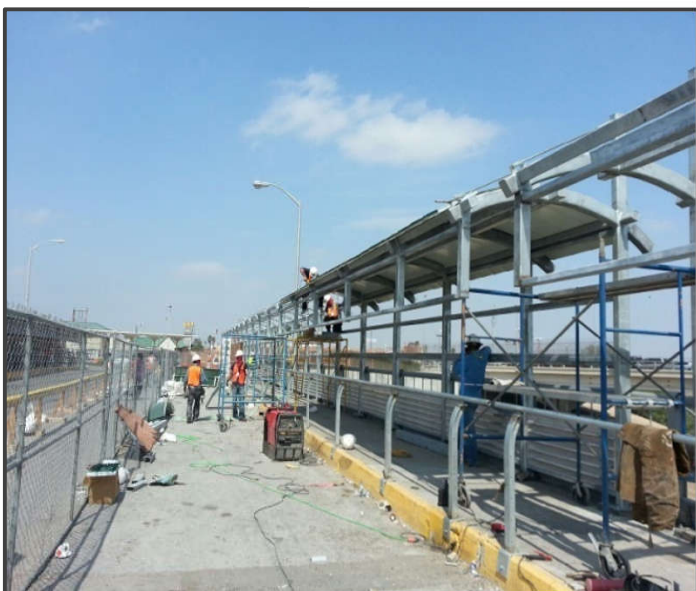
Scope of Work:

Pedestrian canopies on the International Bridge to
provide shade and protection from the rain.

34 drilled piers and 34 concrete embedded bases

625 lf of custom fabricated steel canopies

Aluminum louvers and expanded metal



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PROJECT TYPE: MUNICIPAL

South Inspiration Road Park

Mission, Texas

Owner: City of Mission
Mission, Texas
Architect: City of Mission
Mission, Texas



**Veterans Park Improvements
Urban County Project**

Penitas, Texas

Owner: City of Penitas
Penitas, Texas
Architect: Alcocer Garcia Architects
McAllen, Texas



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PROJECT TYPE: MUNICIPAL

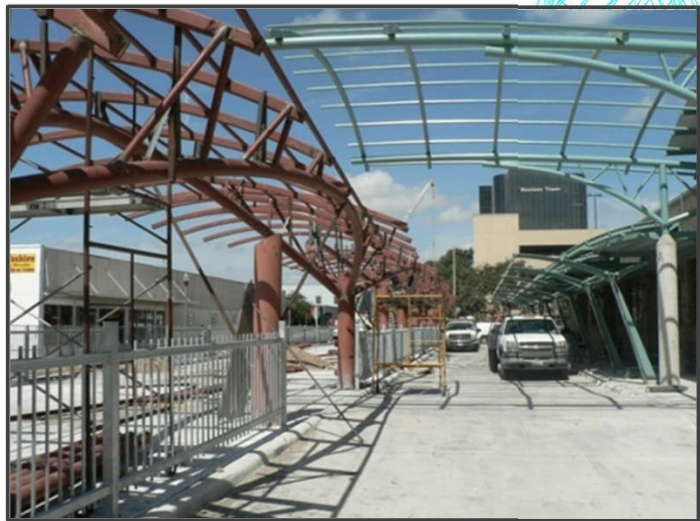
**McAllen Intermodal
Transit Terminal**

100 South 15th Street
McAllen, Texas 78501

Owner: City of McAllen
McAllen, Texas
Architect: Negrete & Kolar
Architects
Edinburg, Texas
Completed: February 2010

Scope of Work:

- Demolition of existing bus loading terminal
- Reconstruction of one block Austin Street
- Constructed steel awnings for both pedestrian and buses
- Constructed two new vestibules into bus terminal



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PROJECT TYPE: MUNICIPAL



McAllen Fire Sub-Station #7

8209 N. Bentsen Road
McAllen, Texas 78504

Owner: City of McAllen
Architect: Milnet Architectural Services
McAllen, Texas
Completed: March 2009

Scope of Work:

- 8,600 square foot
- Includes a full-sized kitchen, day room, dispatch area, sleeping quarters for six firefighters, and a bay spacious enough to house four firefighting vehicles



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PROJECT TYPE: PRIVATE COMMERCIAL



Golazo Indoor Soccer Complex

5704 North Gumwood Drive
Pharr, Texas 78577

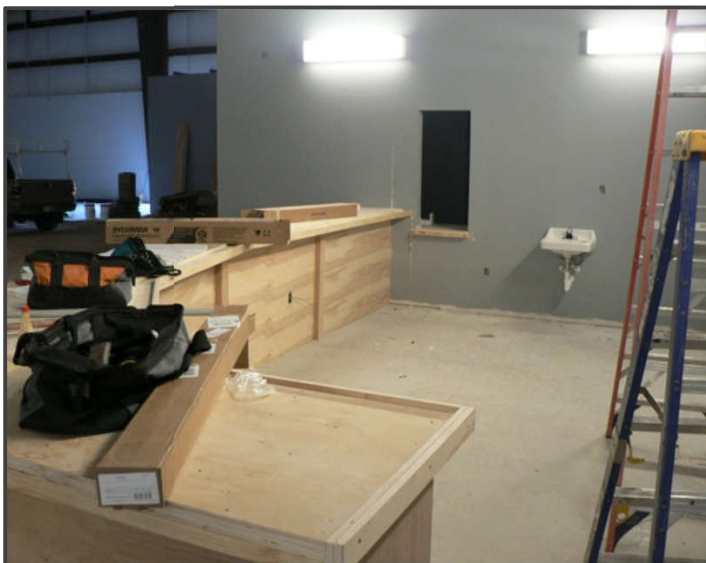
Owner: Golazo, LP
Edinburg, Texas 78539

Architect: Negrete and Kolar
Architects
Pharr, Texas

Completed: February 2011

Scope of Work:

- New 30,000 sf indoor soccer facility
- Drilled piers
- Pre-engineered metal building
- Artificial turf and 45,000 sf parking area



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PROJECT TYPE: PRIVATE COMMERCIAL

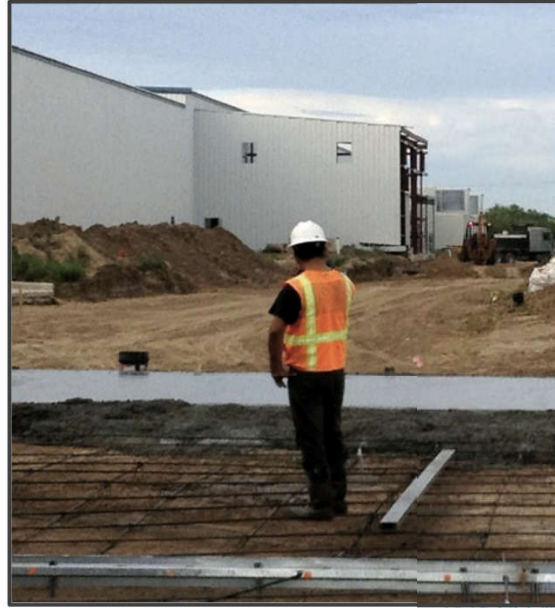
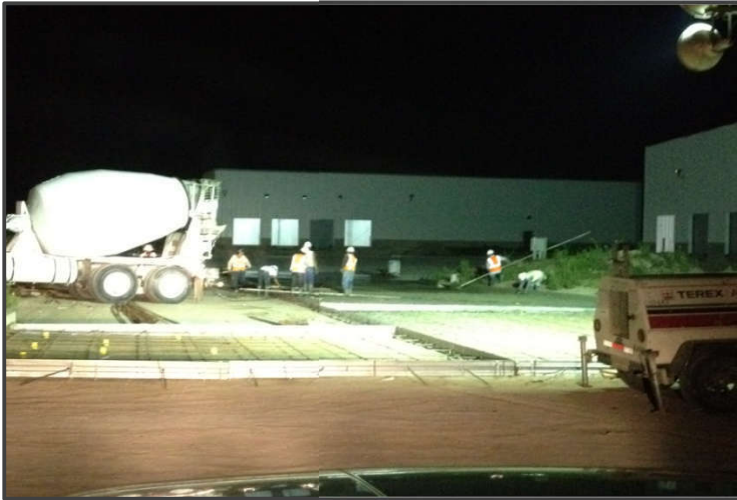
Paving Improvements – Santana Textile

Edinburg, Texas

Owner: Santana Textile, LLC

Edinburg, Texas

Engineer: Jose Guerrero, A.I.A.
McAllen, Texas



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PROJECT TYPE: PRIVATE COMMERCIAL

Point Blank Sporting Goods and Indoor Shooting Range

Pharr, Texas

Owner: Felipe Cavazos

McAllen, Texas

Engineer: Trinity Engineering
Weslaco, Texas



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PROJECT TYPE: GOVERNMENT

**USDA Moorefield Boiler Room Renovations
Mexican Fruit Fly Facility**

North Mission, Texas

Owner: U.S.D.A.

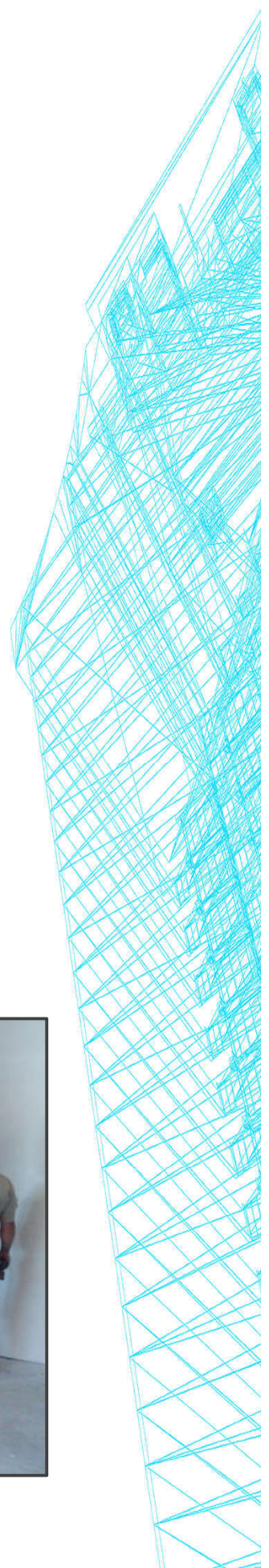
North Mission, Texas

Architect: CTA Architects
Boise, Idaho



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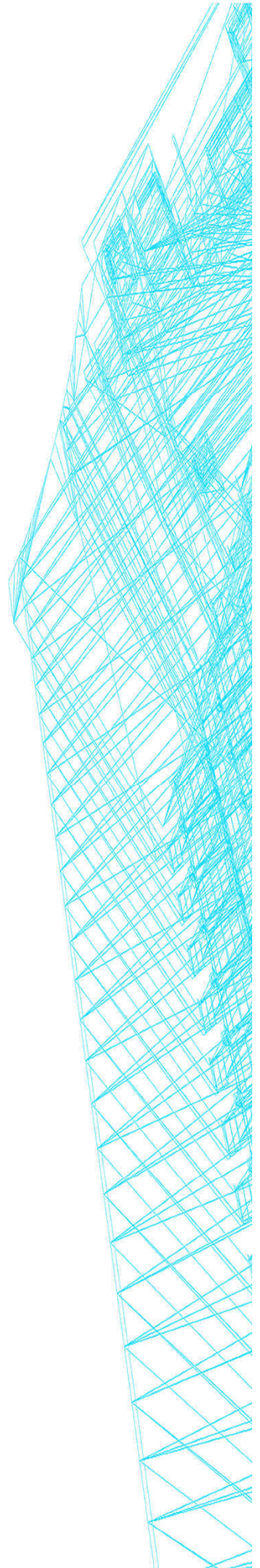
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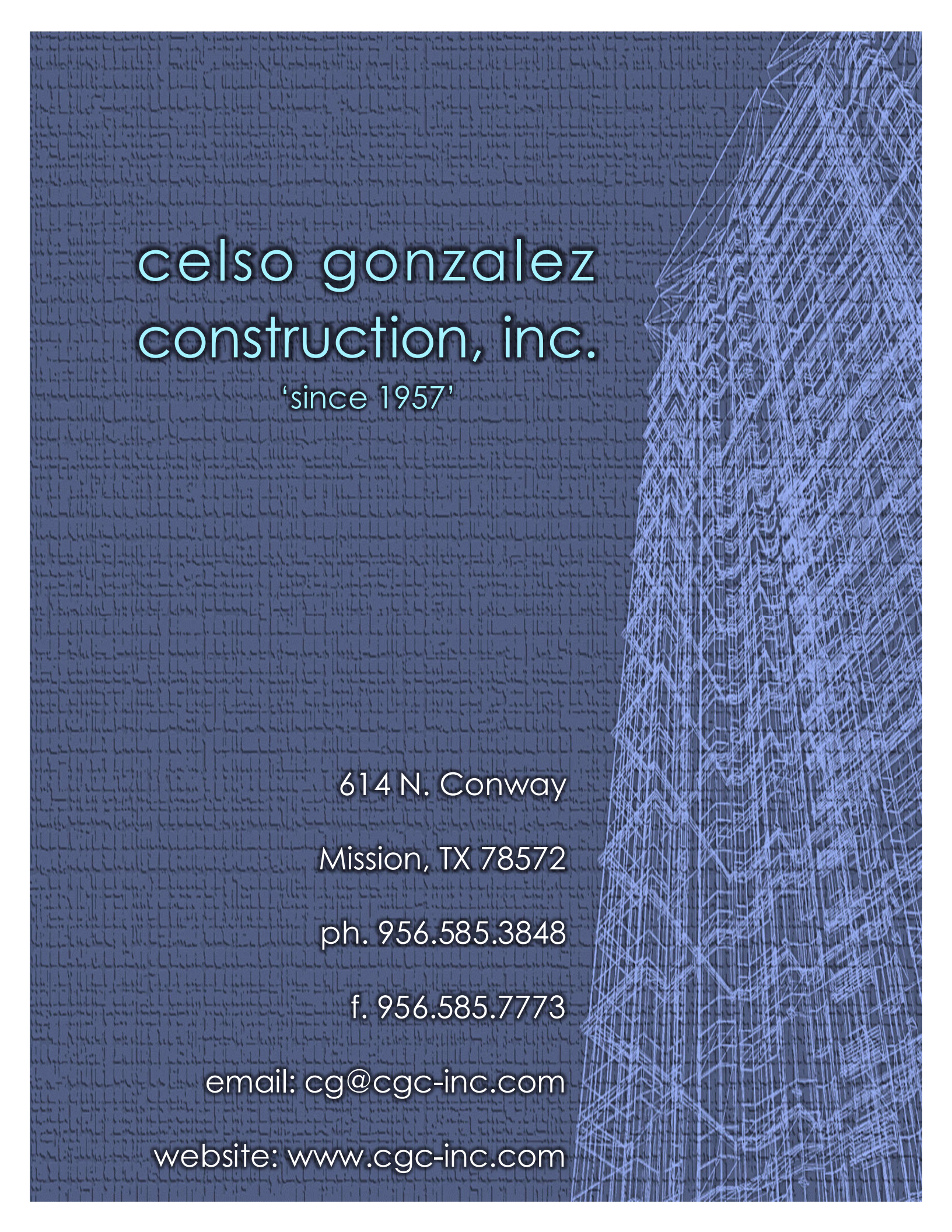


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f. 956.585.7773

email: cg@cgc-inc.com

website: www.cgc-inc.com



18.51 Weslaco North Side Park

FRIDAY, NOVEMBER 13, 2020 - 3:00 PM
C.S.T.



GENERAL CONTRACTOR		Celso Gonazlez Construction	NM Contracting	Tri-Gen	Scoggins	Peacock Gen. Contractors	E-Con Group	Gerlach Builders
Bid Bond		√	√	√	√	√	√	√
<u>BASE BID</u>		\$1,725,000	\$1,750,000	\$1,759,000	\$1,765,000	\$1,795,000	\$1,800,000	\$1,848,000
<u>CALENDAR DAYS</u> to complete BASE BID		210	210	180	300	180	270	120
	Working days per week	5	5-6	5	5	5	5	5-6
* Notes provided by Bidder								
Addenda								
1		√	√	√	√	√	√	√
2		√	√	√	√	√	√	√
3		√	√	√	√	√	√	√
4		√	√	√	√	√	√	√
5		√	√	√	√	√	√	√

GENERAL CONTRACTOR		K-W Construction	Holchemont	Greco Construction				
Bid Bond		√	√	√				
<u>BASE BID</u>		\$1,995,000	\$2,186,000	\$2,297,000				
<u>CALENDAR DAYS</u> to complete BASE BID		90	210	210				
	Working days per week	5	5	7				
<i>* Notes provided by Bidder</i>				GC revised its base bid from \$2,347,000 to the above and noted "value engineering on lighting package"				
Addenda								
1		√	√	√				
2		√	√	√				
3		√	√	√				
4		√	√	√				
5		√	√	√				

November 24, 2020

Mr. Andrew Muñoz
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

RE: 18.51 Weslaco North Side Sports Complex – Weslaco, TX RE-BID

Mr. Muñoz:

At your request, Gignac I Architects is providing this letter as a recommendation for the Weslaco North Side Sports Complex RE-BID project.

Ten competitive sealed proposals were submitted on Friday, November 13, 2020 at 3:00 p.m. at the City of Weslaco.

The individual general contractors submitted a REBID base bid proposal along with their calendar days to complete the project.

Gignac I Architects staff has reviewed the submissions (bid tab attached) and established that Celso Gonzalez Construction is the best value offer for this project and recommend them for the next step in the construction procurement phase.

Should you have any questions, please do not hesitate to contact us.

Thank You

A handwritten signature in black ink, appearing to read 'JM' or similar, with a large loop on the left side.

Juan Mujica, Jr.
Gignac I Architects



18.51 Weslaco North Side Park

FRIDAY, NOVEMBER 13, 2020 - 3:00 PM
C.S.T.

GIGNAC
ARCHITECTS
ARCHITECTURE | CONSTRUCTION MANAGEMENT

GENERAL CONTRACTOR		Celso Gonazlez Construction	NM Contracting	Tri-Gen	Scoggins	Peacock Gen. Contractors	E-Con Group	Gerlach Builders
Bid Bond		✓	✓	✓	✓	✓	✓	✓
<u>BASE BID</u>		\$1,725,000	\$1,750,000	\$1,759,000	\$1,765,000	\$1,795,000	\$1,800,000	\$1,848,000
<u>CALENDAR DAYS</u> to complete BASE BID		210	210	180	300	180	270	120
	Working days per week	5	5-6	5	5	5	5	5-6
* Notes provided by Bidder								
Addenda								
1		✓	✓	✓	✓	✓	✓	✓
2		✓	✓	✓	✓	✓	✓	✓
3		✓	✓	✓	✓	✓	✓	✓
4		✓	✓	✓	✓	✓	✓	✓
5		✓	✓	✓	✓	✓	✓	✓

GENERAL CONTRACTOR		K-W Construction	Holchemont	Greco Construction				
Bid Bond		√	√	√				
<u>BASE BID</u>		\$1,995,000	\$2,186,000	\$2,297,000				
<u>CALENDAR DAYS</u> to complete BASE BID		90	210	210				
	Working days per week	5	5	7				
<i>* Notes provided by Bidder</i>				GC revised its base bid from \$2,347,000 to the above and noted "value engineering on lighting package"				
Addenda								
1		√	√	√				
2		√	√	√				
3		√	√	√				
4		√	√	√				
5		√	√	√				



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3761	
From:			
Subject: Discussion and consideration to accept or deny the single bid for grant management relating to Texas General Land Office (GLO) Request for Proposal No. 2019-20-25 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: Staff recommended soliciting for grant management services for a General Land Office (GLO) grant application. If funded, the selected vendor would handle all grant management and grant reporting on behalf of the City. The rationale is that funds awarded are Community Development Block Grant (CDBG) funds which can be cumbersome to manage. Based on reviewing the single proposal received, staff is recommending rejecting the sole proposal and allowing Finance staff to provide grant management services. Attached is a memorandum from the Finance Director stating staff is capable of handling these services in-house.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends rejecting the sole proposal.			
Attachments, if any: Memo TxGLO Proposal 2019-20-25, IEM Jeremy Rice - City of Weslaco_CDBG-MIT_Original			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

Date: December 01, 2020

To: Andrew Munoz, Assistant City Manager

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Grant Management Services

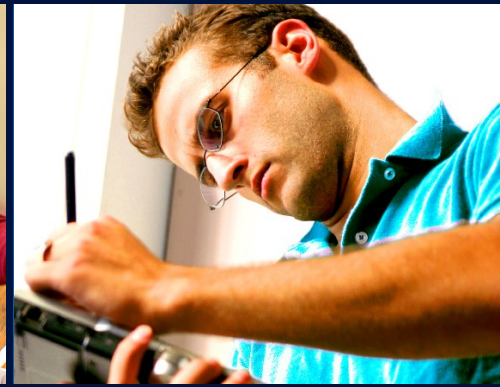
Sir, as to the sole bid for the grant management of the grant that relates to the Texas General Land Office reviewed last Thursday, November 19th I recommend we reject the bid.

I am confident that we can administer the program in-house and re-channel most of the funds back to its intended purpose of drainage infrastructure.

RFP No. 2019-20-25 | SEPTEMBER 10, 2020

A Proposal for the CITY OF WESTLACO, TEXAS

GRANT APPLICATION AND ADMINISTRATIVE SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT)



POINT OF CONTACT:
Ryan Ausman
Manager of Contract Administration
PHONE (919) 237-7464 | FAX (919) 237-7468
contracts@iem.com

ADDRESS:
Innovative Emergency
Management, Inc. (IEM)
2801 Slater Road, Suite 200
Morrisville, NC 27560

WEBSITE:
<https://iem.com/>

EXPERIENCE

IEM brings extensive experience across all task areas described in the RFP. We are an industry leader in CDBG-DR and Mitigation and bring exceptional grants management qualifications. Our expertise is bolstered by a strong subcontractor team.

The City of Weslaco, a low-lying jurisdiction in the Rio Grande's Hidalgo County, is prone to significant flooding often resulting in devastating injuries and loss of life, as well as costly property damage. Since 2015 alone, Hidalgo County has received six federal disaster declarations (emergency or major) related to hurricanes, severe storms, flooding, tornadoes, and straight-line winds. Many would be inclined to say the area has experienced more than its share of damage.

While IEM recognizes the City of Weslaco is developing its Hazard Mitigation Plan, the Hidalgo County 2016 Hazard Mitigation Action Plan states the entire jurisdiction's most pressing hazards are severe thunderstorms, winds, hurricanes and tropical storms. The City of Weslaco's leadership, with the Innovative Emergency Management (IEM) team's assistance, will identify holistic, cost-effective mitigation strategies which protect life and property, and which minimizes future costs of disaster response and recovery. In addition, the City will be able to improve the health and quality of life for its residents and create a new standard for communities across America.

IEM is prepared to assist the City in developing and implementing its own flooding strategies. We recognize that recovery from past flooding events and mitigation for future flooding are so critically important, and that is why we commit our mission of building a "Safe, Secure, Resilient World" to the City to accomplish the administrative services of the Hurricane Harvey CDBG-MIT programs with urgency, understanding that time is of the essence, while never compromising program quality. As the City determines its most pressing hazards, examples of possible mitigation actions to combat flooding are contained in the County's approved 2016 Hazard Mitigation Action Plan (HMP):

- Utilize Federal flood prevention programs to ensure reduced vulnerability to flooding.
- Enhance water drainage systems to provide the capacity for floodwaters.
- Ensure access to effective equipment for flood rescue.
- Mitigate against flooding by developing comprehensive plans.

The Texas-GLO Action Plan outlined in its Mitigation Needs Assessment section, severe coastal/riverine flooding, storms (hurricanes, tropical storms, and depressions storms), and tornadoes are among the top risks to which Texas has the greatest exposure. The Action Plan further states each proposed project must mitigate against one of these identified risks.

IEM is prepared to work collaboratively with the City of Weslaco to perform a thoughtful analysis and implementation of projects which meet both the City's HMP goals while satisfying the Texas Action Plan's requirement of mitigating against one of the stated risks.

The City has an opportunity to develop multiple projects to benefit its communities through the Hurricane Harvey CDBG-MIT program. The Hurricane Harvey program allows the City to submit three individual applications, plus three additional projects in partnership with other entities or governments. Though the TX-GLO has established a \$100M cap for each project within this program, the total funding available to any successful government applicant is potentially \$600M.

To leverage the funds from the new CDBG-MIT grant program, the City of Weslaco will require a partner who understands both the detailed rules and regulations that come with HUD and CDBG-funded grants, as well as the technical requirements and advantages of hazard mitigation. The best-fit contractor will combine this experience with grants management expertise at both the state and local level. IEM is just such a partner. We are an industry leader in both CDBG-DR and Hazard Mitigation, and we have provided grants management, administration, and monitoring for state-level clients and subrecipients. We are prepared to work collaboratively with the City to perform a thoughtful analysis, development, and implementation of projects to meet the City's developing Hazard Mitigation Plan goals, while satisfying the Texas Action Plan's requirement of mitigating against one of the stated risks.

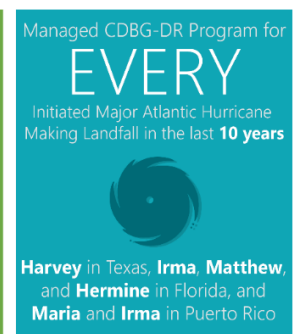
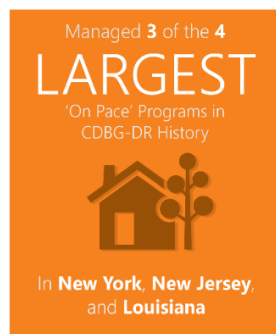
In addition, the City needs a partner with experience implementing disaster recovery programs to address the impacts of flooding, and IEM is that partner. For example, flooding had long been a recurring problem for the Upper Hudson, Mohawk, and Oswego River basin communities in Upstate New York. While supporting the state, IEM developed an application to develop an \$8.5 million enhanced flood warning and optimization system for three independent watersheds that collectively encompassed 27 Upstate New York counties associated with the New York State Canal System. This Flood Gage project

included installation of 22 stream gages, 84 stage gages, and gages on three river basins which covered 13,180 square miles of basin drainage area. With risk for regulatory and program compliance (especially environmental and expedited period of performance), IEM provided expert grant management from implementation to project closeout and ensuring no clawback of funds occurred due to non-compliance. Inclusion of multiple watersheds that fed into each other in the project resulted in a coordinated and wholistic capacity to monitor flooding and provide systemwide notification during early flood development stages. San Augustine County needs a deeply experienced, proven team that knows precisely how available funding mechanisms work and how to design and manage programs that deliver services quickly for disaster-affected communities, businesses and governments. The IEM Team consists of professionals who have produced great outcomes for flood-related disaster recovery—programs that have delivered quickly in full compliance with U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and State rules and have pushed the envelope in efficiency of delivery and cost management.

IEM has also successfully administered more than \$51B in federal funding and our staff members have been responsible for delivering more than \$15B across seven states, including Texas. Currently, IEM is executing Community Development Block Grant – Disaster Recovery (CDBG-DR) housing assistance programs in Texas, Louisiana, Florida, New Jersey and Puerto Rico that include housing rehabilitation, reconstruction, elevation, and voluntary home acquisition for buyout.

IEM is a well-established and a recognized disaster recovery industry leader, providing innovative professional services to state, local, and quasi-governmental entities to prepare for and respond to catastrophic natural and man-made disasters. Our nearly 35-year history demonstrates our commitment to service—serving our government clients and delivering federally-funded benefits to the communities and individuals who need it most.

As an Industry Leader in CDBG-DR Program Management, **IEM** has...



*Despite all this experience, **IEM** recognizes that raw numbers only tell half of the story. Our experience would mean nothing if we did not **learn from our successes and mistakes**, leveraging them **to bring innovations and improvements** to our customers.*

BRIEF HISTORY OF THE FIRM

IEM brings leadership experience in the use of CDBG funds for infrastructure projects, national mitigation leadership, global match programs using HUD and FEMA funds, GLO experience, City of Weslaco experienced personnel, and global resiliency and environmental review capability.

To leverage the funds from the new CDBG Mitigation grant program, City of Weslaco will require a partner who understands both the detailed rules and regulations that come with HUD and CDBG-funded grants, as well as the technical requirements and advantages of hazard mitigation. The best-fit contractor will combine this experience with grants management expertise at both the state and local level.



Innovative Emergency Management, Inc. (IEM) is just such a partner. We are an industry leader in both CDBG-DR and Hazard Mitigation, and we have provided grants management, administration, and monitoring for state-level clients and subrecipients. We are prepared to work collaboratively with City of Weslaco to perform a thoughtful analysis, development, and implementation of projects to meet the City's Hazard Mitigation Plan goals, while satisfying the Texas Action Plan's requirement of mitigating against one of the stated risks.

For over 35 years, IEM has helped governments at all levels prepare for, respond to, recover from, and mitigate against the worst disasters in U.S. history. Founded in 1985, IEM is the largest woman-owned disaster recovery firm in the world and is the undisputed industry leader in managing CDBG-DR funds. Armed with decades of emergency and disaster recovery experience, IEM evolved to earn the distinction of becoming the undisputed industry leader in managing post-disaster CDBG-DR programs.

For this effort we have formulated a team of industry experts in tasks relevant to CDBG-MIT operations.

Company	Scope Area
Arcadis	Engineering Services
CBRE Valuation and Advisory Services	Property Acquisition
CEDAR Right of Way Services, LLC	Right of Way Services
Lone Star Planning	Procurement Services
O.R. Colan	Acquisition and Buyout
Postmodern Global Solutions, LLC	Right of Way Services
Right of Way Texas, LLC	Right of Way Services
Team Title	Title Services
Waggoner Resilience, Inc.	Engineering Services

EXPERIENCE WITH FEDERALLY FUNDED PROJECTS

City of Weslaco will benefit from IEM's extensive experience managing, overseeing, and implementing federally funded emergency management programs.

For over 30 years, IEM has helped Federal agencies, States, counties and cities prepare for, respond to, and recover from the worst disasters in U.S. history. We have effectively helped manage billions of dollars of mitigation and recovery assistance, coming from a wide array of sources and programs, including federal, state, local, non-profit, philanthropic, and private sector organizations.

In the table below, we list a series of past government clients and projects that offer only a glimpse into our extensive CDBG-DR and Mitigation Experience. In addition to these projects, our company's natural hazard mitigation planning experience includes approximately 132 state and local natural hazard mitigation plans nationwide, which provide coverage for roughly 1,940 jurisdictions. We bring decades of experience developing Disaster Mitigation Act of 2000 (DMA), Flood Mitigation Assistance (FMA), Community Rating System (CRS) compliant hazard mitigation plans that also meet Emergency Management Accreditation Program (EMAP) standards. We have also provided CDBG-DR technical assistance, training, and subrecipient oversight for our state-level clients, supplying our expertise to ensure successful grants management and monitoring.

Over the course of our nearly 35-year history, we have managed recovery initiatives with a collective value exceeding \$51 billion dollars, with funding from a wide array of sources and programs, including federal, state, local, non-profit, philanthropic, and private sector organizations. IEM and its partners have managed and are expert in numerous FEMA and HUD mitigation grant programs (HMGP, FMA, PDM, USACE Funds, CDBG-DR, CDBG-MIT, etc.).

For more than a decade, we have been leveraging funding from these programs to optimize our clients' pursuit of their mitigation and resiliency goals. We know which projects are eligible for which programs. We also know through which program(s) to pursue funding based on client objectives and project eligibility. This allows us to avoid forcing a square peg into a round hole. We eliminate problems in the future, such as compliance, audit, and disallowed cost issues. Further, when limited program funding options are available, we identify a client's projects that are ready for the available funding, rather than just chasing funding for the next item on the list. Our expertise across FEMA, HUD and USACE programs sets the stage for a deliberate and considered approach which puts our clients on the path to successful project implementation while providing communities with what our firm strives to achieve: a safer, more secure, and more resilient future.

Through IEM's experience working with HUD and FEMA programs, as well as the nuanced understanding necessary to manage them simultaneously, we are able to fully optimize these programs by leveraging one against another. This expertise provides our clients the ability to reach farther down their lists of priorities and address more risks in more communities than can be achieved with contractors that specialize only in a single program funding source. We are able to resolve the conflicts that arise between two programs and make the most out of the synergies that exist. This presents our clients with more opportunities, greater benefit, and lower costs to be borne by their already strained budgets.

IEM is a leading firm matching CDBG-DR funds with FEMA funds. Because CDBG-DR loses its federal identity, we are able to use it either as the non-federal share for an HMGP-funded project, typically 25% of the total project cost, or to use projects which are fully funded by CDBG-DR to act as Global Match for FEMA. In the latter arrangement, this allows other projects, funded by HMGP, to receive 100% of their individual total project costs while we achieve the non-federal share through the Global Match.

As a recipient of federal funds and the beneficiary of federal programs implemented through state and local agencies, **HCFC** has a substantial obligation to maintain rigorous compliance with federal and state law. Further, some funds are additionally encumbered by the judicial system through conciliation agreements and other settlements. Navigating the rules of the various and complex funding sources available for local recovery, through FEMA and HUD, along with the cross-cutting federal regulations (**Stafford Act, NFIP, URA, AFFA, Section 3, Section 106, NEPA, 44 CFR, 2 CFR 200, CDBG, CDBG-DR**, and many others) will require a Master Program Manager who has created and executed compliant programs / policies for grantees in the past. **IEM** has.

IEM provided critical support and guidance to the NYS DHSES in taking advantage of the Global Match concept to cover the non-federal cost share of \$1.5 billion in HMGP funds for **eight (8) Disaster Declarations**. Eighteen of the Global Match projects were acquisition/demolition of **1,181 homes totaling \$454.7 million** of HUD/CDBG-DR funds. Global Match allowed these HUD-funded projects to be used to meet the non-federal share for multiple FEMA grants. Throughout the projects life cycles, we processed all activities involved in the acquisitions by collection, development and verification of documents to ensure compliance with regulations for multiple funding sources through closeout which occurred early 2019.

Prior to IEM's involvement of these activities, NYS was a risk of not only losing the CDBG funds for not meeting eligibility requirement due to incorrect or missing required activities and documentation, they were nearing the **loss of \$112 million in FEMA HMGP** funds.

The framework utilizing multiple funding sources is complicated, resulting in overlapping mandates, conflicting rules, and redundant administrative requirements for each agency, creating roadblocks in disaster recovery. Program flexibility (such as HUD/CDBG, USACE and State grants) flexibility and ability to match projects can bridge many challenges. We have the subject matter experts in all of these programs. In Florida, IEM is supporting the state Department of Economic Opportunity to design and administer a Voluntary Home Buyout program that will be implemented at the county level. IEM was the architect of the program design in compliance with federal CDBG-DR requirements specific to the Hurricane Irma allocation.

IEM assisted New York in a Global Match project with the acquisition of 650 properties using \$250 million in federal funds under Hurricane Sandy HMGP and HUD/CDBG-DR. Developing projects which included Title, Proof of Citizenship, HUD-1, DOB, VOB, Final Costs, Tier I, Property Valuations, Deed Restriction Templates meeting multiple funding requirements, assignment of ICC funds to the state, and Benefit Cost Analysis with methodologies when applicable.

In addition to programmatic level requirements, which must flow down to all executing vendors, additional protections for homeowners and businesses must be instituted such as the safeguarding of Personally Identifiable Information (PII). IEM will support the development of protocols and security practices that ensure that all PII collection shall be conducted, to the extent applicable, in compliance with the **Privacy Act (5 U.S.C. 552a)** and all other federal, state, and local law.

Our team of experts have worked in all phases of the Mitigation Grant Programs including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), Pre Disaster Mitigation- Program (PDM) and HUD's Community Development Block Program (CDBG) from building applications and running the benefit cost analysis (BCA) through project implementation and close out. Further, we have designed and implemented buyout and acquisition programs for grantees across the country.

CDBG-DR Buyout or Acquisition of Commercial Properties

The end use of a commercial property buyout must be CDBG-DR eligible and meet a National Objective. Per **24 CFR 570.483(b)(4)**, if a business can document that it is retaining or creating 51 percent low- and moderate-income jobs (LMJ) as a result of the buyout, the LMJ national objective is applicable. The clearance of the property may address a blighted condition or an urgent need. An area benefit may be provided if the end use of the land will be available to an entire residential community and at least 51 percent of the households are LMI. Neither **24 CFR 570.200(j)** nor the Department-wide faith-based requirements at **24 CFR 5.109** preclude the use of CDBG-DR funds to acquire a church building as part of a floodplain buyout program.

Fair Housing Requirements in Buyout/Acquisition

The Fair Housing Act (Title VIII of the Civil Rights Act of 1968) sets forth the policy of the United States to provide, within constitutional limitations, for fair housing standards throughout the country. This Act, later Acts, and amendments make discriminatory practices in the purchase and rental of most residential units illegal if based on race, color, religion, sex, or national origin. To accommodate the Fair Housing requirements, and whenever possible, minority persons shall be given

reasonable opportunities to relocate to Decent, Safe and Sanitary replacement dwellings that are not located in an area of minority concentration and that are within their financial means. This policy, however, does not require the City to provide a person a larger payment than is necessary to provide a Decent, Safe and Sanitary replacement dwelling.

Building Resilient Infrastructure and Communities (BRIC)

Section 1234 of the Disaster Recovery Reform Act (DRRA) of 2018 (P.L. 115—254) authorizes the National Public Infrastructure Pre-Disaster Hazard Mitigation Program popularly known as Building Resilient Infrastructure and Communities (BRIC). The law allows FEMA to take 6 percent of the Disaster Relief Fund (DRF) for the previous year and allocate for hazard mitigation and resilience activities in the pre-disaster phase.

The funding guidelines are expected to be released in early 2020. However, through our former senior FEMA personnel and involvement with organizations such as NEMA and the Multi-hazard Mitigation Council, IEM has been engaged from the start in understanding and contributing to the design of the BRIC guidelines.

BACKGROUND AND EXPERIENCE WITH SPECIFIC PROJECT TYPES & SPECIFIC SERVICES

IEM brings experience across all project types and service areas described in the RFP.

As an emergency management firm, IEM's entire business portfolio centers in and around disaster preparedness, protection, response, recovery, and mitigation. We have provided fully integrated program design, delivery, and management from preparedness, protection, and planning to disaster response and recovery operations in all 50 states, as well as in several U.S. territories. As FEMA's technical assistance contractor, IEM has provided technical support for several hundred communities across the nation on projects ranging from very small to very large.

We have assisted states, tribal governments, territories, small local governments, and large metropolitan areas with the following, without limitation: PA, hazard mitigation, including HMGP, financial assistance; emergency operations planning; risk assessment; vulnerability assessments; incident response; testing, training, and exercise programs; regional response; continuity of operations planning; and the CDBG-DR Program. IEM and its personnel have worked every type of natural and man-made disaster, including 9/11, Hurricanes Irene, Lee, and Superstorm Sandy, winter storms and blizzards, Hurricanes Katrina, Irma, and Maria, Deepwater Horizon, Ebola, Zika, Carr Fire, and many more. IEM has been at the forefront of resiliency initiatives, taking advantage of 428, 406, and Global Match opportunities to make communities more resilient after catastrophic events. We continue to break records in leveraging every federal, state, local, and private dollar to achieve meaningful recovery results. Moreover, throughout every part of our work, we never lose sight of our primary objective: putting communities first.



Infrastructure Project Experience

The IEM Team brings extensive experience with infrastructure projects, having managed billions in disaster recovery and mitigation funds for infrastructure. Our team can design complex infrastructure systems, provide creative environmental solutions, and manage complex construction programs. In 2019, our teammate Arcadis received the Design-Build Institute of America National Merit Award in the Transportation category for the SR9B Phase III Projects. Arcadis can provide design and construction management services for infrastructure projects related to roads and highways, water supply, public utilities, and resiliency.

For acquisition-related infrastructure projects, our team has provided coordination on a variety of civil engineering projects, including preliminary route and cost analysis to determine budgets estimates for acquisition, relocations, and condemnation. We have assisted engineers in route determination potential complicated acquisitions, relocations or environmental issues that could be costly and time-consuming, affecting let dates. Types of infrastructure we have supported in transportation, water, wastewater, drainage, and mitigation.

The IEM Team has developed program master plans, conceptual designs, budgets and schedules for infrastructure improvements. We have provided disaster recovery services for neighborhoods in New Orleans, LA including Surveying, Designing, Construction Administration and Inspection and Closeout Services for Roadway, Drainage, Water, Wastewater and Green Infrastructure improvements.

Infrastructure Project #1 IEM	
Project Title:	Hurricane Katrina CDBG-DR Recovery
Customer:	State of Mississippi
Development and Approval of the Largest CDBG-DR Funded Mitigation Project in History IEM Management has performed grant management services for more than 300 public infrastructure projects funded with more than \$3B in CDBG DR funds with each project being designed with Storm Mitigation measures. We oversaw the development and approval of a Master Plan for a \$641 Million CDBG DR water and wastewater mitigation Project. The Project is considered to be the largest Mitigation Project funded with CDBG DR funds in history. The purpose of the project was to guide settlement North of the Coastline to protect and mitigate people and businesses from future disasters. The project consisted of 67 projects that resulted in: 338 Miles of Water Main Piping, 291 Miles of Sewer Main Piping, 31 Elevated Water Tanks, 32 Number Water Supply Wells, 59 Number of Wastewater Pumping Stations, 17 Wastewater Treatment Facilities, 47,570 Septic Tanks Eliminated or Avoided, and 23 Number of Lagoons and Treatment Facilities Eliminated. The Project was monitored and audited numerous times by HUD, the Office of Inspector General (OIG) and the State Auditor's Office with no findings. We performed overall grant management services from performing public meetings, preparing program budgets, schedules and amendments, assisting with Procurement (RFP Preparation, Evaluation & Contracting), evaluating program results against stated objectives, developing systems of controls for assuring compliance with program and HUD requirements including execution of monitoring plan, preparing reports and other compliance documents related to the program for submission to HUD, developing interagency agreements and agreements with sub recipients and contractors to carry out program activities, overseeing engineering, land acquisition, uniform relocation and construction management activities and Closeout.	
Infrastructure Project #2 Arcadis	
Project Title:	Long Beach Pipeline
Customer:	Nassau County Department of Public Works
Nassau County was faced with the daunting task of constructing a 24-inch diameter sewer pipeline a distance of more than 3 miles from the Long Beach barrier island to the County's Bay Park Sewage Treatment Plant. The original design called for disruptive and potentially dangerous construction along the islands primary evacuation route. Arcadis was engaged to provide alternative routes for the pipeline and assess the advantages and disadvantages of each optional route relative to cost, schedule, environmental and community impacts, regulatory and permit requirements, and constructability. The team collected data and information on environmental factors and site considerations, which included federal and state wetlands, geology, waterways, other pipeline and utility corridors, critical habitats/threatened and endangered species, potential marine and wildlife construction moratoria, cultural, historic, and archeological resources, roads, railroads, land ownership, contaminated sites, subsurface obstructions, subsurface pollution, water quality, and socioeconomics. This detailed process led to the selection of a preferred alternative route that would eliminate the majority of disruptions to the community but which was routed beneath public parks, a federal navigation channel, open water, and fragile tidal wetlands. Arcadis developed a path to implementation which included garnering concurrence from Federal (USACE) and State (NYSDEC) regulatory agencies regarding the challenging regulatory and permitting environment. Ultimately, Arcadis was successful in securing agency approval to expand seasonal work windows and acceptance of pipeline construction within a jurisdictional wetland.	

Acquisition of Property Project Experience

The IEM Team brings unmatched experience with HUD programs and the Uniform Relocation Act. Our teammates have done very recent and relevant HUD flood work, under the provisions of the URA, on major mitigation and disaster recovery projects in Louisiana, North Dakota, New York, New Jersey, and more. Among our acquisition experts are prior TxDOT employees experienced and each have more than 15 years in acquiring property. Our team has experience with acquisition of small scale and multi-million-dollar projects, from simple fee or easement acquisitions to extraordinarily complex large business acquisitions and relocations. Our team's civil engineering projects include transportation, water, wastewater, drainage, and mitigation.

Acquisition of Property Project #1 IEM	
Project Title:	HMGP and PA Grant Technical Assistance

Customer:	New York Division of Homeland Security and Emergency Management
ITEM served as the Program/Grant Manager for DR-4085 Hurricane Sandy FEMA HMGP (\$1.495 Billion) on behalf of New York State Division of Homeland Security and Emergency Services. In that capacity, our team implemented processes and strategies to coordinate over \$450 Million in complex CDBG-DR funded/Global Match funds (supplemental funds) and projects which entailed 1,181 property acquisitions over eight (8) disaster grants and closed 7 of the 8. Our team also managed the Sidney GreenPlain project - a 140-acre "GreenPlain" which transformed vacated neighborhoods into a high-capacity, green infrastructure floodplain that would handle millions of gallons of floodwater and use natural areas to improve water quality. The Vacated neighborhood projects included elevation of 35 residential structures (FEMA HMGP funded \$3 Million) acquisition/Demolition of 101 residential structures (CDBG-DR funded) and development of GreenPlain in the Village of Sidney NY.	
Acquisition of Property Project #2 O.R. Colan	
Project Title:	Chennault Mobile Village Relocation - Relocation Assistance for the Hurricane Gustav/Ike Infrastructure Program
Customer:	LCTCS Facilities Corporation/Pan American Engineers
ORC was contracted to provide relocation assistance services for the Southwest Louisiana Technical Community College to construct an 85-95,000 square foot training facility on the 13-acre parcel of land occupied by the mobile home park. This was to address the urgent needs of skilled workforce for the southwest Louisiana region that was impacted by Hurricanes Gustav and Ike. Five major industries announced plans for locating and/or expanding in the southwest Louisiana region, and the total investment of these industries ranged from \$35 to \$40 billion. However, in the post-hurricane environment, the skilled workforce needed to fill the estimated 50,000 – 70,000 jobs created by these expansions was not available. ORC provided comprehensive project management and relocation advisory services under the Uniform Act and HUD Guidelines. The relocation of the mobile homes and the tenants in the Chennault Mobile Village was a significant challenge because most of the mobile homes were 20+ years old. Locating replacement mobile home parks that would accept them was limited, and there were numerous repairs needed after the moves. ORC's scope of services included the coordination of temporary hotel stays while the mobile homes were being moved; the coordination of vendors to move, set up and repair the mobile homes; the permanent relocation of occupants, a process that required extensive advisory assistance.	

Coordination with Regulatory Agencies Project Experience

ITEM has a spotless record of meeting federal, state and local grant requirements so that our clients are free of clawbacks of the funding for disallowed costs. Understanding the ins and outs of the myriad of regulations, rules, guidance documents, forms, reporting and monitoring requirements also allows us to provide superior technical assistance to our clients responsible for grant oversight and administration.

As a firm, we have nearly 35 years of experience working across various federal programs individually. Because we hire and develop staff with diverse backgrounds and deep experience, we build teams that bring all their knowledge to bear on a single problem. By combining the firm's collective experience with those of our individual employees, we have developed methods to pursue multiple programs simultaneously wherever possible on a single project. Because our sum is greater than our parts, we combine multiple tools and options for addressing anything that arises. We respond to the limitations of one funding program with the opportunities presented by others.

Not only do we understand, and have long-established working experience with, all federal programs with which the City may fund the services under this contract, we are partnered with specialty firms that deliver the specific services requested under this RFP day in and day out, services tailored to the CDBG-MIT program, who have extensive hands-on experience across the great state of Texas.

Each of our employees is responsible for knowing the laws, regulations, and guidelines that cover their task assignments and anything else under their authority. This means that each person knows not just how to execute a task, but why it is done a specific way when there are other methods that could be employed, and, crucially, what is not allowed. We encourage sharing of our successful problem resolutions, but we also know there are vital lessons to share with each other on what not to do. We also understand that a method that was allowable and acceptable on a previous project may not be the best method on another project; there is no one size that fits all. When one of our CDBG experts relates a story to an HMGP expert, we find the synergy available to combine the scopes and requirements into a single process that complies with both. For example, our DOB review for CDBG-DR/HMGP buyouts is typically a singular process but results in compliance with the disparate requirements of the two programs.

Coordination with Regulatory Agencies Project #1 ITEM	
Project Title:	HMGP and PA Grant Technical Assistance

Customer:	New York Division of Homeland Security and Emergency Management
At NY DHSES, IEM provided oversight over subrecipient grants at the behest of New York State. IEM's work for DHSES highlights not only our expertise in HMGP, CDBG, and Global Match, but also our ability to rapidly source staff to meet resource challenges for our state-level clients. In the aftermath of Hurricane Sandy, IEM staff assisted in the management of \$15 Billion in infrastructure projects funded with FEMA HMGP funds and PA funds supplemented and/or matched with CDBG-DR funds for Hurricane Sandy. These funds provided assistance to state agencies and governments, private nonprofit organizations, and Native American tribes and tribal organizations for repairing and replacing public facilities damaged due to Hurricane Sandy. IEM led a team that manages the 4,085 Hurricane Sandy HMGP grant activities on behalf of New York State, from grant application to closeout. IEM experts worked with more than 800 state and local stakeholders to support 1,200 hazard mitigation proposals within tight timelines. IEM assisted with evaluating eligible expenditures and providing proof of payment for local sub-recipients for Hurricane Sandy and compiled and provided viable data for the Director of Disaster Recovery Finance to allow for the application of CDBG-DR funds to sub-recipients to make them whole.	
Coordination with Regulatory Agencies #2 IEM	
Project Title:	HMGP and PA Grant Technical Assistance
Customer:	Louisiana Governor's Office of Homeland Security and Emergency Preparedness
GOHSEP required a team to augment its HMA and PA support for subapplicants and subrecipients as well GOHSEP's own recipient responsibilities for Hurricanes Katrina, Rita, Gustav, Ike and other declared disasters such as the 2015 flooding. Through this contract, we helped administer \$16.5 HMGP and PA funds in support of 13 open disasters. IEM served initially as a major subcontract, in the primary role supporting GOHSEP with HMA. We have since become the prime contractor for HMA support on subsequent contracts. Our experts helped shepherd HMA applications through the federal process for approval, using tools developed in-house and shared with federal stakeholders to help achieve approval. Our staff helped recalculate BCA and have made recommendations to subapplicants to alter technical specifications that would support a viable BCA. In comparison with subapplicants supported by other vendors for HMA, we have noted an increase in the number of RFIs associated with those applications, a testament to IEM's success for GOHSEP and its subapplicants. IEM's support for GOHSEP and its subrecipients has reduced the need for FEMA RFIs and streamlined work for GOHSEP's State Applicant Liaisons.	

Administrative Services Experience

When it comes to assisting in disaster recovery, IEM has defined the art of what is possible. Over the course of our 35-year history, we have managed recovery initiatives with a collective value exceeding \$51 billion dollars, with funding from a wide array of sources and programs, including federal, state, local, non-profit, philanthropic, and private sector organizations. IEM and its teaming partners bring extensive experience supporting both CDBG-DR and HMA grants. Further, they have experience in Texas assisting in grants administration, acquisition, construction management, environmental reviews, and buyout.

The IEM Team has provided Grants Administration Services for Pre-Application, Application, Environmental Tracking, A&E Project Development, Bidding, Construction and Closeout for Municipal-wide and County-wide Infrastructure Projects totaling in the billions of dollars. Our team understands the complex interrelationships between various grant funding sources and what is needed to get approval on applications. Beyond that, we have experience at both the recipient and subrecipient level, providing program oversight, design, implementation, closeout, and monitoring.

Examples of projects where IEM provided administration services are in the tables below:

Administrative Services #1 IEM	
Project Title:	FL CDBG-DR Management for Hermine and Matthew
Customer:	Florida Department of Economic Development
Within 30 days of contract execution, the IEM management team for Hermine and Matthew had completely re-written the State of Florida CDBG-DR implementation manual turning it into two separate manuals, one for the State's management processes and one for subrecipients. The manual covers every aspect of CDBG-DR program management specific to the grantee and subgrantee roles and responsibilities. The State had already opened a subrecipient application period prior to procuring a program management firm to support department staff in the administration of the Matthew and Hermine allocation. The application deadline coincided with IEM's onboarding. IEM staff reviewed and ranked all applications within 30 days of application closing, making initial funding recommendations to the agency. IEM further recommended and the agency instituted an application follow-up initial site visit with each potential subrecipient to assess risk and capacity associated with each local government that had applied for funding. After conducting the initial site visits and risk assessments, IEM made its final funding recommendations.	

IEM has conducted multiple day trainings for both DEO and subrecipient staff ranging from basic CDBG-DR framework, national objectives and eligible activities to in-depth task specific training, such as training on how to perform a risk analysis and onsite monitoring.

Administrative Services #2 | IEM

Project Title: Program Monitor for Disaster Recovery Grants Management

Customer: Louisiana Department of Natural Resources and Office of Coastal Protection and Restoration

On behalf of LDNR and OCPR, IEM was tasked with managing, controlling, and performing the Grants Management functions related to all prior, current, and future disasters. IEM ensured that grant-funded project documentation and reimbursement requests met the requirements of the granting agencies. IEM provided support for closeout, audits, and cost documentation review, and we acted as the liaison between LDNR and OCPR and the appropriate state and federal agencies.

IEM created and maintained a PW tracking system to provide up-to-date information on all projects with respect to appeals, time extensions, reimbursements submitted, reimbursements paid, closeout status, and any other pertinent information. We appealed a federal denial of IEM DAC claims, successfully overturning the denial and reinstating the claimed DAC costs for reimbursement to LDNR.

IEM's contract with LDNR/OCPR was a cost benefit to the state. IEM brought in \$17.6 million for LDNR and OCPR in reimbursements—more than recouping the \$500,000 spent on IEM's contract. IEM's support for GOHSEP and its subrecipients has reduced the need for FEMA RFIs and streamlined work for GOHSEP's State Applicant Liaisons.

Construction Management Experience

The IEM Team includes partners highly experienced in construction management, who will use industry standard practices to manage projects successfully. This includes monitoring schedule, cost, safety, quality, and scope. Our experience as a Construction Manager overseeing multiple infrastructure projects have resulted in saved money, avoided or mitigating problems, higher quality results. We ensure that only eligible and reasonable cost are processed for reimbursed and work was performed as invoiced.

Our teammates can act as a General Contractor / Construction Manager inclusive of significant self-perform capability. They offer proven construction and contracting services. We bring a highly-integrated, experienced team that consolidates and proactively manages risk to deliver sustainable, assured project outcomes. Proven project control methods, focused delivery platforms, and a flexible contracting approach allows our partners to safely manage both large and small environmental construction projects to a fully compliant and assured outcome.

Our team has supplied construction management to a variety of clients, including for customers in Louisiana, Mississippi, and Texas, among others. These projects include providing damage assessment, lead-based assessments and clearances, construction progress inspections, and TREC inspections. Our team's experience spans both infrastructure and housing programs.

Examples of our team's construction management experience are in the tables below:

Construction Management Project #1 | Waggoner

Project Title: CDBG-Disaster Recovery Program & Construction Management Services

Customer: State of Texas (as subcontractor)

Waggoner assisted the Texas General Land Office with construction related support for the City of Houston Round 2.2 housing recovery program as a sub-consultant to Horne, LLP. Waggoner provided construction technical assistance to develop construction review and pricing procedures to facilitate construction of residential structures. The goal of the City of Houston Disaster Recovery Program was to rehabilitate and/or reconstruct between approximately 400 homes that suffered damage from Hurricane Ike. As a subcontractor, Waggoner was responsible for providing construction technical services to ensure the construction activities of each project are compliant with CDBG-DR and Program requirements including:

- Program setup: Development of program goals and guidelines for the Construction Administration and Construction Review processes within the Program.
- Training and support for the City of Houston staff in construction review and HUD regulations and compliance.
- Review of Environmental Assessment policies and procedures to ensure compliance with applicable Program and HUD rules and regulations.
- Training of City of Houston inspectors in estimating cost of repairs, HUD Housing Quality Standards, and storm damage assessments.
- Survey services to determine property boundaries, site features and topography, and utility locations.
- Survey and flood plain management services to verify floodplain elevation information needed for sites where housing units were either destroyed or demolished, sites for possible relocation, and newly selected sites.
- Geotechnical sampling and testing services of new construction sites.

- Quality assurance for construction review and reporting functions.
- Assistance in construction scheduling and follow up services to ensure program timelines are met.
- Coordination with State of Texas General Contractors to ensure program documentation is provided and compliant with program guidelines.
- Review of new home plans and planned renovations to verify compliance with International Residential Code 2009 and other applicable construction codes and requirements.
- Assistance with Section 3 requirements and reporting by each general contractor.
- Assistance in establishing Aging-In-Place guidelines for housing.

Construction Management Project #2 | Arcadis

Project Title: Former Smelter Site Rehabilitation

Customer: Confidential

Arcadis worked as the design-build contractor for the transformation of a hundred year old industrial smelting site into a viable redevelopment property for the City of El Paso, Texas. The design/build process allowed Arcadis to identify and implement project efficiencies which reduced procurement costs, allowed for construction team collaboration during design and ultimately resulted in cost and schedule reductions. Arcadis worked with local suppliers, vendors and specialty consultants to provide full life-cycle services including planning, design, permitting, compliance, construction, public relations, and regulatory documentation. Ultimately, over 1 million cubic yards of material was moved including the construction of a 200,000 cubic yard landfill, 70 acres of the site was capped with stormwater management features, and two permeable reaction barriers (PRBs) were installed for longterm groundwater management. Most importantly, over 300,000 labor-hours were worked with zero recordable safety violations or lost time injuries and the City of El Paso was able to redevelop the site for beneficial community purposes.

Environmental Review Experience

The IEM Team brings significant experience in environmental review and recognizes the importance of innovation to enhance consistency, accuracy, and timeliness of environmental reviews in declared disaster areas. Our team is actively providing environmental review services for an anticipated 21,000 applicants in support of the Puerto Rico Department of Housing disaster relief efforts. Our team members have leveraged General Engineering Center capabilities to develop an automated process to manage the data and reporting requirements associated with the environmental reviews reducing map report generation time by 90%, doubling overall productivity, and will ultimately save approximately \$500,000.

Our team has also provided review and development of environmental policies and procedures for applicable program and HUD compliance. Our environmental staff bring decades of experience environmental management systems, disaster recovery, environmental assessment, HUD, and NEPA. They perform and manage the production of environmental assessments and reviews to ensure compliance with HUD, FEMA, and other relevant rules and regulations.

Environmental Review Project #1 | Arcadis

Project Title: PRDOH Environmental Review Program

Customer: Puerto Rico Department of Housing

As a result of the devastation left in the wake of Hurricanes Maria and Irma on the island of Puerto Rico in 2017, over \$9 Billion USD was allocated by the U.S. Department of Housing to the Government of Puerto Rico for disaster relief and recovery. To help with recovery efforts the Puerto Rico Department of Housing and Urban Development (PRDOH) awarded contracts for the rapid assessment of damage to residential properties across the island. In July 2019, Arcadis was awarded one of two environmental contracts working under the direction of Program Management teams procured by PRDOH. The environmental work includes an evaluation of the presence of asbestos materials and lead-based paint at each site, a site specific Tier II environmental review, as well as, an architectural and/or archaeological assessment in concert with the State Historic Preservation Office (SHPO), as applicable. The information collected is organized into various reports and uploaded to a database that provides Program Managers with the information necessary to determine the appropriate implementation under the Repair, Reconstruction, or Relocation (R3) Program for the affected residential properties.

The contract is based on completion of 3,000 inspections over a three-year period. At the onset of the program, an application process for homeowners was put into place by PRDOH, anticipating 6,000 applicants. In the first three months over 21,000 applications were received.

In addition to rapidly expanding the project execution team, Arcadis developed an automated process to manage the data and reporting requirements. Working with our General Engineering Centers, the team automated a process for the development of multiple maps/figures which runs every day and generates 80 map reports for 8 sites saving 14+ hours and reducing the time taken from 16 hours to 2 hours. This increased the efficiency, accuracy, reduced execution time, and increased project profitability including doubling of daily report production and an estimated savings of \$500,000 to \$750,000 over 3 years.

Environmental Review Project #2 | Waggoner

Project Title: Gulf Region Water and Wastewater Infrastructure Program

Customer:	Mississippi Department of Environmental Quality
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Hurricane Katrina made land fall on August 29, 2005, at the time the worst natural disaster to ever hit the United States. The Governor of Mississippi designated a portion of the \$5 billion in federal recovery funds to be used for infrastructure development (water, sewer, and stormwater) in the Gulf Region (George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties). The Mississippi Gulf Coast Region Utility Act was signed into law on April 18, 2006, which sought to:

- Regionalize utility services in order to streamline operations, management, and administrative function; and encourage sharing of infrastructure, disregarding political boundaries to eliminate duplicative projects and unnecessary user costs;
- Promote protection and resilience of water, wastewater, and storm water utility infrastructure;
- Improve the quality of and protect the natural environment of the Gulf region; and
- Improve the planning and delivery of quality water, wastewater, and storm water services.

The Gulf Region Water and Wastewater Program includes 67 water and wastewater projects across the five county region. Each county utility authority and the cities in Jackson County were sub-grantees under the CDBG-DR program. Following the initial needs analysis phase, the Waggoner-led team assisted the State of Mississippi in the implementation and monitoring of the 67 different water and wastewater infrastructure projects. Waggoner assisted the state in obtaining environmental clearance for each project by performing the National Environmental Policy Act (NEPA) review for each project and obtaining a Finding of No Significant Impact (FONSI). They provided regulatory guidance for the numerous unique issues on a program of this magnitude.

REFERENCES

IEM offers contact information for three (3) of the projects described in the previous section.

Please see the table below for three (3) references from IEM clients, to whom we have provided services similar to those described in the RFP.

Client	Customer POC	Telephone	Email
Florida Department of Economic Development	Ryan Butler	(850) 717-8518	ryan.butler@deo.myflorida.com
Louisiana Governor's Office of Homeland Security and Emergency Preparedness	Sean Wyatt	(225) 389-2403	Sean.Wyatt@la.gov
New York Division of Homeland Security and Emergency Management	Rick Lord	(518) 248-5583	RLord518@gmail.com

WORK PERFORMANCE

IEM Team offers a unique combination of mitigation leadership, deep CDBG expertise, experience with GLO and Texas procurement regulations, and global resiliency and environmental experience. We focus on our client's desired outcomes – and work collaboratively and diligently to achieve them.

The TX-GLO will conduct a **competitive mitigation CDBG-MIT bidding** process to address risks in the Hurricane Harvey HUD MID and State MID areas. **IEM is prepared to assist City of Weslaco in the full life-cycle of the TX-GLO CDBG-MIT program to include all aspects of the request for proposal: pre- and post funding services, administrative duties, contract/program management, acquisition duties, and environmental services.** Subrecipients are encouraged to register in TIGR at least 10 days prior to the application due date of October 28, 2020. Once registered, Subrecipients will be able to draft their application and upload documents anytime until they select 'submit'.

Per the TX-GLO Applicant Guide, once an application is submitted, applicants will not be able to perform version control or upload additional required documentation. To secure CDBG-MIT funding it is of the utmost importance that City of Weslaco has a competent partner who understands the requirements, procedures, waivers and alternative requirements applicable to CDBG MIT funds for developing successful project applications. IEM understands how to work with Subrecipients to qualify and obtain awards for mitigation projects that are important to the Client. Our approach is about

getting to “Yes” for projects that are important to the community because we know how to navigate the HUD regulations to achieve a compliant eligible project and meet the requirements in the GLO’s HUD Approved Action Plan. Our skilled CDBG administrators know how to get projects eligible and awarded. For example, in Bay St. Louis, Ms, the community believed that a waterfront harbor would revitalize the community, yet the community was initially advised that this project would not meet a National Objective nor qualify for CDBG DR funds. Jon Mabry and team worked with the community to secure \$22M in CDBG DR funds to fund this project. Today, the Harbor is completed and was instrumental in revitalizing the community.

IEM offers a very capable team of seasoned professionals with considerable experience in HUD CDBG regulations, mitigation projects, GLO policies and systems, and Texas CDBG procurement regulations. **Earl Randall, our Grant Manager**, worked for HUD for 15 years, overseeing CDBG programs for countless grantees and subgrantees. We also have **Sheila Hascall**, a senior mitigation expert, with considerable experience in developing, getting approval for, and managing mitigation projects. We include **Rachel Ingle**, who has knowledge of local needs in response to Hurricane Harvey. In addition, our team includes ARCADIS, a global engineering firm on the forefront of resiliency projects. Our team includes the former #2 official at HUD, with oversight for CDBG programs nationwide, **Ms. Pam Patenaude**. IEM’s **Bryan Koon** the chair of the National Multihazard Mitigation Council will be available to support City of Weslaco. And, we include **Dustin Lanier**, who provided his procurement expertise for GLO for its CDBG-DR programs. Since procurement issues are a common audit finding, this is important.

As a national leader in mitigation, IEM is eager to use our expertise to assist City of Weslaco receive the maximum amount feasible for one or more projects from GLO to increase the resiliency of the City for its citizens. **The following page shows a workflow for the pre- and post-award activities.** The workflow shows the potential order of these activities generally. This flowchart may need some modifications depending on the precise policies and procedures and guidelines for the CDBG-MIT program by GLO. The flowchart shows the scope of services numbers from the RFP under both the General and Infrastructure categories.

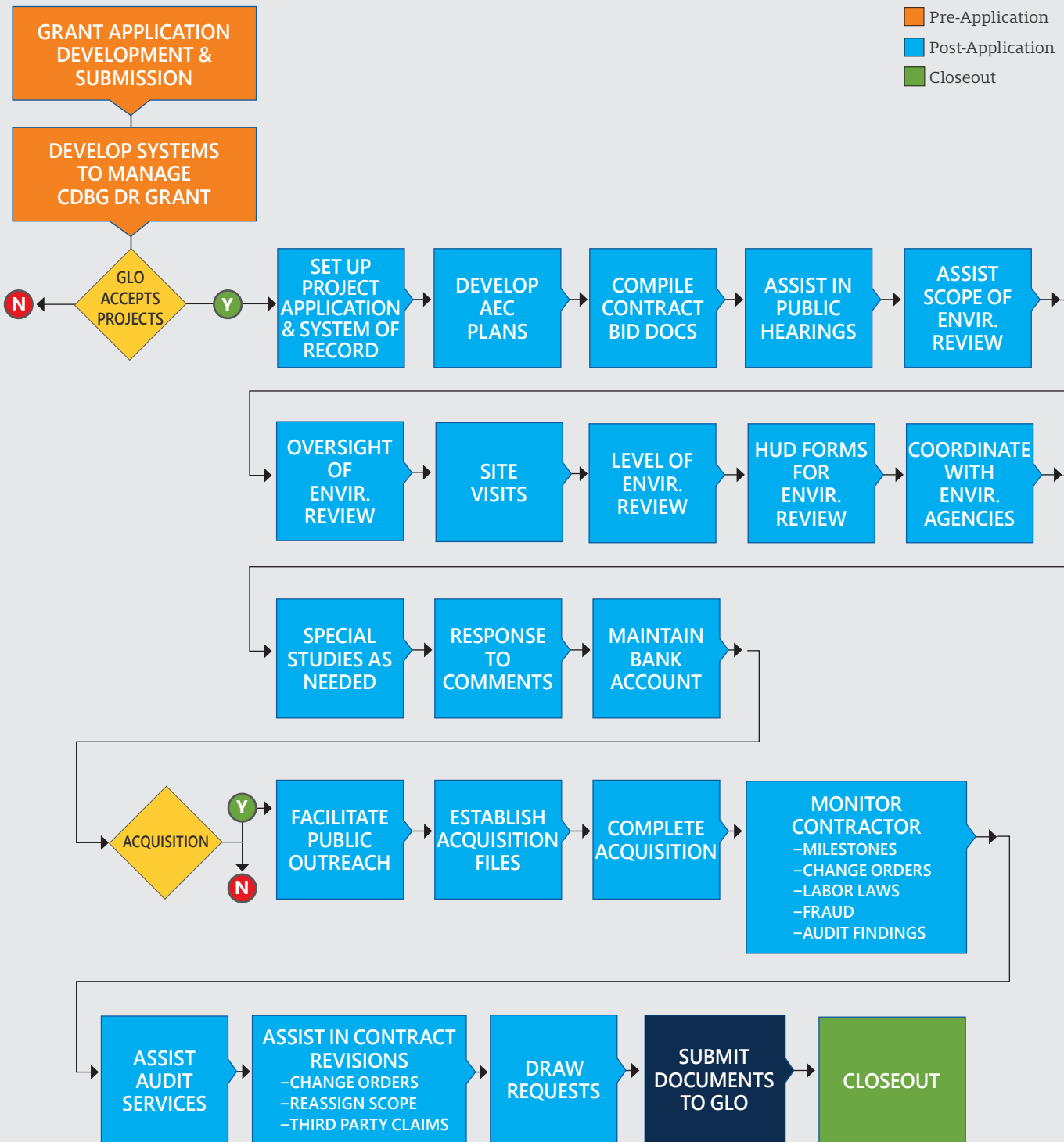
APPROACH TO PRE-AWARD SERVICES

IEM will assist subrecipients in submitting timely, accurate, and compliant applications that maximize the use of CDBG-MIT funding.

IEM is committed to assisting City of Weslaco in **developing a successful CDBG-MIT project application(s) and related documents on time, in compliance with the needs and goals of the City and with the policies, procedures, and requirements of the GLO, and HUD Federal Register Notice 6109-N-02.** The Federal Register Notice for CDBG-MIT states that grantees and subgrantees maximize the impact of all available funds, including coordinating and aligning CDBG-MIT funds with other mitigation projects funded by FEMA, the U.S. Army Corps of Engineers (USACE), the U.S. Forest Service, and other agencies as appropriate. Therefore, if the City uses other funding sources to leverage CDBG-MIT, we will comply with the requirements of such funds also.

Soon after task order award, IEM’s Grant Manager, Earl Randall, will meet with the City to discuss and agree on goals, desired outcomes, and timelines. We know how important it is to have a clear, consistent, and collaboratively defined understanding of program success. We will refine our outcomes and approach after this coordination meeting.

IEM, in coordination with the City Engineer and staff, will identify priority projects. IEM’s Grant Manager and the supporting IEM team will work to get each project eligible under the HUD regulations and program requirements outlined by GLO. We will work with the City to document project eligibility and describe how the proposed projects will: (a) advance long-term resilience; (b) align with other planned capital improvements; and (c) promote community-level and regional planning for current and future disaster recovery efforts and additional mitigation investments. We will get an understanding of project readiness meaning how quickly will the project be ready for bid and in what manner will the project fit into overall plans of the community. We will ensure that internal controls are designed and functioning for financial and procurement processes, and that adequate procedures are in place for proper grant management activities like duplication of benefits procedures. Additionally, we will assist the City in assessing its capacity to carry out mitigation activities. If gaps in capacity are identified, we will work with the City on a plan and timeline to remediate gaps.



We will evaluate the documentation provided each step of the way. For example, we will ensure that evidence of matching or leveraged funds is available and committed in the application, there are no conflict of interest concerns with the project, CDBG MIT funds are not supplanting other available federal funds, address any environmental concerns and provide any appropriate citizen participation documentation.

Additionally, **we will ensure there are adequate revenues to sustain CDBG– MIT physical investments in the future for operations and maintenance costs in the out years.**

Any areas requiring improvement will be documented and clearly communicated to the City. In an effort to ensure all project formulation and grants management functions are completed to support the City's requirements, including the timely reimbursement of funding from CDBG-MIT via the GLO, IEM will ensure the City has IEM experts available to provide advice, guidance, and training on CDBG-MIT current requirements for eligibility and funding.

The request for proposal includes the establishment and maintenance of a record keeping system. IEM proposes to use InEight – a proven and comprehensive engineering and construction data and document management system with dashboards to report performance. InEight provides workflow capabilities, allows IEM to maintain a data warehouse of all subrecipient documents to include engineering and construction project data, cash requests, all compliance documents and track milestones, costs, and amendments through the lifecycle of each recovery project so that each file “tells the story”. We will recommend that all City of Weslaco use the same standard program, allowing efficiencies in data management and workflow. The system has the capability to export data directly to TIGR.

We will assist the City in meeting GLO deadlines on the submittal of the application for CDBG-MIT funding, and any related funding. IEM will assist City of Weslaco in its administration of the CDBG-MIT grant through a combination of in-person and virtual personnel, as described below, based on the needs of the City.

Project development is where innovative thinking is crucial. The Hurricane Harvey program will include two rounds of funding allowing the City to submit three individual applications, plus three additional projects in partnership with other entities or governments. Depending on demand, no applicant will be awarded for their subsequent applications until all successful eligible applicants have been awarded funding at least once. The TX-GLO has established a minimum and maximum value of projects between \$3M-\$100M for each project within this program, the total funding available to any successful government applicant is potentially \$600M. All projects must also meet all GLO and CDBG-MIT criteria.

We will work with the City of Weslaco Engineer and staff to create the best project applications that are competitive against the proposals from other HUD MID counties, as well as the State-designated MID areas (see the GLO defined criteria in the text box) and designated zip codes. For example, if the City has been approved by FEMA for a Hazard Mitigation Grant Program or a Pre-Disaster Mitigation/BRIC project, and can leverage CDBG-MIT funding and receive the 5 additional points under GLO criteria. We are skilled at demographic data analysis to note whether project areas can support the required Low-Moderate Income (LMI) National Objective (20 points). If needed and directed, we will coordinate with additional funding agencies, such as FEMA (PA, HMGP, PDM/BRIC), as well as DOE, USDA, USACE, DOT, etc. The CDBG-MIT guidelines are similar to and based on the FEMA HMGP, and our HM expert Sheila Hascall has considerable experience in developing mitigation applications for approval. Developing strong applications generally involves crafting the right project boundaries, components, and rationale to fully satisfy all of the grantee's (GLO's) criteria, and IEM's personnel are adept at accomplishing that. Once the projects are developed, IEM will enter them into GLO's TIGR system. As a daily user of this

Mitigation Outcomes

- Maximize the impact of CDBG MIT funds by encouraging leverage, private public partnerships, and coordination with other Federal Programs
- Effectively utilize federal funds through transformative infrastructure projects
- Carry out strategic and high-impact projects to mitigate disaster risks and reduce future losses
- Increase resiliency during flood and storms
- Incorporate nature-based solutions and natural or green infrastructure in the design of projects

Traditional Project Management Results

- Manage schedule within period of performance of HUD grants
- Manage costs within allocated grant amounts and cost reasonableness limits
- Manage scope to be compliant with all HUD, GLO, and County laws, regulations, and policies
- Promote customer satisfaction for citizens with innovative projects and transparent programs
- Manage quality by helping City of Weslaco develop effective projects that deliver on promises and aspirations
- Manage risks and compliance throughout the program
- Ensure Project completes on time within budget and is compliant using a proven monitoring program

system for the past few years, we are adept at the use of TIGR. The application package will conform to all required details required by GLO to evaluate projects and eligibility, including descriptions of the project, location, estimated costs, benefits and beneficiaries, schedule, and partners.

Establishing the Infrastructure for Compliance with CDBG-MIT Requirements

GLO will require demonstration of capacity to manage CDBG-MIT grants before application approval (15 points).

Subrecipients for HUD CDBG projects must certify that internal controls are in place for financial and procurement processes, and that adequate procedures are in place for proper grant management. Additionally, the subrecipient must have assessed its capacity to carry out mitigation activities. If gaps in capacity are identified, a plan must be put in place that identifies a timeline when those gaps will be remediated. HUD also requires that procedures are in place to ensure timely expenditures as well as procedures to prevent the duplication of benefits.

Project--Criteria Maximum Points	
County Composite Disaster Index	10 Points Possible
Social Vulnerability Index	10 Points Possible
Per Capita Market Value	10 Points Possible
LMI National Objective	20 Points Possible
Project Identified in Local Adopted Plan	5 Points Possible
Management Capacity	15 Points Possible
Project Impact	25 Points Possible
Leverage	5 Points Possible
*Tie breaker: Higher Poverty Rate	

IEM's Grant Manager, Earl Randall, has 15 years of experience with CDBG and has conducted dozens of monitoring visits to grantees and subgrantees across the nation. Working with the City staff, he will ensure that the policies, procedures and systems are in place to meet 2 CFR 200, and CDBG-MIT requirements, and GLO policies and guidance. We will ensure the combined City of Weslaco-IEM team understands all program requirements through the lifecycle of the project(s).

After IEM reviews and checks the applications for project design and cost, determines the applications comply with all program requirements, including consulting the U.S. census to ensure compliance with targeted area/beneficiaries, IEM will submit the full application at the approval of the City. Included in the submission will be the capacity reviews showing the ability to manage mitigation projects as well as ability to handle CDBG-MIT funds. GLO requires the projects to be loaded into the TIGR system. IEM has extensive experience working with GLO's system in support of recipients (grantees) and subrecipients (subgrantees/applicants).

IEM will set and manage aggressive milestones for response to GLO requests for additional project documents. If GLO requests additional documents, we will develop information, review submissions thoroughly, and submit when approved by the City. We will report findings and recommendations immediately, and submit monthly reports by the 5th day of the following month to the City throughout the program life-cycle.

IEM's experienced professionals working all phases of the CDBG program administration and grants management functions and will assist City of Weslaco in being positioned to successfully navigate any changes that may arise and respond to any requests for information from HUD or GLO.

APPROACH TO POST-AWARD SERVICES

As directed by City of Weslaco, IEM is prepared to execute grant administration and management in support of CDBG-MIT mitigation efforts.

General Administrative Duties

Once the City of Weslaco's projects has been awarded by GLO, IEM will work with the City and GLO to execute the subrecipient agreement and incorporate the project budget timelines into the subrecipient agreement. We will ensure that all special conditions are met so that funds can be requested and reimbursed. IEM will bring extensive experience to the City in the post-award phases of the CDBG program including the request for reimbursement, implementing grants management tools and systems to request reimbursements from the GLO for eligible, complete timely reporting, justify requests for time extensions if necessary, and other grant management functions.

There are eight general tasks as part of our approach to grants management (see below), each of which requires expertise in phases of the grants lifecycle, deep knowledge of HUD's CDBG Programs with particular attention to Federal Register Notice 45848 – CDBG MIT and other funding (e.g., FEMA HMGP or PA) requirements, and grantee policies within the framework of guiding clients to favorable outcomes.

Implementation plan design: A crucial component to program implementation is the development of policies, standard operating procedures and compliance with federal, state, and local laws and regulations. Reviewing an Action plan is just not enough. Laying out the components of how to implement the program consistent with the action plan, including how to mitigate risk from loss of funding through closeout, is necessary to manage a successful program. This plan must be fluid and continually updated.

Outreach\Citizen Participation and training: Citizen Participation and buy in is important and required for any project. We have seen grantees fail in this and IEM will provide a proven outreach plan. Training is key to ensure that all stakeholders understands the context of their work. Our training philosophy is to ensure quality, help to minimize uncertainties and future issues that rear their heads at the completion phase of a project or program.

Standard Operating Procedures: A key internal control and one of the tools that grantees expect subrecipients to have in place are well designed and documented procedures that address financial management, Record Keeping, Change Orders, Labor Standards, Procurement, Environmental and other general areas of compliance. We will ensure that procedures are documented and operating.

Plan integration, development and updating: One requirement not often discussed throughout the industry is the importance of consistency and updating relevant planning tools in the communities, the regions and the state. We ensure that our planners are cross trained and experienced in a wide array of planning efforts. This includes Federal, State and Local all hazard plans, Flood mitigation plans, Action Plans and especially resiliency plans.

Direct involvement in Project Scoping, application development and applications approval: Experience has shown us that the recipient must be proactive in the project application formulation stage to avoid common mistakes. Having the IEM Team involved in the various phases of the program workflow allows us to minimize the risk the County takes on by ensuring that all critical documentation is in place to support claimed costs or project estimates before the State approves a project. Evaluation of Subrecipient Capability, Capacity and Performance: IEM's team has the capability to review the County's financial, administrative, and procurement systems, as well as policies and procedures to confirm compliance with federal requirements. This review can also include an assessment of the its system of internal controls and findings/corrective action plans from its most recent single audit.

Processing CDBG-MIT Draw Requests: IEM Team can adjust the depth and breadth of our validation to match the State's tolerance for risk. Our validation involves testing the cost details for accuracy against supporting documentation, such as timesheet entries, summary records, and contract invoices. Depending on the scope of a given project, the IEM Team can validate the costs against payroll records, equipment rates, suppliers' invoices, contractors' supporting files and proof of payment. Through this process, we also confirm the purchasing procedures utilized by the subrecipients for all contract related work to confirm compliance with Federal, State and local procurement requirements. Our draw request processing strategy involves establishing audit-proof procedures and executing against them relentlessly. Once we have completed the compliance testing, the results are pass through a rigorous review, finalized by a Senior Manager who provides Quality Assurance and Quality Control via review of the documentation, findings and recommendations. Subsequent to the Senior Manager's review and approval, we provide recommendations to the State on the approval of the amount of the Reimbursement Request and process/upload the required documentation into GLO's system. We make it a priority to ensure that our team is well-versed in the State's software.

Monitoring for compliance with applicable laws, rules, regulations, and policies: We will establish a monitoring plan and checklist to ensure compliance from project initiation to project closeout. Subrecipient compliance with grant conditions is a major responsibility of the State and therefore a large part of the services we offer. While a large part of our compliance monitoring program is completed during the RFR reviews, other aspects of compliance monitoring involves working with subrecipients before the work begins, laying the groundwork for a successful project without questioned costs during an OIG Audit years after the work has been completed.

Project closeout: We use the momentum and work with the same urgency during the last stages of the program as in the first. We make sure to minimize risk for our clients by developing a clearly reviewable package showing how all program requirements were met.

We know that close compliance with the procurement policies and requirements of the grantee by all subgrantees is the key to maintaining procurement compliance. HUD expects its grantees to be good stewards of federal dollars, and IEM anticipates procurement scrutiny from HUD's OIG, HUD Monitoring Team and the GLO Monitoring Teams. IEM is prepared to offer a certified procurement specialist to monitor procurement service agreements. The County will be informed immediately of suspected fraud, waste, and abuse, as well as the following: (1) full and open competition in accordance with 24 CFR 570.489(g) (2) prohibit the use of statutorily or administratively imposed state, local or geographical preferences in the evaluation of bids or proposals, except where Federal statutes expressly mandate or encourage such (3) Comply with 2 CFR 200.324 (4) affirmative action to ensure that small businesses, MWE, WBE, Section 3 and labor surplus area businesses can participate, Section 504, Affirmatively Furthering Fair Housing, and Uniform Relocations Act (5) Utilize the Procurement Manual Forms ("PMF's") for every procurement action. In addition, construction contracts above Federal Small Purchase Threshold of \$250,000, must include other requirements, including (1) bid guarantee (2) performance bond (3) payment bond. The Procurement Area must obtain all required approval authorizing the procurement process before continuing with the same. In addition, all requirements for approvals, public notices, conflict of interest, and other requirements of the City of Weslaco Procurement Policies, GLO Procurement Manual, and CDBG-MIT must be strictly adhered to. We realize procurement compliance is challenging and IEM will help to make the process compliant and easier.

Vendor Services Procurement Process

It is expected that the City may seek vendors to fulfill many of the following service requirements: Architecture and Engineering Design services, inspection, permitting, and cost estimation. **One of the many challenges with obtaining and keeping federal funding, is demonstrating compliance with all procurement processes set for in Title 2 C.F.R.** (Code of Federal Regulations). **The most common HUD OIG finding is improper procurement actions.** Having a thorough and fully substantiated set of projects, as described above, will give City of Weslaco a strong basis to explain its prudent use of public funding to the general public, during audits that HUD OIG may perform, during audits that will occur under the Single Audit Act, financial monitoring or reviews HUD or the State may perform, internal reviews of financial and grants management, and any other external financial reviews.

Procurement of Audit Services

Bid Review – The IEM team will complete an independent evaluation of the bid evaluations. This evaluation will consist of a detailed review of the top three bids compared to the engineer's estimate. Additional justification will be requested for any bid item that is greater than 10% of the IGE.

Duplication of Benefits – IEM will assist the City in addressing the potential duplication of benefits from other federal and non-federal sources, which also may be unlikely to be available, yet FEMA and HUD will need to affirm its funding is not duplicating benefits from other sources. IEM will assist in substantiating actual or potential other funding sources, ensuring no duplication exists, and assisting FEMA and HUD in a streamlined review and thus timely availability of funding.

Invoice and Financial Management- For each project, we will thoroughly review each invoice making sure information is accurate, complete, compliant and can be tracked back to project bids, cost reasonableness, and program requirements. If it meets all requirements, we will recommend for payment to TX-GLO. All invoices will be submitted within 60 days of completion of work. IEM will also assist the City in federal funds management, accounting for requests for and funds drawn.

Establish and maintain a bank account— IEM's Financial Management Lead, Ms. Dee Dalton, has exceptional experience supporting subrecipients in establishing and maintaining bank accounts for program funds. Ms. Dalton will help the City identify the appropriate banks and types of accounts needed, based on geographic location, accessibility, security, and in compliance with HUD policies and procedures. The importance of setting up such bank accounts in a compliant, functional manner cannot be understated.

3rd Party Claims— When a subrecipient receives a third party claim, IEM will immediately deploy the appropriate staff to assist. They will examine the claim for accuracy, timeliness, and legal standing, and advise the subrecipient on the best course of action, in compliance with HUD, CDBG, and other relevant regulations. Emphasis will be placed on timely and compliant resolution of all claims, to ensure program operations continue smoothly.

Construction Management

Construction Management – IEM's construction management partner will use industry standard practices to manage projects successfully. This includes monitoring schedule, cost, safety, quality, and scope. Our experience as a Construction Manager overseeing multiple infrastructure projects have resulted in saved money, avoided or mitigating problems, higher quality results. We ensure that only eligible and reasonable cost are processed for reimbursed and work was performed as invoiced. Continual Assessment and Reassessment of Project(s) – IEM will utilize a proven practice to ensure projects start on time and finish on time and within budgets. The IEM Grant Manager will apply our grant management practice of continual assessment and reassessment of the project delivery to remove barriers and find ways to streamline processes to expedite project delivery.

Liase with Contractors—On behalf of the City IEM will conduct pre-construction meetings with contractors (emphasize Section 3, Davis-Bacon wage rates and Labor Standards, Change Orders, and MBE/WBE goals). We will review all construction progress meeting minutes and attend these periodically. We will also conduct site monitoring visits to confirm compliance. Throughout, we will monitor compliance with The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.); Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.); The Copeland "Anti-Kickback" Act (18 U.S.C. § 874); and other Department of Labor regulations, building code compliance, budget and schedule progress, and compliance with project scope and goals.

Construction Contract Document Review and Program Conformance – The IEM team will provide quality, constructability, and conformance reviews for all subrecipient submissions, including bid packages. This proposed review

process will yield a set of quality bid documents to garner competitive and realistic contractor bids. The IEM team will review project bid packages at 90% and 100% completion milestones. Reviews will provide the City with value-add comments, recommendations and constructability reviews that reduce issues encountered during construction. This review will provide a conformance check to the CDBG-MIT requirements and the IEM team will work with the City and associated contractor to resolve any discrepancies.

Cost Estimate Review – The IEM team will provide reviews of the subrecipient's A&E consultant probable construction cost estimates (engineer's estimate) to confirm the proposed construction falls within the programmed budget and meets CDBG-MIT requirements. The IEM team will review and provide feedback on subrecipient estimates delivered at each phase of design and at 90% and 100% bid package. The IEM team will also spot-check high dollar value components of the project to validate cost and quantities based on similar completed projects, industry standards, location, and project specific requirements.

Acquisition

The IEM Team understands City of Weslaco may need a partner to accomplish acquisition services to address a long-term vision of improving life and safety for its citizens. The City may acquire property through several different programs and by different means, both voluntary and involuntary (eminent domain taking) to accomplish this mission. This also involves multiple federal funding sources.

Voluntary programs include Voluntary Home Buyout, Floodplain Preservation and Donation. Involuntary (on the part of the property owner) acquisition occurs through eminent domain and is used by the City when a public use of the property is necessary, such as building projects to widen and deepen bayous/tributaries, constructing stormwater detention basins, that require acquisition for right of way, etc. Voluntary means are used prior to resorting to eminent domain proceedings to acquire right of way for projects.

Submit acquisition reports and related documents- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers. We propose a collaboration space using Microsoft SharePoint. We have used this same technology in nearly all of our complex, multi-task projects. Whether in the office or in the field, SharePoint allows the IEM Team and key City of Weslaco staff to see progress in real-time, view deliverables, track project milestones, and see upcoming discrete project tasks. This is not meant to replace the City's systems or processes— it is an enhancement tool IEM uses to drive transparency and accountability.

Additionally, the IEM Team will enter all documentation and data into the City's construction management system to ensure that all files are complete and auditable, per the City's requirements.

Establish acquisition files (if necessary)- Prepare a single file for each property to track all pertinent information for the acquisition processes and program compliance. This file will also be set up to build each property's closeout file as it proceeds through its individual path to acquisition by the City. The file will be updated at each step and all work products created will be retained (original or copy, as appropriate) for the property file. Contact logs will be kept up to date throughout the lifecycle of each property.

Environmental Services:

Project Design Development for Environmental Review – The IEM team recognizes that City of Weslaco must work with its contracted service providers to develop Project Design Documents to identify project activities that warrant environmental review. The IEM team will coordinate with the City to develop a schedule of deliverables and due dates, an internal plan for monitoring deliverable progress, and the submission of the design package required to start the environmental review as per 24 CFR Part 58. Individual project evaluations will determine which specific environmental deliverables are needed for each project, including as necessary, historical and archaeological surveys; biological assessments and wetlands delineations; asbestos and lead-based paint surveys; and Phase I and Phase II environmental site assessments. A list of required permits will be generated from the review as well as an integrated schedule with critical paths and review cycles required for those deliverables. The IEM team will review each deliverable and prepare a report to document the quality, completeness and accuracy in meeting the project scope. This review will provide feedback of the results, determine if any corrections or additional information is necessary to comply with project scope, include comments to the subrecipient to be addressed through revisions and guidance and/or recommendations to be implemented. The IEM team will review the service providers' estimates for each proposed phase of work, revisions, and clarifications to coordinate with the subrecipient to confirm

compliance with CDBG-MIT requirements. The IEM team will review the subrecipient's Architect/Engineer's (A/E) design documentation and provide comments and assistance, as needed. The review will include: (1) ability of the design package to accomplish the stated project goals including identifying fatal flaws, permitting requirements, drawing quality, contract documents, completeness of specifications, compliance with relevant federal, Puerto Rico, and local requirements (2) reasonableness of the project schedule and cost estimates as the project progresses through the design process (3) compliance with CDBG-MIT program requirements and GLO procurement documents (4) consistency with the project performance statement in the SRA and a determination if either document warrants amendment (5) identification of needed changes to plans and specifications, with clear description of issues and recommendations for resolution.

Environmental Review and Clearance – IEM partners ARCADIS will perform an Environmental Review of Subrecipient's environmental documentation to assure compliance with 24 CFR Part 58 and National Environmental Policy Act of 1969 (NEPA), GLO CDBG-DR policies and regulations and all other applicable local, state, or federal environmental requirements. Once the subrecipient submits the documentation deliverable, ARCADIS will: review, comment, and identify any missing information and/or documentation requirement for completion of the environmental review and ensure that the subrecipient provides all necessary documentation. A Preliminary Environmental Review will initiate the coordination effort and will identify the environmental issues that must be addressed, the deliverables necessary from the subrecipients and how those deliverables need to be integrated into the project schedule for each specific project. The initial tasks of the Preliminary Environmental Review could include desktop reviews, preliminary field surveys, preliminary environmental checklists to evaluate need for technical/special studies and determining required permits. If needed, we will consult and coordinate with required agencies to facilitate the environmental clearance process and prepare all responses to comments received from the agency. Our environmental partners will coordinate with parties involved to ensure the appropriate level of environmental review is performed and no unauthorized work is performed prior to discussion and issuance of Authorization to Utilize Grant Funds. If required, our partners will perform necessary site visits to the City's project location during the development of the environmental review and include findings from visits as part of the environmental review. Our team can perform or contract special studies, additional assessments, or permitting to secure environmental clearance (as in RFP Section 3.1 Special Environmental Services of the Scope of Work). To adequately comply with 24 CFR Part 58 regulation and evaluate projects described within the RFP, we will develop and complete the appropriate level of environmental review of all subrecipients documentation and proposed projects to confirm compliance. We will prepare, complete, and submit to Housing and Urban Development (HUD) and/or GLO required forms including but not limited to Exempt Activities, Activities Requiring a Categorical Exclusion not subject to 58.5, A Categorical Exclusion subject to 58.5, and Environmental Assessments (EA) for environmental review and provide all documentation to support environmental findings as applicable to each Level 91-5). We will coordinate the submission of a copy of the environmental review in TIGR. The IEM Team will prepare and submit publications for all public notices including, but not limited to, Finding of No Significant Impact (FONSI), Request for Release of Funds (RROF), early and final notices for compliance with E.O. 11990 and E.O. 11998, provide documentation of clearance of parties known to be interested and complete environmental re-evaluations per 24 CFR 58.47, as required. If the project includes FEMA funding, in most instances the environmental review will be completed by GLO, and HUD has agreed to accept that review.

Change Order Management-- Although undesirable, change orders are likely and must be managed. We will review change orders and backup documentation for the City. If there are substantial changes in any of the following criteria, we will note to the City: eligibility and compliance with CDBG funding rules, consistency with environmental clearance documents/ERR, subrecipient performance statement and/or ERR amendments, budget, cost reasonableness, schedule. We will maintain an Integrated Budget for all programs and subrecipients and notify PRDOH if changes are materially affecting specific program or overall budgets.

Closeout

Grant and Project Closeout – IEM's philosophy on CDBG-DR project management is to start every project with closeout in mind. If every action is taken with the end in sight, the closeout process is more a quality control check at the end. As projects progress through the workflow we incorporate each step of closeout with quality controls such as our proven one over one review along with on-going monitoring so that at the end of the project the closeout is more of a process than a file audit.

This approach has been successful in withstanding audits. Project closeout occurs after the entire project is completed. If the project involved funding from CDBG-MIT and other sources, all funds from all sources must be spent and the project completed. Projects are ready for closeout when:

1. All project costs, other than closeout costs, have been incurred and paid and all project work using CDBG-MIT funds is completed and inspected, including any code and permit requirements, and any applicable Certificate of Occupancy (COO) received
2. If there is FEMA cost share, GLO certifies that the FEMA funds have been paid and all project work performed with FEMA funds is completed and inspected, according to code and permit requirements including any applicable COO
3. All other project funds are also invoiced and paid and all associated activities are complete
4. All responsibilities identified in the subrecipient agreement have been met
5. All responsibilities in any applicable interagency agreement have been met
6. All monitoring or audit findings from HUD or FEMA have been met IEM will comply with the detailed procedures GLO implements for project closeout.

IEM will notify if all conditions for project closeout have been met and recommend initiation of the closeout process. At the direction of City of Weslaco and GLO, we will provide closeout documentation for review. If any outstanding issues are noted, we will work with City of Weslaco and GLO to resolve these issues. The final project closeout letter or memo will be placed in the project file in TIGR.

APPROACH TO ENSURING WORK PERFORMANCE MEETS CUSTOMER STANDARDS

IEM brings a proven, outcomes driven approach to ensure quality and timely work performance.

City of Weslaco expects its contracting partner for CDBG-MIT to perform all work according to the highest quality standards, to ensure the timeliness, accuracy, and compliance of all deliverables. To that end, the RFP outlines a series of Work Performance Concerns that City of Weslaco expects to be met over the course of the contract.

IEM's approach to meeting such work performance concerns integrates a variety of program/project management principles, derived from our 35 years of experience providing emergency management to state, counties, cities, and other jurisdictions across the United States. We believe three primary factors account for our continued success in our field. They are:

- **Quality Program Leadership:** We believe adherence to customer expectations starts at the top. We carefully select our project/program leadership, senior advisors, and subject matter experts from across a wide array of potential staff. We seek to bring in proven leaders who have successfully implemented emergency management programs in a variety of contexts. These leaders must be dedicated to meeting and exceeding customer goals and pass that commitment down through our project teams.
- **Outcome-Focused Project Planning:** Success is measured by the customer. We begin every project by asking our clients the question "What does success look like to you?" Based on the outcomes and goals the customer defines, we build project plans, work plans, schedules, and other documents and tools to carefully measure our program based on those expectations. By remaining customer- and outcome-focused, we ensure our programs are always striving towards clearly defined, achievable, and measurable goals.
- **Task Management Process:** To achieve these measurable goals, we employ our Task Management Process (TMP), which incorporates best practices in project management, emergency management, and quality assurance. Through this integrated approach, we execute project activities in alignment with the goals and objectives set out during planning. The TMP allows us to perform work to customer specifications, in compliance with government regulations, and according to established schedule and milestones.

All these factors contribute to ensuring the work performance concerns outlined in the RFP will be achieved by the IEM Team.

Table 1: How IEM's Success Factor Ensure Work Performance Concerns Are Satisfied

Work Performance Concern	Quality Program Leadership	Outcome-Focused Project Planning	Task Management Process (TMP)
Requests to Clients Submitted in a Timely Manner	✓	✓	✓
Responses to Clients Sent in a Timely Manner	✓	✓	✓
Accessibility of Project Manager and Key Personnel	✓	✓	✓
Projects Completed on Schedule	✓	✓	✓
High Quality Work Products	✓	✓	✓
Projects with Low Level of Monitoring Findings/Concerns	✓	✓	✓
Projects Managed Within Budgetary Constraints	✓	✓	✓

Quality Program Leadership

IEM has a history of managing fully compliant programs that result in clean audit reports and with no grant recapture by the Federal Government, accomplishing error rates substantially below 5%, and as low as 1/10th of 1%. IEM has recent experience in delivering the fastest recovery program in U.S. history for Louisiana.

The IEM Team consists of professionals who have produced great outcomes for disaster recovery—programs that have delivered quickly in full compliance with HUD, FEMA and State rules and have pushed the envelope in efficiency of delivery and cost management.

We have hand-selected local and national companies and senior consultants with a history of delivering important outcomes for federally funded initiatives. This includes Beth Zimmerman, who led the FEMA-funded recovery for over 930 disasters, covering \$27 billion in funding. The team IEM has put together has led some of the largest and most effective CDBG-DR and FEMA housing and infrastructure programs in the Nation, with a total program value of over \$51 billion in FEMA and HUD funds.

IEM has carefully incorporated the right staff with the right skills for every position into the Team organization. We ensure that our people also have the right experience, specifically experience with successful FEMA and CDBG-DR deliveries and disaster programs of equal scope and scale. Our Team is Texas Strong – with many of our key lead positions filled with Texas acquisition service providers. The IEM Team has depth of Texas talent and experience City of Weslaco requires.

City of Weslaco has reach to **Pam Patenaude**, former **Deputy Secretary of HUD**, serving the agency both during Katrina-Rita and after the 2016 Great Floods of Louisiana. While at HUD, Ms. Patenaude restructured HUD's field operations, reducing the FPM workforce by 40 percent. She drafted operating protocols and delegations of authority for publication in the Federal Register. She also developed a comprehensive training curriculum on HUD programs and policies for Regional and Field Office Directors. Mr. Patenaude implemented the President's Management Agenda and HUD's Annual Performance Plan, and was instrumental in the development of HUD's Five-Year Strategic Plan.

IEM Vice Presidents Bryan Koon and Jon Mabry will provide corporate project leadership and oversight, ensuring that our Project Management team is integrating all necessary services in the most efficient manner possible. Together, Mr. Koon and Mr. Mabry have delivered outcomes that our clients couldn't even dream were possible—outcomes that have resulted in the most expedient delivery of disaster benefits to disaster survivors and governments.

Bryan Koon, IEM's Vice President of International Homeland Security and Emergency Management and the former Director of Florida Department of Emergency Management, has spent his career focused on improving emergency response operations and engaging communities in becoming better prepared for emergencies and disasters. He is currently the Chairman of the Multi-Hazard Mitigation Council and sits on the Board of Directors for the Federal Alliance for Safe Homes (FLASH), the country's leading consumer advocate for

IEM's Connection to the Multi-Hazard Mitigation Council

Bryan Koon, Vice President of International Homeland Security and Emergency Management at IEM, is the Chairman of the Multi Hazard Mitigation Council (MMC). The MMC works nationally to identify and implement effective mitigation practices to reduce the costs and losses that natural and man-made disasters place on society and the building community. Mr. Koon will provide corporate project oversight for the City of Weslaco acquisition services project.

strengthening homes and safeguarding families from natural and manmade disasters. Mr. Koon's expertise in federally funded response and mitigation projects means that City of Weslaco will have a trusted leader in partnership for this project.

Mr. Mabry is our Vice President of Disaster Recovery, leading large and complex teams that support CDBG-DR grantees across the nation. **Jon Mabry delivered 17 recovery Programs for Hurricane Katrina recovery, funded by \$5.4 billion in CDBG-DR funds, with an error rate of 1/10 of 1 percent.** After replacing an emergency contractor in New York State, IEM's Jon Mabry accomplished an error rate of less than 1.3 percent. He has been leading IEM's CDBG-DR sector since 2012 and has remained at the helm of multi-billion dollar CDBG-DR deliveries in Louisiana, Florida, Puerto Rico, New Jersey, North Carolina, and Texas.

Our team also has the support of other IEM disaster recovery and mitigation leaders like **Beth Zimmerman** who previously served as **FEMA's Deputy Associate Administrator for Response and Recovery** and has been a leading voice in the formation of FEMA's Building Resilient Infrastructure and Communities (BRIC) to enhance resiliency. She will be available to City of Weslaco, if needed, to help it shape its own participation in this new grant program.

We discuss the strength of the IEM Team's staff in the **Capacity to Perform** section.

Outcome-Focused Project Planning

Meet Performance Measures, Timelines through Program Operations and Administration. One of the most frustrating things that disaster recovery grantees and applicants face is having contractors who are either unwilling or unable to produce results. Early in IEM's work as a disaster management firm, we discovered that over and over recipients and subrecipients hire contractors – only to see precious administrative costs drained away, while results seriously lag. **The IEM Way is to develop a Work Plan that meets the expected outcomes** by specific milestones, and delivering against our client's performance measures, and then manage the production process to deliver those results.

IEM IS AN INDUSTRY LEADER IN USING INNOVATIVE, DATA-DRIVEN, AND OUTCOME-FOCUSED TECHNICAL AND MANAGEMENT APPROACHES FOR DISASTER RECOVERY.

We use a production management system that develops the **detailed project plan** based on the overall scope of the effort. We staff it with the right mix and number of people to meet the interim milestones. Then we used data analytics and track to daily, weekly, and monthly production to ensure that our team is delivering the outputs at the schedule and quality that makes sure we hit the overall milestones. We continually assess and reassess our processes and internal controls to ensure we meet each milestone and provide a quality product.

Managing consulting projects, particularly for disaster recovery projects, is unique and not the same as project management for engineering or construction work. Effective project management is a pillar of a strong and successful relationship between the IEM Team and the State and is key to the smooth internal functioning of the IEM Team. More importantly, project management is critical to the integrity and success of each project undertaken by IEM.

At IEM, we believe project management is critical to the success of every project we undertake. We start first with developing the project management plan and follow-through with the management of the plan. IEM's approach to project management has been honed through decades of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of Government and private-sector clients. We are well-experienced in managing multiple large Government contracts, including simultaneous multi-million-dollar contracts. IEM continually analyzes and refines our corporate processes through lessons learned and multiple feedback loops in project implementation, so that all of our customers benefit. The hallmark of our approach is understanding the essential underlying goal—what needs to be done—and then choosing the optimal mix of People, Processes, and Technology to accomplish it.

Task Management Process (TMP)

Effective project management is a pillar of a strong and successful relationship between the IEM Team and City of Weslaco. It is also critical to the integrity and success of each project undertaken by IEM. A key component of this success is the assurance of quality at key steps in our task and deliverable development.

The process we will use to manage the City's required tasks will be IEM's Task Management Process (TMP) adapted to meet HCFCD's needs. Our TMP is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK) principles, adapted to the agility and flexibility needed for disaster management and acquisition services. It is also informed by lessons learned from our 34-year history in emergency management solution design. **Our TMP ensures quality delivery of services that meet schedule and budget constraints, ensures consistent delivery, and provides readily available metrics to track financial, resource, and schedule status.** It also provides flexibility to respond to unanticipated changes in scheduling, sequencing, or content through regular in-progress reviews (IPRs), while keeping IEM support staff working at peak performance regardless of the level of demand. The TMP includes built-in mechanisms to help avoid and resolve potential problems. The core tenets of the TMP reflect an ongoing engagement with our customers to provide project feedback, input, and comments, and incorporate our own internal management's review and expertise into the larger project. The TMP's regular feedback components reduce the risk associated with deliverable development.

“IF YOU FAIL TO PLAN, YOU ARE PLANNING TO FAIL!”
- BENJAMIN FRANKLIN

Our TMP has been a primary reason for **our success in hundreds of projects—ranging in scope from small projects to multi-year, multimillion-dollar contracts for federal agencies.** The TMP encompasses the following characteristics:

- Careful analysis of all **stakeholder requirements** and concerns and thoroughly understanding the outcomes that define success for our customers
- Focused **planning** that includes “outside-the-box” thinking to meet schedule, compliance, cost, and other metrics
- Attention to **risk management** from the first day of task implementation, including detailed reviews by the Project Manager
- Periodic **targeted IPRs** with customers to ensure we remain on track
- Knowledge management of all documents for the project

IEM's approach has been honed through years of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of Government and private-sector clients. **We are well-experienced in managing multiple large Government contracts, including simultaneous multi-million-dollar contracts.** IEM continually analyzes and refines our corporate processes through lessons learned and multiple feedback loops in project implementation, so that all of our customers benefit. The hallmark of our approach is understanding the essential underlying goal—what needs to be done—and then choosing the optimal mix of People, Processes, and Technology to accomplish it.

Integrated Master Schedule (IMS)

In IEM's prior experience with recipients of federal funds of similar size, scope and diversity, we have found that **a comprehensive and well-documented project plan identifying the key performance measures, personnel and an integrated schedule that includes subtask schedules serves as the foundation for successful project delivery within budgetary constraints.**

Our master schedule includes a work breakdown structure at both the overall project level and the tasks and expected duration at the individual property acquisition level. The programmatic level schedule includes those items critical to the overall infrastructure of the program such as project kickoff, staff deployment, operationalization of any necessary additional local offices, policy and procedure development, staff onboarding, training, etc. The tasks necessary for completion of any project allows us to map the specialized staff resources to each pathway, plan for projected time to completion and manage working populations of properties in various stages of the process.

The IEM Project Manager will work with City of Weslaco to design, develop, implement and maintain an IMS in Microsoft Project or other project management tool accessible to the City that will logically sequence activities and account for lead times, predecessors, successors and milestones to ensure a well-coordinated, implementable plan. During the execution phase of our workplan, we will monitor the schedule for each necessary step and milestone to address and schedule slippages and other issues timely. Working in coordination, IEM can provide the City with model projections based on its desired outcomes, mapped to IEM's processes, as approved by the City.

The IEM Texas City of Weslaco Project Model links the processes, project milestones, and the timeline of the project to reach project milestones within the initial contract. This is tied to the project work break down structure.

Outcome Based, Project-Managed and Accountable Approach to Disaster Recovery

Outcomes and Outputs. The ultimate outcome is to have City of Weslaco more resilient than before Hurricane Harvey. This outcome can be achieved by producing outputs in the projected timeframes, at or below budget that meet rigorous quality control standards.

Accountable Pricing. IEM has pioneered and continues to lead the way in accountable pricing for disaster management, and especially disaster recovery projects. As a company, IEM has always led in the arena of outcome-based approaches and producing value for what we are paid. But the real epiphany started with Hurricanes Katrina and Rita. Contractors charged over \$1 billion for the Road Home housing recovery program, while homeowners had to wait for 10+ years in some cases to return to their homes, and the federal government at one point sought to have \$1 billion in funds de-obligated, requiring clawing back funds from 24,000 survivors. Resolving to overturn these outcomes, after Hurricane Sandy, IEM requested the State of New York to allow flexibility in pricing away from the Time and Materials way of project accounting and pricing, and towards greater contractor accountability. With the State's approval, IEM submitted an accountable pricing framework, which was accepted. IEM was paid a program management fee per month but for services to homeowners (the bulk of the work), we were only paid when homeowners moved forward in their recovery.

Since then, IEM has successfully used accountable pricing for the states of Florida (Irma for DEO), Texas (Harvey), New Jersey (Sandy), Puerto Rico (Maria), and North Carolina (Matthew).

Accountable pricing creates risk for contractors but incentivizes contractors to meet and exceed established goals. However, we believe contractors have the responsibility to collaboratively work with clients and design the program to achieve the customer's desired outcomes. Accountable pricing also accommodates the fact that a number of factors are controlled by the recipient, FEMA, and subrecipients and the accountability for results is shared. For example, IEM can document eligible costs for PWs and assist FDEM in submitting them. That does not guarantee that 100% of the eligible costs will be allowed by FEMA and obligated since at times, FEMA CRCs as well as its staff, have differing views on the same eligible costs.

Customer Service and Customer Experience. An additional consideration is Customer Service and Customer Experience. To us, the "customer" includes City of Weslaco and the individuals that we are charged to work with. We like to work in a spirit of collaboration with all of our customers.

Quality Delivery of Services

Our TMP ensures quality delivery of services that meet schedule and budget constraints, ensures consistent delivery, and provides readily available metrics to track financial, resource, and schedule status. It also provides flexibility to respond to unanticipated changes in scheduling, sequencing, or content through regular in-process reviews (IPRs), while having the robustness needed to keep IEM support staff working at peak performance regardless of the level of demand. The TMP includes built-in mechanisms to help avoid and resolve all potential problems. The core tenets of the TMP reflect an ongoing engagement with our customers to provide project feedback, input, and comments, and incorporate our own internal management's review and expertise into the larger project. The TMP's regular feedback components reduce the risk associated with deliverable development.

Our TMP has been a primary reason for our success in hundreds of projects—ranging in scope from small projects to multi-year, multimillion-dollar contracts for federal agencies. The TMP encompasses all of the following characteristics:

Careful analysis of all stakeholder requirements and concerns

- Focused planning that includes "outside-the-box" thinking
- Attention to risk management from the first day of task implementation, including detailed reviews by the responsible managers

IEM's effective project management is one of the factors behind our consistently superior customer ratings and high volume of repeat business. We will apply our project management expertise and continually enhance it with the lessons learned during execution of various tasks.

Cost Controls. Controlling the scope, costs, and schedule for the Statement of Work is critical to keeping a project on the road to successful completion. Cost accounting, scheduling, problem tracking and resolution, and risk assessment and management are a part of daily management review at IEM.

Schedule Controls. Given the number of properties for acquisition and the need to complete the transactions in an expedited manner, an integrated master schedule (“IMS”) will be imperative to keep track of the various tasks and status of each homeowner or landowner. Right after award, we will work with the City to design, develop, implement and maintain an IMS in Microsoft Project that will logically sequence activities and account for lead times, predecessors and successors and milestones to ensure a well-coordinated plan. We will monitor the schedule for each property and course-correct any schedule slippages and other issues timely.

QA/QC and Risk Management: IEM’s QA/QC management is exemplary. We manage quality assurance through job aids, checklists, training, and management oversight. Quality control is handled through 1-over-1 reviews of files.

Recovery programs are dynamic, and issues can develop. At times policies have to be clarified or modified to accommodate risks that were not foreseen. We maintain close coordination with our clients, to inform them of issues, problems, and recommendations.

Continuous Improvement. Continuous improvement is at the core of IEM’s success. We establish goals, metrics, and milestones for our programs based on the desired outcomes of our customers. We consistently monitor both our own internal performance data and feedback from clients and applicants to make improvements to our service. Because of this, recovery program support continues to exceed our client expectations in leveraging every federal, state, local, and private dollar to achieve meaningful recovery results.

In the spirit of transparency and continuous improvement, IEM looks forward to establishing channels for collaborative communication, input, and decision-making with the City of Weslaco approach our work as a partnership and there are no “proprietary secrets.” At the end of the day, we honor the customer and do what it takes to get the outcomes they want quickly and accurately.

IEM, we believe, is the only contractor using ISO 9001 principles and full-time ISO 9001-trained staff for disaster recovery programs. The IEM Team has spent time removing many potential bottlenecks in the recovery programs (see our process flow chart for North Carolina below). However, there is always room for improvement. We will monitor the production system to see where processes can be improved for greater efficiency, speed, accuracy, and/or applicant trust. We know that process improvement opportunities can also arise as a result of changes in City of Weslaco or stakeholder objectives, legal and regulatory requirements, or policy changes. We also monitor technology changes and innovations from other fields that can assist our recovery programs to better serve clients through higher production rates, greater accuracy, better customer service, and/or lower costs.

Staffing for Capacity and Efficiency. The IEM Team is composed of exceptionally qualified and experienced personnel, subcontractors, and consultants who are committed to the success of City of Weslaco and solidify its position as a national model for efficient, rapid, and trusted acquisition programs. As this program progresses forward, more or fewer staff may be needed for both production and efficiency. IEM is skilled at managing staffing so that our clients can receive the greater output with the least cost. We monitor individual performance, making sure that all staff are delivering at the requisite levels.

Technologies. We use best-of-breed technologies, both in the solutions and systems and in the in-house tools we use for managing and ensuring that all quality, schedule, and cost gates are met or exceeded. IEM’s

ISO 9001: Quality Management for Disaster Recovery Programs

IEM’s Quality Management Advisor, Tony Liles, is engaged with our major disaster recovery programs so that we continuously improve the speed, quality, and therefore the cost-effectiveness aspects of our delivery. Tony will work with the IEM Team to review the procedures, training, accountability, and tracking of the City of Weslaco program and Bryan Koon in making sure that we deliver precedent-setting results for City of Weslaco.

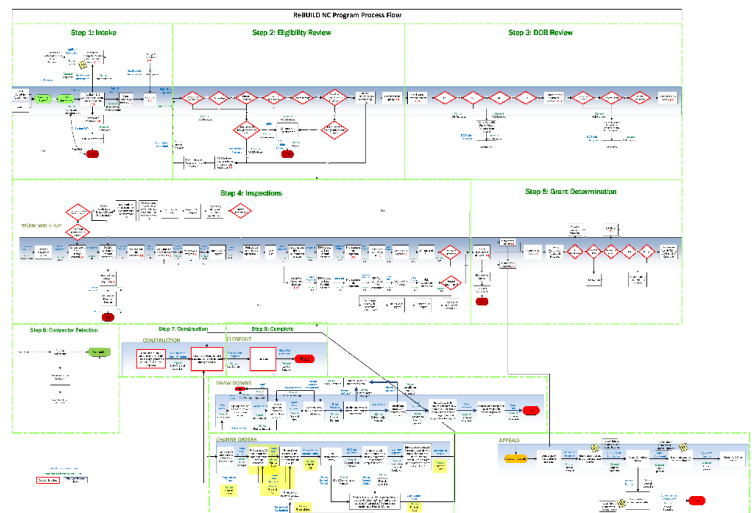


Figure 1: End-to-end process designs maximize efficiencies for each of our recovery programs.

team will use the eBuilder system to the fullest extent. If necessary, we will supplement with tools that IEM and its subcontractors have developed to manage recovery programs.

Trained and Knowledgeable Staff: IEM key staff and supporting staff qualifications provided in Section C illustrate our ongoing commitment to this aspect of quality control. IEM implements quality control into our recovery projects by ensuring key staff are properly trained and knowledgeable about current federal, state, and local program guidance/regulation, that requirements and work processes for performing and documenting work are followed, and that reviews and quality checks of deliverables are performed continually. By these means, our goal is to provide a professional work product that is ready for closeout and audit by funding agencies.

CAPACITY TO PERFORM

IEM brings to the City of Weslaco deep CDBG expertise, national Mitigation leadership, Texas and federal procurement knowledge, City of Weslaco experienced personnel, national FEMA recovery programs leadership, and global resilience and environmental review capability under the national leader in CDBG program execution and compliance.

To successfully mitigate against future floods and other disasters, City of Weslaco requires support from seasoned emergency management professionals, who understand the complexities that comes with the CDBG Mitigation grants. While many state, county, and local governments in Texas have experience administering CDBG-DR funds and/or traditional FEMA HMA programs, successfully leveraging CDBG Mitigation funds requires not only expertise in both programs, but the ability to reconcile intersecting priorities, rules, regulations, and objectives. The staff supporting City of Weslaco must be equipped to help them navigate these challenges for timely, compliant, and cost-effect grants management and administration.

To meet City of Weslaco's staffing needs, IEM has gathered top form HUD CDBG and FEMA HMA professionals to serve as key personnel from beginning to end for this contract. This cross-functional team brings the perfect balance of expertise in CDBG rules and regulations, grants administration, and mitigation strategies. Our team understands the kinds of projects the City plans to execute to mitigate against future disasters – EXAMPLES – and how to get them done in a timely, efficient, and compliant manner.

Our overarching staff structure is scalable and flexible to meet the needs of City of Weslaco. We provide a staffing plan to support all levels of effort based on the agreed upon contract and will not assign staff to the project without the City of Weslaco's prior approval. IEM values our strong ethics and will only provide SMEs and professionals who have all the necessary monitoring, compliance, and administrative grant training as required in their scope of services and position requirements.

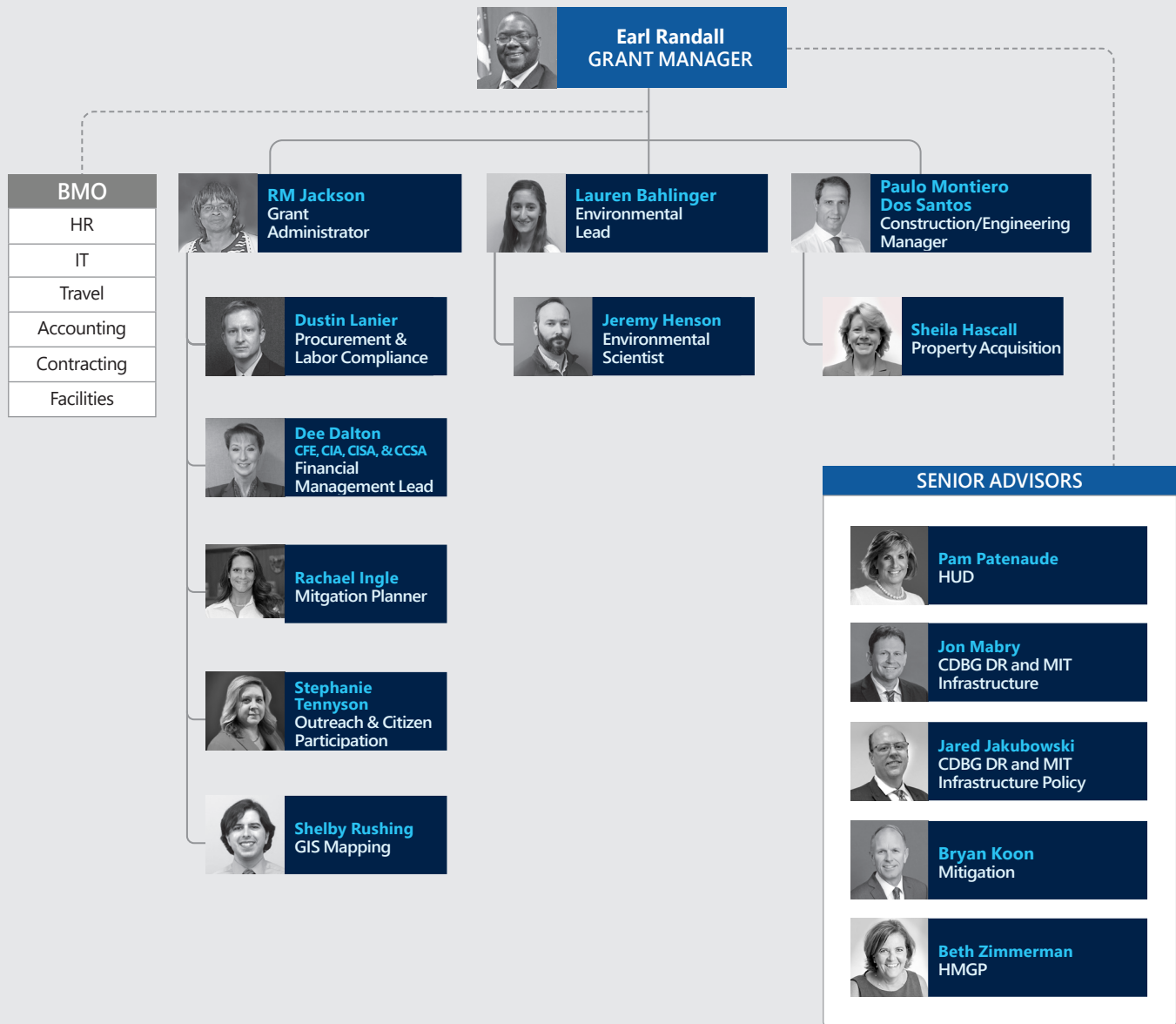
Beyond IEM's proposed staff, we also offer access to our exceptional technical bench of HMA and CDBG professionals, with experience in a variety of relevant disciplines, including grants management, mitigation, CDBG compliance, procurement, property acquisition, environmental services, financial management, GIS, engineering, and other services. Through this technical bench, we can rapidly spin up support to meet surge requirements and fill vacated positions.

Further augmenting IEM's technical bench will be our expansive team of subcontractors – many of whom are based in Texas and ready to deploy surge staff as needed. With a core leadership team comprised largely of IEM staff, we are poised to provide City of Weslaco with the combined benefits of unified leadership, clear lines of authority, and access to a cadre of qualified staff. On the following page, we have provided our organizational chart for this opportunity, which demonstrates our clear lines of communication, back office and escalation support, and the roles of each of our available subcontractors.

Building the First Generation of CDBG-MIT Experts

City of Weslaco stands at the forefront of the new CDBG-MIT program, and the staff that serve the City will be among the first wave of new experts in this field. As such, IEM's proposed team is comprised of professions who can work in more than one capacity – staff who are cross trained in multiple positions and program elements. This approach will not only serve to create true CDBG-MIT experts, but will also allow personnel to flow from different sections of our team organization as workload shifts. City of Weslaco will directly benefit from this approach from not only increased staff expertise, but a lower staff profile and higher productivity.

IEM. Organizational Chart



QUALIFICATIONS AND EXPERIENCE OF OUR STAFF

IEM offers the City of Weslaco qualified personnel with real, tangible successes on other projects, to provide grants management and administration under the CDBG-MIT program. These staff will be supported by subject matter experts and executive leadership extensive, relevant expertise.

At IEM, we credit our success to our commitment to strong leadership, which results in programs that are speedy, responsive, compliant, and results-driven. Mitigation and recovery projects live and die based on the decision-making of their leaders. Poor contractor leadership results in sluggish performance, internal confusion, production delays, or disallowed costs. We believe the foundation set by strong leadership results in success for those who need it most: disaster survivors.

In support of City of Weslaco, we've built a team with just such leaders that have a proven track record of getting results for survivors. The program described by the City in the RFP emphasizes solid work performance backed by both an experienced organization and knowledgeable staff. In order for City of Weslaco to get the most benefit from the CDBG-MIT funding, they need leaders that understand these CDBG regulations, mitigation projects, and grants management inside and out. The IEM Team understands how these elements intertwine and work together to produce resiliency for communities like City of Weslaco.

Our staff excels at providing comprehensive disaster recovery services in support of planning, designing, and administering CDBG programs for grantees and sub-recipients, and doing so in compliance with all applicable federal, state, and local regulations, HUD requirements, and CDBG rules, regulations, and guidance. IEM's experience integrating multiple funding streams and program opportunities under a single contract provides City of Weslaco with a proven partner to leverage funds and create a more resilient community. On day one, the IEM Team is ready to hit the ground running in City of Weslaco.

At IEM, we have extensive connections to the mitigation community which helps us understand, at a strategic level, ways in which public infrastructure can be made more resilient. In fact, **Mr. Bryan Koon** serves as the Chairman of the Multi-Hazard Mitigation Council. His access to expert analysis and strategies from the Council will be invaluable to City of Weslaco. Other senior advisors include **Mr. Jon Mabry**, IEM's Vice President of Disaster Recovery, who successfully managed and implemented many infrastructure and mitigation programs using CDBG-DR funds after Hurricane Katrina in Mississippi with an unmatched record of compliance with regulations.

Our Senior Advisors will provide critical subject matter expertise, troubleshooting, and problem resolution support to our mainline staff. Like of our core team, these senior advisors were carefully chosen to meet the specific needs of City of Weslaco's CDBG-MIT initiative. Each advisor is a national thought leader in their field, having provided national leadership and innovations that have helped shape the nature of mitigation and recovery programs by FEMA and HUD. Among these advisors is **Ms. Pam Patenaude**, the former #2 official at HUD, with oversight for CDBG programs nationwide, who is **prepared to support City of Weslaco in the forefront of the new CDBG-MIT program.**

Staff Qualifications in General Administration Services

Leading IEM's team for Grants Administration support to City of Weslaco are **Mr. Earl Randall** and **Ms. RM Jackson**. These two professionals bring exceptional experience with grant administration services, along with positive working relationships with HUD and the GLO. Together, they provide a bedrock on which the rest of our team can rely on for grant administration thought leadership and oversight.



Mr. Randall previously served as a Senior CPD Disaster Specialist and Field Office Director for HUD. As such, he brings extensive knowledge and familiarity with CDBG program compliance and execution. Mr. Randall provided management oversight for Louisiana's \$14.5B and the State of New York's \$3.8B Supplemental Disaster Appropriations. He ensured program compliance through ongoing monitoring and technical assistance. Served as a compliance monitor for Louisiana (Lead), New York (Lead), Texas, and several other states. He also assisted in the development of policy guidance for disaster grantees, and coordinated programmatic training for the States of Louisiana, New York, and other disaster grantees. Mr.

Randall has repeatedly served as Subject Matter Expert on Disaster Response and Recovery, providing technical assistance and guidance to elected officials on all HUD Programs.

At IEM, Mr. Randall provides Monitoring and Compliance Oversight across Disaster Recovery Clients in Texas, Florida, Louisiana, New Jersey, North Carolina, and Puerto Rico. As such, he repeatedly works with state and local governments to ensure grant administration and management aligns with HUD expectations. He provides subject matter expertise for CDBG-DR grant funding across IEM active grants.



Meanwhile, **Ms. Jackson** is currently embedded within the GLO as a team member providing program and project administrative services, technical assistance, guidance and oversight to grantees awarded CDBG-DR funds for the Affordable Rent Program (ARP) in the wake of Hurricane Harvey. She interprets and assists grantees in complying with rules and regulations of the DOL and HUD, specifically Davis-Bacon wage compliance and labor rules. She advises grantees on long-term strategic planning, agency operations, file maintenance, procurement and audit preparation, and closeout.

In addition, Ms. Jackson researches and identifies other potential additional funding streams, reviewing and ensuring agency policies and procedures comply with HUD housing programs regulations. She partners and collaborates with current and potential local stakeholders on outreach and delivery of programs and services to eligible families and individuals.

Beyond these grant administration leaders, IEM's proposed team bring additional experts in administrative duties. **Mr. Jared Jakubowski** brings exceptional leadership in CDBG-DR grant management, serving as IEM's program manager for the PR Hurricane Maria CDBG-DR recovery. **Ms. Sheila Hascall** has repeatedly led teams implementing HMA grant activities and providing oversight to subrecipient mitigation initiatives. Our technical advisors and IEM VPs, **Mr. Bryan Koon** and **Mr. Jon Mabry** both bring on-the-ground experience managing billions in federal grants, ensuring subrecipients receive the support they need to successfully implement mitigation using CDBG and FEMA funds.

Beyond these and other proposed staff, the IEM Team's technical bench offers City of Weslaco access to hundreds of grant administration experts.



These professionals routinely perform administrative duties in relation to CDBG, HMA, acquisition, appraisal, and advisory services. They have provided oversight, scheduling, budgeting, deliverables, and sub-consultants. They have provided negotiation of scope of services, contracts, work authorizations, fee schedule, expenses, invoices, etcetera. State and consultants.



Staff Qualifications in Construction Management

For City of Weslaco's CDBG-MIT program, IEM has identified **Mr. Paulo Monteiro dos Santos** to serve as Construction and Engineering Manager. Mr. dos Santos will be backed by additional construction management staff as needed, drawn from our extensive technical bench. In particular, staff from IEM, Arcadis, and Waggoner will be available to support City of Weslaco's construction management needs.



Mr. dos Santos has served as a senior project/program manager for construction projects on behalf of Arcadis for over five years. He is responsible for two out of five Mega Reservoir sites under construction in Qatar, managing a team of twenty highly skilled personnel in the areas of detailed design, design review and site supervision. Both sites include large pumping stations, each capable of lifting 175,000 U.S. gpm of potable water which is stored in 5 massive concrete reservoirs, each of them with a storage capacity of about 115 million U.S. gallons and set to be the biggest kind in the world. These reservoirs are recognized by Guinness World Records to be the biggest reservoirs in the world.

Beyond this experience, Mr dos Santos has also provided Dam inspection for several dams in the Puerto Rico Aqueducts and Sewer Authority portfolio. He served as Project Director to the Pretarouca Dam: 95 ft tall concrete gravity dam, 660 ft long pre-stressed concrete bridge across a stretch of the reservoir basin, 2.5 mi wildlife by-pass channel and fish ladder, automated pneumatically actuated gate weir and access roads network, penstocks, gate valves, drainage systems, instrumentation, control systems and environmental impact minimization works.

Mr. dos Santos will receive technical and subject matter expertise from **Mr. Jared Jakubowski**, who has managed over 50 contracts for construction of public infrastructure and public facilities, engineering, architecture, auditors, and many others. For example, for the City of Moore, OK, Mr. Jakubowski managed a redevelopment project, converting 15 acres of land damaged in a tornado into a mixed income mixed-use development with over 250 units. Mr Jakubowski has managed a budget and projects over \$200 million annually, staff, contractors, and consulting firms for over 200 people, and 20 - 100 projects annually. This includes construction companies and their affiliates.

When additional construction management staff are required, the IEM Team has identified 77 additional Construction Management personnel who may be onboarded quickly from our internal staff. These highly qualified staff have work on Construction Management services for a variety of state and local customers.

This includes disaster recovery housing and infrastructure programs in Louisiana, Mississippi, Florida, Puerto Rico, Texas, and more. The construction and engineering focused projects have spanned a large variety of infrastructure needs, including , roads; drainage; water wells and tanks, water supply lines; wastewater treatment facilities, sewer pump stations, force mains and gravity sewers; and site work.

Our staff have provided quality assurance on contract documentation for construction companies, reviewed documents and work progress to allocate proper funding on all contractor/applicants draws. These multi-million dollar projects include numerous initiatives that align with the mitigation goals outlined for City of Weslaco and its residents.

The IEM Team is continually building on this list of potential construction management personnel, ensuring we have the capacity to meet City of Weslaco's needs quickly, efficiently, and with high quality staff.

Staff Qualifications in Related Acquisition

The IEM Team offers exceptional leadership in Acquisition services related to infrastructure and mitigation projects. Our staff can provide a wide range of services in this area, including project management, negotiation, relocation, title curative, and disposal of property. Our staff provided relocation assistance to displaced business owners, residential owners and tenants and for personal property displacements. They are well-versed in real property acquisition and negotiation, appraisal principles and practices and map and plan reading. They bring a thorough knowledge and understanding of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, MAP 21 and TxDOT procedures and guidelines for relocation, acquisition and appraisal policies.



Our Property Acquisition lead, **Ms. Sheila Hascall**, is the ideal leader for acquisition services, having managed projects which entailed 1,620 property acquisitions over thirteen disaster grants. She has implemented processes and strategies to coordinate over \$450 Million in complex CDBG-DR funded/Global Match funds (supplemental funds) and projects which entailed 1,181 property acquisitions over eight (8) disaster grants and closed 7 of the 8.

Ms. Hascall managed the Sidney GreenPlain project - a 140-acre "GreenPlain" which transformed vacated neighborhoods into a high-capacity, green infrastructure floodplain that would handle millions of gallons of floodwater and use natural areas to improve water quality. The Vacated neighborhood projects included elevation of 35 residential structures (FEMA HMGP funded \$3 Million) acquisition/Demolition of 101 residential structures (CDBG-DR funded) and development of GreenPlain in the Village of Sidney NY.

In addition, she worked with communities and Watershed districts to develop acquisition/Demolition projects. Obtained FEMA, local, State and HUD funds, Implemented and managed projects through closeout and submittal of 501-C forms to remove properties from FEMA's Severe Repetitive Loss (SRL) List. The intent was to remove residents from floodways and eliminate SRL. Developed 11 applications, acquired and demolished 338 structures (residential and commercial) totaling over \$43 million.

Ms. Hascall will be supported by a variety of technical advisors and surge staff as needed. Our subject matter experts have managed numerous acquisition projects across multiple states, counties, and cities. **Mr. Jon Mabry, Mr. Earl Randall, and Mr. Jared Jakubowski** all bring program management experience over acquisition and buyout programs, further enhancing the situational knowledge of our team.

In addition, the IEM Team includes numerous acquisition, buyout, and right of way organizations based in Texas and able to quickly accomplish needed tasks in support of Ms. Hascall and City of Weslaco. These additional experts have served on public infrastructure projects and utility projects requiring acquisition, as well as road construction projects requiring acquisition. They have provided services including appraisals and review appraisals, relocation services, FMV offerings, title services, and acquisition/closeout packages.

Drawing from this diverse group of partners, we have already identified 73 acquisition specialists able to support City of Weslaco with these tasks. Many of these specialists are located across the State of Texas, able to deploy quickly to support City of Weslaco.



Staff Qualifications in Environmental Review

The IEM Team understands the necessity of environmental reviews to support infrastructure, housing, and mitigation programs. Addressing the environmental impacts of mitigation efforts not only helps ensure construction, building, roadway, and waterway improvements do not adversely affect natural flora and fauna but ensures safety for nearby residents.



Ms. Lauren Bahlinger will serve as IEM's Environmental Lead for this contract, bringing nearly 10 years of experience with environmental management systems, disaster recovery, environmental assessment, HUD, and NEPA. Performs and manages the production of environmental assessments and reviews to ensure compliance with HUD, FEMA, and other relevant rules and regulations. She provides subject matter expertise regarding HUD's NEPA environmental review process and manages the production of Tier II site specific reviews.

In addition, Ms. Bahlinger manages subcontractor performance and adherence to contract requirements and coordinates resolution to critical path obstacles within the review process. She drives timely and accurate preparation of initial phase of the NEPA compliant environmental assessment review process and directs team activities for efficient step completion. She brings extensive experience performing ecological assessments of potential action sites including wetlands and endangered species site assessments.



Supporting Ms. Bahlinger will be **Mr. Jeremy Henson**, IEM's proposed Environmental Scientist. Mr. Henson currently serves as the senior technical permitting lead for a comprehensive pipeline integrity program related to stream crossings. He evaluates the ecological integrity and resources associated with each pipeline stream crossing to identify applicable permits and sensitive receptors. Mr. Henson coordinates with the U.S. Army Corps of Engineers for Clean Water Act compliance and with Texas Parks and Wildlife Department (TPWD) and Louisiana Division of Wildlife and Fisheries for state terrestrial and aquatic resource impacts. He also coordinates with TPWD's Kills and Spills Team for

aquatic resource relocation planning, including survey and relocation of state-listed threatened mussels, oysters, and other coastal aquatic resources.

Mr. Henson is currently a principal ecologist and leader of the Texas ecology and permitting group with 19 years of experience conducting and managing natural resource assessments and planning/permitting projects throughout the United States. He is also a certified ecologist through the Ecological Society of America. His project experience includes National Environmental Policy Act (NEPA) documents; wind energy studies; surface mining studies; wetland delineations and permitting in accordance with the U.S. Army Corps of Engineers; sensitive species habitat assessments and geographic information system (GIS) mapping; biological assessments; threatened and endangered species surveys; wildlife surveys; botanical inventories; and focused rare plant surveys.

When additional environmental specialists are needed, the IEM Team will rely on our robust technical bench drawing from the experience of IEM, Arcadis, and Waggoner. We have identified 46 additional experts in environmental reviews and related services, staff who have provided on-the-ground support for recover programs adhering to HUD, FEMA, NEPA, state, and local rules and regulations. We believe in supplying surge support for grants administration and management programs from within our contracting team, ensuring proven experts are deployed for our customers and institutional knowledge is consistently maintained.

47 ENVIRONMENTAL REVIEWERS

PRESENT AND PROJECTED WORKLOAD

IEM brings the staffing and corporate capacity to successfully meet a large project workload.

With the historic hurricane season of 2017, and with the high number of disaster recovery programs underway in numerous states, experienced emergency management personnel continue to be in high demand. Before the 2017 season, IEM had aggregated and amassed many key experienced personnel for the ongoing projects in Louisiana and New Jersey. With the fast-paced successes of Restore Louisiana, we have been able to continue to leverage our experienced disaster management experts as new CDBG and Mitigation programs have rolled out over the following years, in Florida, Puerto Rico, North Carolina, Louisiana, and Texas.

**OUR ABILITY TO RETAIN EXPERIENCED STAFF AND FIND NEW WORK FOR THEM
AS VARIOUS PROGRAMS BEGIN AND END HAS ALLOWED US TO CARRY OVER
UNRIVALED EXPERTISE TO EACH NEW PROGRAM WE MANAGE.**

As such, IEM is equipped to staff and scale teams of tightly integrated and highly-experienced CDBG and Mitigation experts to City of Weslaco for immediate deployment to meet current or future disaster CDBG-MIT grants management and administration needs. IEM was selected to support our nation's most recent disasters: Hurricane Irma in FL, Hurricane Maria in PR, Flooding Events in LA, Hurricane Matthew and Florence in NC, Hurricane Harvey, right here in TX. Figure 1 highlights these programs along with other program's where IEM serves as Program Manager. Combined with existing projects, across these programs, we have simultaneously managed over a thousand IEM and subcontractor staff for programs totaling \$4.3 Billion in federal dollars – on IEM's prime contracts alone.

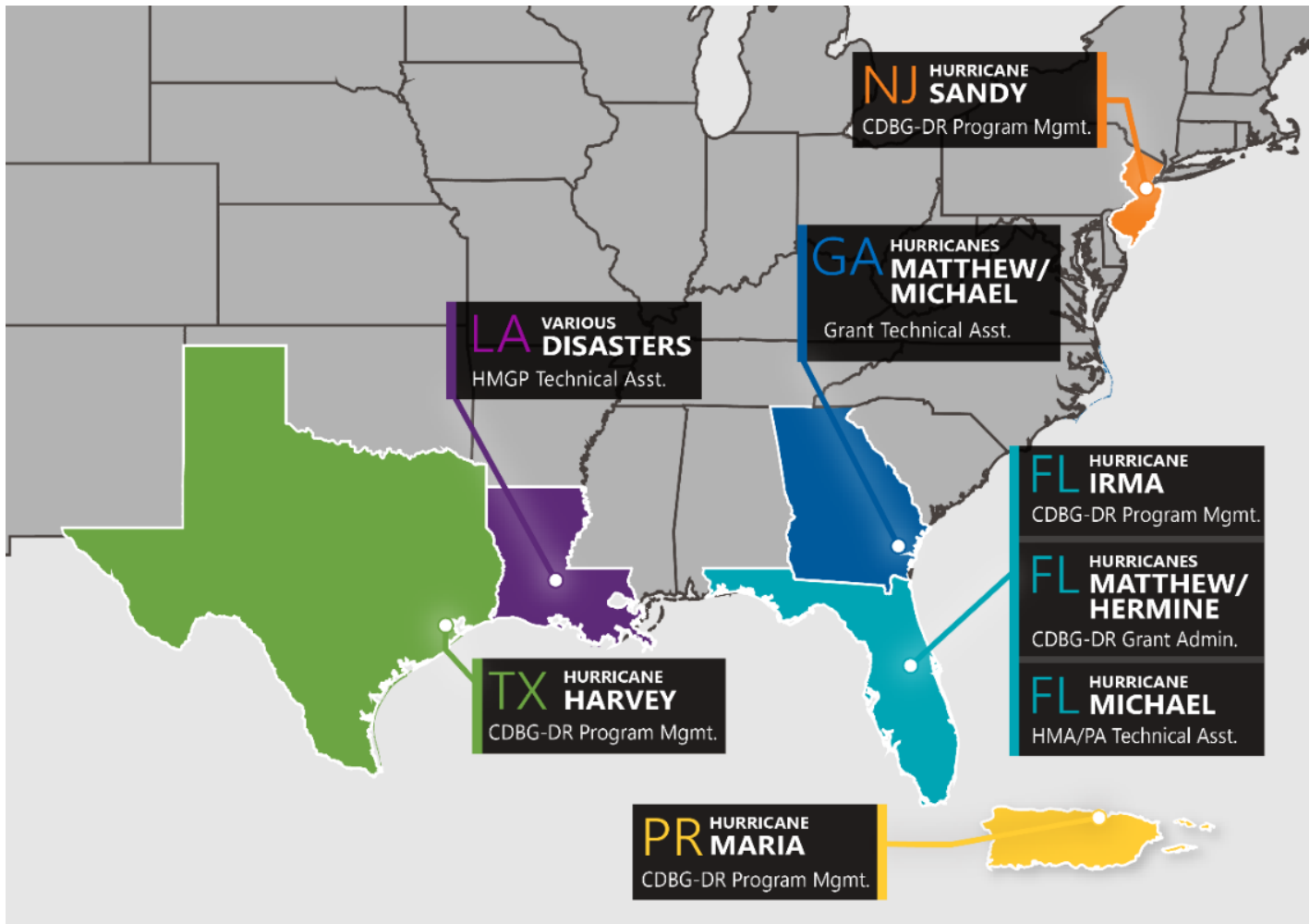


Figure 2: Large, ongoing disaster recovery projects currently managed by IEM as the prime contractor.

IEM currently maintains a permanent workforce of about 446 full-time personnel. These staff are made up of industry experts in disaster planning, response, recovery, and mitigation. We further augment our pool of available staff through our subcontractors, who bring a total of over 3,500 personnel, with over 350 residing in the state of Texas alone. Through these resources, we commit to staffing all open positions with known, qualified experts before turning to outside hires.

The IEM Team maintains offices and staff projects in cities across Texas, including Austin, College Station, Conroe, Corpus Christi, Dallas, Denton, El Paso, Fort Worth, Houston, Jasper, Midland, Odessa, San Antonio, San Marcos, and Texas City. Our staffing capabilities are both broad and deep, allowing us to easily ramp up and ramp down support as needed. In fact,

with offices in Austin and San Antonio, the IEM Team is able to deploy subject matter experts to assist City of Weslaco within hours, not days.

City of Weslaco will directly benefit from partnering with a contractor who can not only meet their immediate needs, but are prepared to deploy additional resources as needed, all while maintaining the same exceptional standard of service. A deep technical bench, one made up of dedicated emergency management resources with the knowledge and skills necessary to hit the ground running, is a critical resource. City of Weslaco's ideal contractor will be prepared to meet whatever future workload City of Weslaco may require under this contract. When IEM engages with a client, we provide the solution that we believe will be the best fit for their needs and desired outcomes. We listen and adapt. Based on what will best serve the client, we may work primarily by using in-house resources or we might serve as a program manager leveraging the contributions of specialized subcontractors. We employ a "best athlete" approach, showing no preferential treatment to one partner or another – seeking to fill each open position with the best candidate possible.

For City of Weslaco's CDBG-MIT contract, IEM proposes to provide a mix of in-house resources, subcontractors, and consultants in order to deliver the best value to City of Weslaco and its community. In addition to providing a core team of experienced grants management, mitigation, and supporting personnel, we will also be making use of the extensive resources available through the IEM Team's technical bench to ensure IEM will serve as prime and lead the support throughout all phases of the contract.

Our team boasts an exceptional number of experienced staff who can be leveraged to support all areas of expertise outlined in the RFP. We have already identified hundreds of known, internal staff who are able to be deployed to fill open positions or meet surge requirements as needed. This includes 333 grant administration experts, 77 construction management personnel, 73 acquisition specialists, and 47 environmental experts. Our management team continues to identify potential candidates from within our organizations, creating a cadre of qualified staff ready to deploy to support the city's CDBG-MIT program.

Should additional staff be needed beyond the scope of this technical bench, IEM also employs a proactive recruiting approach to ensure all new/replacement personnel successfully meet client needs.

IEM maintains an in-house recruiting department, which is experienced in rapidly building teams to deploy for disaster response and recovery operations. Our innovative and forward-thinking group maintains a dynamic database of experienced Emergency Management Professionals with specialties in FEMA HMA programs, as well as Finance, Regulatory Compliance, Preparedness, Recovery Planning and Long-Term recovery. We have full-time employees located in Texas, and others in bordering jurisdictions.

DEMONSTRATED UNDERSTANDING OF CDBG-MIT SCOPE

IEM is one of a small number of firms with direct experience supporting CDBG-MIT, while also bringing staff who are thought leaders in CDBG-DR and Mitigation.

For over 30 years, IEM has helped Federal agencies, States, counties and cities prepare for, respond to, and recover from the worst disasters in U.S. history. **Our staff have effectively helped manage billions of dollars of mitigation and recovery assistance**, coming from a wide array of sources and programs, including federal, state, local, non-profit, philanthropic, and private sector organizations. When it comes to designing, implementing, and overseeing successful mitigation and CDBG-DR programs, IEM supplies the best and most qualified staff, who thoroughly understand the value to our clients of serving as a single point of accountability and program delivery, and how vital it is to attain and leverage every dollar possible for recovery.

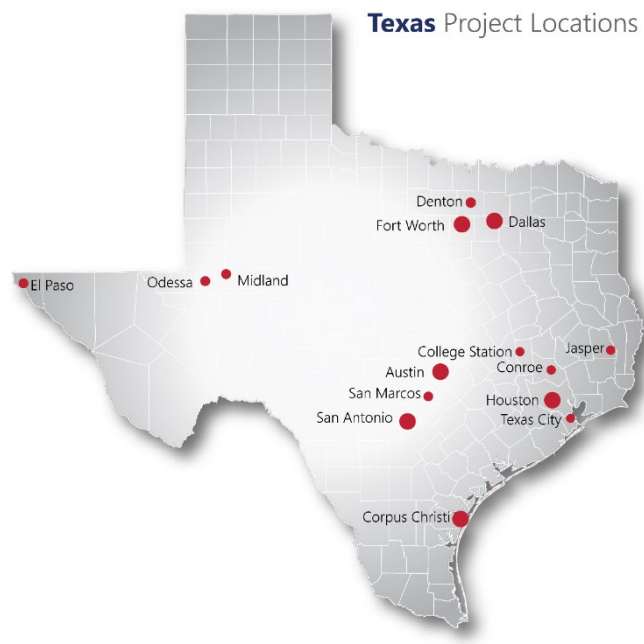


Figure 3: The IEM maintains offices and programs across the State of Texas.

- As **leaders in mitigation**, IEM staff have provided both grants management and project implementation to a variety of state-level clients, including New York and Louisiana. IEM also brings more than three decades of experience developing Disaster Mitigation Act of 2000 (DMA), Flood Mitigation Assistance (FMA), Community Rating System (CRS) compliant hazard mitigation plans that also meet Emergency Management Accreditation Program (EMAP) standards. The company's natural hazard mitigation planning experience includes approximately 132 state and local natural hazard mitigation plans nationwide, which provide coverage for roughly 1,940 jurisdictions. We understand the complete mitigation process, from planning and program design, all the way through program execution, monitoring, and oversight.
- As **leaders in CDBG-DR**, IEM staff are managing the largest CDBG-DR housing recovery programs in the nation. Our understanding of the CDBG-DR program is unrivaled and our expertise in this area will be invaluable to making the most out of the CDBG MIT program. As with mitigation, our experience in CDBG-DR spans the entire program lifecycle. IEM and its leadership have designed and executed some of the most successful, state-level CDBG-DR programs in the nation, supporting all phases from outreach to closeout. We have also provided technical assistance, training, and subrecipient oversight for our state-level clients, supplying our expertise to ensure successful grants management and monitoring.

IEM staff are also a leader in the use of Global Match – combining FEMA Public Assistance, Hazard Mitigation Grant Program, CDBG-DR, and State and private funds to resource significant infrastructure and housing projects.

BEYOND ITS LEADERSHIP IN BOTH CDBG-DR AND MITIGATION, IEM IS ONE OF THE FEW FIRMS TO HAVE EXPERIENCE SUPPORTING CDBG-MIT PROGRAMS. OUR EXPERTISE IS DRAWN FROM OUR EXCEPTIONAL STAFF, WHO HAVE EXPERIENCE COMBINING MULTIPLE FUNDING STREAMS AND IMPLEMENTING MITIGATION INITIATIVES USING CDBG FUNDS.

For example, **Mr. Shelby Rushing** conducted a Community Lifelines Assessment for the City of San Marcos, Texas, to identify vulnerabilities and dependencies among the city's lifelines. This program directly supported San Marcos's CDBG-MIT activities. Mr. Rushing interviewed dozens of personnel across all seven lifelines and developed a written report examining the most vulnerable lifelines to allow the city to prioritize restoration and enhance its overall resilience. This assessment will be used by the city to augment its CDBG-MIT Action Plan, reinforcing the city's mitigation needs and funding requests. Through Mr. Rushing's efforts, San Marcos will be better prepared to plan, apply for, and implement its CDBG-MIT funding.

In addition, **Ms. Sheila Hascall** worked closely with the NY State Hazard Mitigation Officer and the Governor's Office of Storm Recovery to creatively use Global Match for major infrastructure and resiliency projects, including flood buyouts, acquisitions, and water/wastewater projects. IEM's assistance with FEMA HMGP public-sector project work included \$1 billion for wastewater plant reconstruction and improvement in the two largest counties on Long Island. Overall, we implemented \$1.5 billion in global match. IEM also wrote the \$1.5 billion Global Match application for the State of Louisiana after Hurricanes Katrina and Rita – gaining FEMA approval just two weeks after submission of the application.

Ms. Hascall also led a team of IEM staff in supporting mitigation efforts for the Upper Hudson, Mohawk, and Oswego River basin communities in Upstate New York. Her team developed an application to develop **an \$8.5 million enhanced flood warning and optimization system** for three independent watersheds that collectively encompassed 27 Upstate New York counties associated with the New York State Canal System. This Flood Gage project included installation of 22 stream gages, 84 stage gages, and gages on **three river basins** which covered **13,180 square miles of basin drainage area**. With risk for regulatory and program compliance (especially environmental and expedited period of performance), Ms. Hascall and her team provided **expert grant management** from **implementation** to **project closeout** and ensuring no clawback of funds occurred due to non-compliance. Inclusion of multiple watersheds that fed into each other in the project resulted in a coordinated and wholistic capacity to monitor flooding and provide systemwide notification during early flood development stages.

ITEM STAFF ARE RESPONSIBLE FOR THE DEVELOPMENT AND APPROVAL OF THE LARGEST CDBG-DR FUNDED MITIGATION PROJECT IN HISTORY

ITEM Senior Advisor, **Mr. Jon Mabry**, performed grant management services for more than 300 public infrastructure projects funded with more than \$3B in CDBG DR funds with each project being designed with Storm Mitigation measures. We oversaw the development and approval of a Master Plan for a \$641 Million CDBG DR water and wastewater mitigation Project. The Project is considered to be the largest Mitigation Project funded with CDBG DR funds in history. The purpose of the project was to guide settlement North of the Coastline to protect and mitigate people and businesses from future disasters. The project consisted of 67 projects that resulted in:

- 338 Miles of Water Main Piping
- 291 Miles of Sewer Main Piping
- 31 Elevated Water Tanks
- 32 Number Water Supply Wells
- 59 Number of Wastewater Pumping Stations
- 17 Wastewater Treatment Facilities
- 47,570 Septic Tanks Eliminated or Avoided
- 23 Number of Lagoons and Treatment Facilities Eliminated

The Project was monitored and audited numerous times by HUD, the Office of Inspector General (OIG) and the State Auditor's Office with no findings. We performed overall grant management services from performing public meetings, preparing program budgets, schedules and amendments, assisting with Procurement (RFP Preparation, Evaluation & Contracting), evaluating program results against stated objectives, developing systems of controls for assuring compliance with program and HUD requirements including execution of monitoring plan, preparing reports and other compliance documents related to the program for submission to HUD, developing interagency agreements and agreements with sub recipients and contractors to carry out program activities, overseeing engineering, land acquisition, uniform relocation and construction management activities and Closeout.



Earl Randall

Grant Manager

20 Total Years of Experience

Mr. Randall managed \$18.3 Billion in Supplemental Disaster Appropriations for Louisiana and New York.

EXPERTISE

- CDBG-DR Grant Management
- Monitoring & Compliance
- Quality Control

EDUCATION

- M.P.A., Public Administration | Louisiana State University, 2000
- B.A., General Studies | Louisiana State University, 1998

CERTIFICATIONS & TRAINING

- American Society of Public Administrators
- Conference of Minority Public Administrators

PROFESSIONAL QUALIFICATIONS

Mr. Randall is an experienced grant manager with more than 20 years of experience, including several years with the Department of Housing and Urban Development (HUD). Mr. Randall previously managed \$18.3 Billion, cumulatively, in Supplemental Disaster Appropriations for Louisiana and New York. He has also provided senior level advisory for several clients, including guidance and technical assistance for program policies, procedures, and implementation to the Texas Program Management Offices (PMO) for the Hurricane Harvey Housing Recovery Program. Mr. Randall is currently providing CDBG-DR Advisory Guidance for Texas GLO, and several other government entities.

RELEVANT EXPERIENCE

Director of Monitoring and Compliance, IEM, 2019-Present

Provides Monitoring and Compliance Oversight across Disaster Recovery Clients in Texas, Florida, Louisiana, New Jersey, North Carolina, and Puerto Rico.

Provides senior-level advisory guidance and technical assistance for program policies, procedures and implementation to the Program Management Offices (PMO) for the Hurricane Harvey Housing Recovery Program (TX), Hurricanes Hermine, Matthew, and Irma (FL), and Hurricane Maria (PR).

Provides CDBG-DR Advisory Guidance to IEM Client's Senior Leadership for Texas GLO, Office of Community Development, Florida Department of Economic Opportunity, and Puerto Rico Department of Education Vivienda.

Provides Subject Matter Expertise for CDBG-DR grant funding across all IEM active grants.

Field Office Director, Louisiana, Department of Housing and Urban Development, 2014-2018

Served as the Secretary's Representative for the Louisiana Jurisdiction.

Carried out All Secretarial Initiatives promoted throughout the State of Louisiana and HUD Region VI.

Served as Subject Matter Expert on Disaster Response and Recovery.

Facilitated Partnerships with Federal Agencies as a member of the Federal Executive Board.

Served as the Housing Recovery Support Function Field Coordinator for Disasters in Louisiana.

Provided technical assistance and guidance to elected officials on all HUD Programs.

Identified opportunities for maximizing production through systems testing and business rule development.

Senior CPD Disaster Specialist, Department of HUD, Community Planning & Development, 2007-2014

Provided management oversight for Louisiana's \$14.5B and the State of New York's \$3.8B Supplemental Disaster Appropriations.

Ensured program compliance through ongoing monitoring and technical assistance. Served as a compliance monitor for Louisiana (Lead), New York (Lead), Texas, and several other states.

Assisted in the development of policy guidance for disaster grantees. Coordinated programmatic training for the States of Louisiana, New York, and other disaster grantees.

Facilitated interactions between grantees (LA & NY) and the Department about the use of disaster funding.



RM Jackson

Grant Administrator

15

Total Years of Experience

Ms. Jackson has worked extensively in grants writing and management, helping communities maintain compliance with state and federal grant program requirements.

EXPERTISE

- Grant Writer
- Policy Analysis
- Budget Development

EDUCATION

- B.A. | Rockhurst College

CERTIFICATIONS & TRAINING

- National Association of Housing and Redevelopment Officials

PROFESSIONAL QUALIFICATIONS

Ms. Jackson is a grants management professional with more than 15 years of experience in grant writing and administration, program and project management. Ms. Jackson has provided her grants expertise to various housing programs and initiatives, such as the Texas General Land Office (GLO). She has worked in redeveloping communities while maintaining compliance regarding state and federally funded grant programs. Ms. Jackson has managed several high-level grants, including one valued at more than \$410 Million for the City of Baton Rouge.

RELEVANT EXPERIENCE

Housing & Community Development Program Manager, Grantworks, 2019-Present

Detailed and embedded within the State of Texas General Land Office (GLO) as a team member providing program and project administrative services, technical assistance, guidance and oversight to grantees awarded CDBG-DR funds for the Affordable Rent Program (ARP) in the wake of Hurricane Harvey.

Interprets and assists grantees in complying with rules and regulations of the Department of Labor and U.S. Department of Housing and Urban Development (HUD), specifically Davis-Bacon wage compliance and labor rules.

Advises grantees on long-term strategic planning, agency operations, file maintenance, procurement and audit preparation, and closeout.

Researches and identifies other potential additional funding streams, reviewing and ensuring agency policies and procedures comply with HUD housing programs regulations.

Partners and collaborates with current and potential local stakeholders on outreach and delivery of programs and services to eligible families and individuals.

Chief Operations Officer, Spartanburg Housing Authority (SHA), 2018

Assisted the Chief Executive Officer in the administration and daily routine operation of public housing agency for the county/city in South Carolina.

Developed a long-term strategic plan for rehabilitation, renovation, and redevelopment of properties in the agency portfolio using annual Capital Fund Program award and Rental Assistance Demonstration (RAD).

Researched and identified other potential funding streams for agency use for development and implementation addressing current portfolio of residential properties and forecasting future needs.

Reviewed and ensured agency policies and procedures complied with HUD housing program regulations.

Executive Director, Vermilion County Housing Authority (VCHA), 2016-2018

Administration of the turnaround of a “troubled” public housing agency located in rural eastern Illinois.

Reviewed and revised all agency policies and procedures in addition to educating Board of Commissioners, residents, and staff on complying with HUD housing programs rules and regulations.

Partnered and collaborated with local social service agencies, government departments, and local churches on outreach and delivery of programs and services to eligible families and individuals.

Developed a long-term strategic plan for the rehabilitation, renovation, and redevelopment of properties in the agency portfolio using the annual Capital Fund Program award.

Infrastructure Compliance Analyst, Providence Technical Services and Shaw Group, Baton Rouge, 2011-2015

Detailed to the State of Louisiana Office of Community Development Disaster Recovery Unit.

Administration, monitoring, guidance, and provision of technical assistance to grantees awarded CDBG-DR funds for repairs to infrastructure damaged by Hurricanes Katrina/Rita, Gustav/Ike, and Isaac.

Coordinated technical assistance with parish and local governments, non-profit grantees and their chosen consultants via on-site meetings, teleconference and site visits.

Reviewed project proposals submitted by grantees including the compilation, analysis, and interpretation of various data sources.

Assisted in compliance monitoring of funds in excess of \$410 Million.

Grants Administrator, City of Hammond, Louisiana, 2004-2011

Administered and delivered new programs such as Revolving Loan Fund (RLF), the American Dream Downpayment Initiative 1st Time Homebuyer Program; Federal Home Loan Bank of Atlanta and Dallas Owner Occupied Rehabilitation programs citywide.

Coordinated the planning and delivery of federal grant writing training.

Researched funding opportunities and develop letters of intent or proposals for local government.

Strategized, implemented, and monitored grant awards; and conducted evaluations and audit closeout.

Disseminated information on available grant funding to local social service agencies and provided technical assistance.

Solicited over \$10 Million including in ARRA Funds.



Rachel Ingle

Mitigation Planner

13

Total Years of Experience

Ms. Ingle has led the planning effort in receiving over \$20M in CDBG-MIT funding as well as over \$19M in CDBG-DR funding for the San Marcos municipal government.

EXPERTISE

- Disaster Response
- EOC Solutions
- Project Management
- Public Assistance

EDUCATION

- Executive Leadership Certificate, Leadership in Crises, Harvard University
- Bachelor of Science, Emergency Management & Homeland Security, Jacksonville State University
- Associate of Applied Science, Disaster Preparedness

CERTIFICATIONS & TRAINING

- Over 50 FEMA, State, and locally delivered courses
- State of Texas Certified Emergency Manager
- IAEM Certified Emergency Manager

PROFESSIONAL QUALIFICATIONS

Ms. Ingle has an extensive background in disaster response and recovery that includes work at the local, state, and federal level. She most recently deployed to the State of Illinois to assist in developing their Long-term Strategic Recovery and Implementation Plans for COVID-19. Her work as the Director of Emergency Management for San Marcos, Texas solidified her career in response and recovery from COVID-19. She led the response countywide for over 35 agencies and led the Long-term Recovery Task Force. Ms. Ingle has led the planning effort in receiving over \$20M in CDBG-MIT funding as well as over \$19M in CDBG-DR funding for municipal government. She has experience in HMGP project management completing multiple project worksheets and receiving over \$5M in funding. Her notable disaster response experience includes working in the State Medical Operations Center for Hurricane Harvey, Zika Virus response, and several flooding incidents. At the federal level, Ms. Ingle has deployed as an Emergency Manager for the USAF in CBRN response, multiple fatality aircraft incidents, the Bonnaroo Music and Arts Festival, and several airshows.

Ms. Ingle's novel approach to problem solving, ability to manage and lead teams, and hands on disaster response and recovery experience makes her an invaluable resource in numerous disaster response and recovery projects.

RELEVANT EXPERIENCE

Project Manager, IEM State and Local Disaster Response and Recovery, DR 4489: Illinois Emergency Management Agency, July 2020

Deployed to Illinois Emergency Management Agency to develop a COVID-19 Long-term Strategic Recovery Plan. This plan required coordination and communication between federal, state, and local partners for successful implementation. Currently coordinating the State's recovery implementation plan from COVID-19 with local, state, federal, and nongovernmental agencies.

City of San Marcos, Multiple Positions, TX, 2017-2020

Director of Emergency Management, City of San Marcos, DR 4485: COVID-19 San Marcos TX Emergency Management, Feb-July 2020

Served as the Director of Emergency Management to lead response and recovery for COVID-19 in San Marcos, located in Hays County, TX. Positions worked included EOC Director, Incident Command, and Policy Group Liaison. Recovery activities included planning for a second wave of COVID-19 with the creation of Alternate Care Sites, and by working with federal, state, and local partners to develop a Long-term Recovery Plan, Non-Congregate Cooling Center planning for summer heat waves, and an Isolation Facility for first responders.

DR 4159/4223/4245: City of San Marcos, TX

As the Emergency Management Coordinator, developed and scoped project worksheets, managing costs, and ensuring financial awards for the local jurisdiction. Ensured response and recovery costs were reasonable and documented and facilitated the reimbursement of over \$2M in disaster funds. Implemented a disaster finance policy encompassing disaster-related expense documentation, eligible cost reporting, and Incident Command training. Worked with a contractor to develop new software for damage assessments, debris removal, and time and cost reporting. Led the CDBG-MIT planning effort for the Mitigation Action Plan, resulting in approval to begin drawing down against the \$24M in available funds.

Texas Department of State Health Services, Multiple Positions, 2016-2017

Response and Recovery Unit, DR4332: Hurricane Harvey

Served as Planning and Intelligence Chief during the State's response to Hurricane Harvey coordinating the evacuation of multiple hospitals throughout the coastal region of Texas. Planned and coordinated reunification efforts across the state as well as mass fatality response efforts. Began the initial recovery process by tracking eligible costs, managing resources, and coordinating with federal and other state agencies.

Zika Public Health Response

Deployed to the State Medical Operations Center as the Situation Unit Leader and Documentation Unit Leader. Organizational skills and an attention to detail led to the successful documented response and containment of Zika Virus Disease in Texas.



Dustin Lanier

Procurement and Labor Standards Compliance

17 Total Years of Experience

Mr. Lanier has spent over 17 years in executive leadership roles in strategy and procurement for the state of Texas.

EXPERTISE

- State Procurement Leadership Stakeholder relations
- Creative Problem Solving

EDUCATION

- B.A., Public Policy Studies | Duke University, 1993
- B.A., Comparative Areas Studies | Duke University, 1993

CERTIFICATIONS & TRAINING

- Certified Public Procurement Officer (CPPO)

PROFESSIONAL QUALIFICATIONS

Mr. Lanier is an experienced professional with over 17 years of leadership in large scale organizational change in public sector initiatives of national significance. Through executive leadership roles in technology strategy and procurement strategy for the state of Texas, he has gained a strong experience in developing clear strategies, and executing those strategies from concept to contracts.

RELEVANT EXPERIENCE

Founder, Principal Consultant, Civic Initiatives, LLC, 2010-Presents

Founded a successful national practice with multiple employees to work with state and local clients on assessment and transformation efforts, with a focus on program maturity assessments, business process reengineering, and transforming procurement through optimizing the contract portfolio and the use of eprocurement systems.

Leads assessments of multiple state level procurement organizations across the nation, including leading transformation initiatives in Ohio and Missouri, assessment of the procurement function for Minnesota, Michigan, Kentucky, Hawaii, Nebraska, and Massachusetts.

Additional client work includes States of Arkansas, Oregon, Indiana, Maine, Cities of Philadelphia and Austin, Texas Department of State Health Services, Texas Department of Information Resources, and Texas General Land Office

Executive Director, Council on Competitive Government, Austin, TX, 2007-2010

Led the reengineering of a government program responsible for identifying and acting on opportunities to innovate in state government through new contracting approaches and improved business methods. The Council approach to identifying state services and large scale contracting is unique across the nation.

Responsible for independently solving problems in a variety of contract issues and for making strategic determinations to maximize the opportunity for competitive bidding and negotiations. Drove creative, successful solutions from concept to contract in a wide ranging array of government operations, including energy, fuel, fleet, print, mail, software licensing, document imaging, payment cards, GIS, and contingent labor. Implemented a variety of solutions that were individual and appropriate to the market space.

Expanded the use of CCG contracts with an annual spend value over \$64 million, producing biennial savings over \$37 million in the 2010-2011, and over \$10 million in new savings for future bienniums.

Recognized for innovative efforts through written articles about successes in GIS data acquisition, fleet sharing, and establishing state print shops as internal service providers.

Director of Strategic Initiatives, Department of Information resources, 2004-2007

Led division chartered to develop statewide technology policy, to strategically plan for statewide technology standards integration, and to maximize the value of current and future state technology investments.

Developed vision and construction of key arguments in three state strategic plans and two biennial performance reports, which resulted in many fundamental transformations in the Texas public sector.

Architected major technology legislative packages; developed and supported safe passage of HB 1516, 79th Legislature, the legislation that enabled the key powers and authority of DIR in regards to state technology centers, state commodity purchasing and the Texas Project Delivery Framework.

Initiated the establishment, transfer, funding or governance of several key state infrastructure initiatives, including the state Data Center System, the consolidated state health and human telecommunications network (HHSCn), and the state's Lone Star Education and Research Network (LEARN).

Instituted new outreach vehicles, including focus and working groups, searchable document libraries, email channels and interest group liaison activities. Created constituent-focused services models.



Dee Dalton

Financial Management Lead

13

Total Years of Experience

Ms. Dalton managed the income verification process for approximately 15,000 grant applications.

EXPERTISE

- CDBG-DR
- Recovery Programs
- Public Assistance
- Fraud Analysis and Documentation

EDUCATION

- M.S./M.B.A., Business Administration | Millsaps College, 2003
- B.B.A., Business Administration | Millsaps College, 2003

CERTIFICATIONS & TRAINING

- Certified Internal Auditor
- Certified Fraud Examiner
- Certified Information Systems Auditor
- Certification - Control Self-Assessment

PROFESSIONAL QUALIFICATIONS

Ms. Dalton is a seasoned financial professional with more than 13 years of experience in disaster recovery programs such as CDBG-DR and Public Assistance. Ms. Dalton has provided her expertise in numerous housing programs, such as the Hurricane Sandy Housing Recovery Program for the State of New York currently. She is also an accomplished grant manager, having managed the income verification process for approximately 15,000 grant applications for the Mississippi Development Authority. Ms. Dalton is also instrumental in launching the Interim Mortgage Program, a program dedicated to helping residents maintain housing in the wake of a disaster.

RELEVANT EXPERIENCE

Project QA/QC Officer, Hurricane Sandy Housing Recovery Program, IEM, 2014-Present

Serves as QA/QC Officer for IEM, supporting the New York State Disaster Housing Recovery Program.

Serves as Monitoring and Compliance Team Liaison for the Governor's Office of Storm Recovery (GOSR), focusing on correction of audit deficiencies identified by HUD, the Office of the Inspector General (OIG), and other entities.

Assisted in launching the consolidated Interim Mortgage Assistance Program; developed program policies, procedures, and QC measures. Recommended and managed the conversion of case files to a centralized system.

Assessed and submitted successful process change recommendations regarding GOSR's inclusion of Minority and Women's Business Enterprises (M/WBE) per HUD regulatory requirements and New York State procurement laws (Section 312 of NYS Executive Law 15-A and 5NYCRR Sections 142-144).

Documented in-place controls to minimize fraud, waste, and abuse of federal funds. Worked to make Verification of Benefits process more efficient.

Bureau/Program Manager, Gulf Coast Regional Infrastructure Program, Mississippi Development Authority, 2009-2014

Managed multiple administrative aspects of the Water/Wastewater/Stormwater Infrastructure Program, including financial functions, such as budgets, forecasts and projections, cash request reviews, and approvals.

CDBG program quarterly reporting requirements using HUD's Disaster Recovery Grant Reporting (DRGR) system.

Compliance coordination for various HUD reporting requirements (e.g., Davis-Bacon Act).

Assisted with HUD monitoring visits and OIG audits.

MDA Homeowner Assistance Program, Custom Value Partners, LLC., 2006-2009

Income Team Lead

Managed the income verification process for approximately 15,000 grant applications (Phase II/Phase III of the MDA Homeowner Assistance Program).

Managed relationship with Mississippi Department of Employment Security (MDES) and the transition and processing of MDES comparison data, including data audits.

Developed and implemented policies and procedures for the income function, including income analysis, exception management, and QC.

Provided timely response to internal and external auditors, including the HUD OIG.

Mortgage Team Lead

Managed and trained a team to secure mortgage lien confirmations from hundreds of lenders nationwide in support of the verification process for Phase I of the Homeowner Assistance Program; documented policies and procedures.

Liaised with lenders concerning all aspects of the program, including lender communications, Secure File Transfer Protocol (SFTP) problems, and grant closing assistance.



Stephanie L. Tennyson

Outreach & Citizen Participation

26 Total Years of Experience

Ms. Tennyson was the career SES Deputy Director and Acting Director of FEMA External Affairs for over four years.

EXPERTISE

- Emergency Support Function (EFS) 15: External Affairs
- Crisis Communication Outreach and Engagement
- DHS and FEMA Programs and Policies

EDUCATION

- M.S., (ABT) Science and Technology Studies | Virginia Tech 2010
- B.A., International Studies and Spanish | Washington College 1993

CERTIFICATIONS & TRAINING

- Certificate, Executive Leaders Program in Homeland Defense and Security, Naval Postgraduate School, 2016

PROFESSIONAL QUALIFICATIONS

Ms. Tennyson has 26 years of experience of public affairs, outreach and engagement experience in the fields of emergency management and homeland security, having served as the career executive for External Affairs at FEMA headquarters and the Deputy Assistant Secretary of Intergovernmental Affairs for the Department of Homeland Security. She has successfully developed and executed the full breadth of external affairs strategies in both the public and private sectors with emphasis on public engagement and outreach, Congressional and intergovernmental affairs, social media and strategic communications, and public service announcement (PSA) campaigns. As the Deputy Director for FEMA External Affairs, she directed the Agency's communications and engagement as the NRF Emergency Support Function-15 lead on 256 Major Disasters, 176 Fire Management Assistance Declarations, and 36 Emergencies.

RELEVANT EXPERIENCE

Chief Communications Director, IEM, 2019

Drives the development and implementation of the IEM's communications activities in alignment with the company's strategy. Executes effective media relations and digital engagement efforts. Serves as the chief spokesperson for the company. Works with the executive team to advance IEM's mission and maximize the company's impact.

Director, Florida Division of Emergency Management, Florida, 2011-2017

Managed Government Affairs for Silicon Valley-based artificial intelligence and machine learning start-up focused on creating resilient communities. Led efforts to create national level thought leadership roles to shape outcomes in support of One Concern's mission and clients. Developed, led, and maintained relationships with elected and appointed senior government officials at all levels of federal, state and local government, including association leadership to drive product adoption.

Government Affairs Lead, One Concern, 2017-2019

Successfully developed and executed Congressional strategy, managed and worked with outside lobbyists, to garner inclusion of recommended language in the report accompanying the House and Senate Homeland Security Appropriations for fiscal year (FY) 2019 supporting the use of artificial intelligence and machine learning technologies in disaster preparedness, response, recovery, and mitigation. Engaged national level associations (e.g., National Governors Association, National League of Cities, U.S. Conference of Mayors) to secure speaking opportunities and develop panels for conferences to educate public officials and stakeholders regarding One Concern's technology. Mapped stakeholder landscapes to understand networks of influence and inform business goals and strategies, building fact-based narratives to support positions with elected officials and government stakeholders, and managing One Concern's reputation with corporate stakeholders

Deputy Director/Acting Director, External Affairs, 2013-2017

Facilitated the creation and implementation of FEMA's external affairs strategies to include public engagement and outreach, strategic communications, and Congressional and intergovernmental affairs across all forms of media and engagement channels, including traditional and digital media (e.g., multiple websites, Facebook, Twitter, LinkedIn, Instagram, Blog, Social Hub, FEMA App).

Directed communication and outreach strategies and programs supporting complex programmatic, regulatory, and key stakeholder proposals affecting FEMA and the Department of Homeland Security. Worked directly with all FEMA regional external affairs, including FEMA Region 6, to proactively address concerns, inform the public on FEMA programs and policies, and amplify disaster recovery messaging.

Directed the administrative, functional, and day-to-day operations of the Office, overseeing and determining budget and resource allocation as well as training and development program for External Affairs staff agency-wide, including a headquarters staff of 90 (disaster surge staff 600+) with annual budget of \$14.5 Million.

Led FEMA's centralized coordination and implementation for communication, stakeholder relations, and outreach to include public affairs, strategic communications, congressional affairs, intergovernmental affairs, internal communications, and private sector engagement.

Directed Agency communications and engagement as the ESF 15 lead on 256 Major Disasters, 176 Fire Management Assistance Declarations, and 36 Emergencies, including Hurricane Harvey and various presidentially-declared flooding disasters in 2015-2016 in the State of Texas.

Oversaw the nationally recognized Ready.gov public outreach preparedness campaign, including partnerships with the Ad Council, Warner Brothers, the Walt Disney Company, Nextdoor, Walmart, Home Depot, Target, and others.



Shelby Rushing

GIS Mapping

14

Total Years of Experience

Mr. Rushing served as GIS team lead for a \$1.45 Billion grant to support HMGP for the State of New York after Hurricane Sandy.

EXPERTISE

- Emergency Management
- GIS
- City Planning

EDUCATION

- Master of Geographic Information Systems | Pennsylvania State University, 2015
- B.A. | Mass Communication, Louisiana State University, 2003

CERTIFICATIONS & TRAINING

- Project Management Professional (PMP)
- Geographic Information Systems Professional (GISP)
- Hazus Practitioner/Hazus Trainer Professional

PROFESSIONAL QUALIFICATIONS

Mr. Rushing possesses over 13 years of experience in GIS Analysis in the areas of emergency management and disaster response and recovery. During his tenure with IEM, Mr. Rushing has provided his GIS expertise on various projects. He provided GIS support for Rebuild North Carolina in the wake of Hurricane Matthew, identifying flood zones. Mr. Rushing has experience in aggregating existing plans, datasets, and other documentation into dynamic GIS layers and applied scientific modeling, simulation, and validation. Mr. Rushing currently serves as Project Manager for the Port Authorities of New York and New Jersey, assisting in the update of their Emergency Operations Plans.

RELEVANT EXPERIENCE

Emergency Management Specialist and GIS Analyst, IEM, 2006-Present

Port Authority of New York and New Jersey (PANYNJ) Emergency Operations Plan (EOP) Review and Development

Served as project manager for an effort to review and update Emergency Operations Plans for 14 sites selected by PANYNJ, conducting a cross-walk of existing plans to identify commonalities, and developing an agency-wide All-Hazards EOP, a Corporate Crisis Communications Plan, and a COVID-19 Response Standard Operating Guide (SOG).

Led a team of planners, subject matter experts, and emergency managers to fulfill project objectives and ensure customer satisfaction. Developed project budget, schedule, project management plan, staffing, project design, and work assignments. Created weekly project reports, led internal team meetings, and interfaced with Port Authority personnel on a regular basis.

Led an after-action review (AAR) for a false alarm bomb threat at Newark International Airport in September 2019 that caused a mass self-evacuation. Coordinated a team of aviation and emergency management subject matter experts to deliver an in-person meeting with EWR and Port Authority

personnel and develop a written After-Action Review discussing findings and conclusions.

Served as Task Lead for an After-Action Review of a severe winter weather event that impacted John F. Kennedy Airport in January 2018, coordinating a team of aviation and emergency management subject matter experts and facilitators to produce a well-received in-person meeting and a written After Action Review discussing findings and conclusions.

Rebuild North Carolina

Provided GIS support to Rebuild North Carolina, which focused on recovery from Hurricane Matthew. Identified flood zones; repetitive loss and severe repetitive loss properties; HMGP-funded acquisition, elevation, and reconstruction projects as well as unmet needs; eligible and awarded properties; and properties impacted by Hurricanes Matthew and Florence.

2019 New York State Hazard Mitigation Plan Update

Served as project coordinator for the 2019 New York State Hazard Mitigation Plan in a dynamic, interactive website.

Led a team of mitigation specialists and coordinated with GIS personnel, web developers, and state employees to analyze FEMA plan requirements, organize a work plan, and break up the work into individual assignments and work packages to ensure project completion by the submission deadline.

The plan was approved by FEMA and adopted by the State of New York in December 2018.

Various Projects

Deployed to New York to support HMGP in response to Hurricane Sandy; served as data management, reporting, and GIS team lead for \$1.45 Billion grant, which received 2,466 letters of intent.

Served as Project Manager for a scenario development project with the City and County of San Francisco. Aggregated existing plans, datasets, and other documentation into dynamic GIS layers and applied scientific modeling.

Developed disaster scenarios and provided modelling analysis for Prince William County, VA. Worked with a team of analysts to develop scenarios for Extreme Rainfall and Flooding, Armed Assailant/Complex Coordinated Attack, and Passenger Rail incidents.



Lauren Bahlinger

Environmental Lead

11 Total Years of Experience

Ms. Bahlinger served as Head of Environmental Delivery for the Texas General Land Office Program.

EXPERTISE

- Environmental Assessment
- Compliance Review & Documentation
- Quality Control

EDUCATION

- M.S., Plant, Environmental Management & Soil Services | Louisiana State University, 2011
- B.S., Environmental Management Systems | Louisiana State University, 2008

CERTIFICATIONS & TRAINING

- Hazpower Certification, 2012-Present

PROFESSIONAL QUALIFICATIONS

Ms. Bahlinger has 10 years of experience with environmental management systems, disaster recovery, environmental assessment, sustainable agriculture, Hazpower, HUD, and NEPA. Ms. Bahlinger has performed numerous environmental assessments and reviews to ensure federal compliance for several projects including for Mississippi Development Authority, and Texas GLO. She has managed and coordinated environmental review processes, including preparation of environmental reviews, and management of environmental review staff.

RELEVANT EXPERIENCE

Environmental Lead, Restore Louisiana, Office of Community Development, 2017-Present

Provides subject matter expertise regarding HUD's NEPA environmental review process and manages the production of Tier II site specific reviews.

Manages subcontractor performance and adherence to contract requirements and coordinates resolution to critical path obstacles within the review process.

Lead Coordinator, Neighborhood Home Program, Mississippi Development Authority, 2009-2017

Drove timely and accurate preparation of initial phase of the NEPA compliant environmental assessment review process.

Directed team activities for efficient step completion.

Lead Environmental Delivery, Texas General Land Office Disaster Recovery Programs

Drove timely and accurate preparation of the environmental assessment review process including preparation of review processes and documentation, management of environmental reviews, and management of environmental review staff.

Performed quality control oversight.

Support client needs related to permitting and water quality management compliance and reporting.

Reviewed and interpreted applicable regulations for LPDES/NPDES submittals.

Preparation of HUD and NEPA compliant Environmental Assessments, Tiered Reviews, Site Specific Reviews for programs in Mississippi, Texas, and New Jersey.

Head of environmental delivery for Texas GLO Programs.

Performed ecological assessment of potential action sites including wetlands and endangered species site assessments.



Jeremy Henson

Environmental Scientist

19

Total Years of Experience

Mr. Henson has 19 years conducting and managing natural resource assessments and planning/permitting projects in the U.S.

EXPERTISE

- Environmental Assessments
- Permitting
- Conservation

EDUCATION

- M.S., Ecology | Texas State University – San Marcos
- B.S., Biology | University of Central Missouri

CERTIFICATIONS & TRAINING

- Certified Ecologist, Ecological Society of America
- 40-Hour OSHA HAZWOPER Training
- TxDOT Precertification Work
- 38-Hour Wetland Delineation and Management Training
- 24-Hour Shoreline Cleanup and Assessment Technique Training

PROFESSIONAL QUALIFICATIONS

Mr. Henson is a certified ecologist through the Ecological Society of America with 19 years of experience. Mr. Henson's project experience includes National Environmental Policy Act (NEPA) documents, wetland delineations and permitting in accordance with the U.S. Army Corps of Engineers, and biological assessments. He has worked with several high-level clients throughout his tenure with Arcadis as Principal Ecologist, such as ExxonMobil, the Department of Defense, and U.S. Fish and Wildlife Service. Mr. Henson is also knowledgeable in geographic information systems (GIS) mapping, threatened and endangered species surveys, and wind energy studies.

RELEVANT EXPERIENCE

Principal Ecologist/Ecology Group Leader, Arcadis, 2015-Present

Conduct and manage natural resource assessment and planning/permitting projects through the United States. 0

Projects include:

Water Crossing Integrity Program, ExxonMobil Pipeline Company, Texas and Louisiana

Currently serve as the senior technical permitting lead for a comprehensive pipeline integrity program related to stream crossings.

Evaluates the ecological integrity and resources associated with each pipeline stream crossing to identify applicable permits and sensitive receptors.

Coordinates with the U.S. Army Corps of Engineers for Clean Water Act compliance and with Texas Parks and Wildlife Department (TPWD) and Louisiana Division of Wildlife and Fisheries for state terrestrial and aquatic resource impacts.

Coordinates with TPWD's Kills and Spills Team for aquatic resource relocation planning, including survey and relocation of state-listed threatened mussels, oysters, and other coastal aquatic resources.

Magpetco Property Facility Expansion Project, ExxonMobil Research and Engineer, Port Neches, Texas

Contracted to prepare a U.S. Army Corps of Engineers (USACE) Section 404 Standard Individual Permit application for the Magpetco Property Facility Expansion project, which proposed to redevelop a former crude oil tank farm storage facility approximately one mile west of Port Neches, and one mile south/southwest of the Neches River.

Conducted a preliminary water of the U.S. delineation and preliminary jurisdictional determination and threatened and endangered species evaluation within the project site.

Submitted an IP application to the USACE Galveston district for the development of the project site and permanent impacts to the jurisdictional wetlands.

Dow Seadrift 26-Acre Wetland Development Project, Dow Chemical Company, Seadrift, Texas

Contracted by Dow Chemical Company to develop an emergent wetland community in an existing 26-acre stormwater detention basin located in the former Union Carbide Corporation Seadrift Operations Plant in Calhoun County, Texas.

Basin was converted to an emergent wetland community to enhance function of the stormwater detention feature by converting it to a wetland community and increasing vegetative diversity and microtopography.

Silver Springs Dam Revegetation Project, El Paso Water, El Paso, Texas

Contracted to develop a site vegetation restoration plan related to a newly constructed water control structure within a 4.47-acre area of the Silver Springs arroyo located in El Paso County, Texas.

Served as technical lead on the project and developed the restoration plan and planting methods, prepared to restore the native vegetation within the disturbed portions of the project area with a goal of restoring the site to the native pre-construction vegetative conditions, prevent long term soil erosion, and provide a relatively seamless visual integration of the project in to the existing landscape.

Lynn Creek Parkway Environmental Assessment, U.S. Army Corps of Engineers (USACE), Tarrant County, Texas

Assisted in the development of an environmental assessment for the proposal Lynn Creek Parkway and associated recreational developments at Joe Pool Lake in the City of Grand Prairie, Tarrant County, Texas, which assessed the environmental impacts associated with the proposed roadway and recreational developments and provided a comprehensive habitat mitigation plan for anticipated habitat modifications.

The plan incorporated a Wildlife Habitat Appraisal Procedure, GIS mapping of the habitat types, the development of suitable on-site mitigation efforts, and the analysis of off-site compensatory mitigation requirements.

Completed assessment supported efforts in securing Section 404 permitting from the USACE for physical impacts to waters of the U.S. and other non-regulatory USACE-owned lands.



Paulo Monteiro dos Santos

Construction Manager

15 Total Years of Experience

Mr. Paulo dos Santos successfully managed the design and construction of the Kahramaa Mega Reservoirs, the biggest reservoirs in the world.

EXPERTISE

- Water and Geotechnical Works
- Dams and Reservoirs
- Business Development
- Construction Management and Oversight

EDUCATION

- B.S., Civil Engineering | Instituto Politecnico de Braganca, Portugal

CERTIFICATIONS & TRAINING

- United States Society on Dams
- Association of State Dam Safety
- Society of American Military Engineers

PROFESSIONAL QUALIFICATIONS

Mr. Paulo dos Santos is an engineering professional with more than 18 years of experience in managing water and geotechnical works, focusing on safety and quality of major infrastructure. Mr. Paulo dos Santos has overseen the construction and evaluation of numerous dams around the United States, Puerto Rico, Portugal, and Qatar. He has successfully managed large dimension projects such as the coordination and supervision of detailed design and construction of two of the Kahramaa Mega Reservoirs, recognized by Guinness World Records to be the biggest reservoirs in the world. Mr. Paulo dos Santos is also knowledgeable in business development, team building and leadership, and technical management and oversight.

RELEVANT EXPERIENCE

West Dams Engineering Practice Lead/Senior Project and Program Manager, Arcadis, 2015-Present

Dam Safety Inspections, Puerto Rico Aqueducts and Sewer Authority (PRASA) Dam Portfolio

Dam inspection for several dams in the PRASA portfolio

Post Seismic Outlet Works Tunnel and Spillway Drainage Gallery Inspections, Toa Vaca Dam

Emergency inspection of PRASA's Toa Vaca Dam Outlet Works Tunnel and Spillway Drainage Gallery, performed in the wake of Puerto Rico's January 7, 2020 seismic event and subsequent aftershocks.

Water Security Mega Reservoirs, Arcadis Middle East, Qatar

Responsible for two out of five Mega Reservoir sites under construction in Qatar, managing a team of twenty highly skilled personnel in the areas of detailed design, design review and site supervision.

Both sites include large pumping stations, each capable of lifting 175,000 U.S. gpm of potable water which is stored in 5 massive concrete reservoirs, each of them with a storage capacity of about 115 million U.S. gallons and set to be the biggest kind in the world.

Detailed design services, site supervision and contract management services were provided.

MonteAdriano, Various Roles, Portugal, 2008-2011

Project Director, Pretarouca Dam, Portugal

Project Director to the Pretarouca Dam: 95 ft tall concrete gravity dam, 660 ft long pre-stressed concrete bridge across a stretch of the reservoir basin, 2.5 mi wildlife by-pass channel and fish ladder, automated pneumatically actuated gate weir and access roads network, penstocks, gate valves, drainage systems, instrumentation, control systems and environmental impact minimization works.

Project Director, Penedrao Dam, Portugal

Project Director to the Penedrao Dam: 89 ft tall off-channel zoned embankment dam intended for gravity and pumped storage system, supplied by a 98" diameter pipeline, 98 ft tall reinforced concrete inlet tower and access bridge, reinforced concrete spillway, reinforced concrete encased steel pipelines across the dam foundation, jet grouting and special foundations works, 6 mi of access roads, spillway and outlet pipelines, instrumentation, control system, rock fill lining and environmental impact minimization works.

Technical Advisor, Portugal

Technical Advisor:

- Ribeiradio-Ermida Dam: technical evaluation for concrete gravity dam
- Neckartal Dam [Namibia]: technical evaluation for concrete gravity dam
- Pedrógão Pipeline [Alqueva Dam irrigation system]: technical evaluation
- Barrage du M'dez [Morocco]: technical evaluation
- Vale do Gaio Hydraulic Circuit [Alqueva Dam irrigation system]: technical evaluation
- Demolitions in the Odelouca Dam basin: technical and commercial evaluation
- Roxo Dam Flow Segregation Circuit: field work for the technical study and concept
- Serpa Dam: forensic investigation of an earth fill dam
- Lapão Dam: earth fill dam rehabilitation study after an incident during first fill
- Faveta, Salineiro and Saquinho Dams [Cape Verde]: technical evaluation of two mortar stabilized rock fill dams and a concrete gravity dam



Sheila Hascall

Property Acquisitions

13

Total Years of Experience

Ms. Hascall managed projects which entailed 1,620 property acquisitions over thirteen disaster grants.

EXPERTISE

- FEMA HMA Program/Grant Management
- PDM, FMA, HMGP
- CDBG-MIT and CDBG-DR
- FEMA IA and PA
- Benefit Cost Analysis
- Flood Mitigation
- E-Builder
- FEMA Software
- FEMA Policy

EDUCATION

- A.A.S., Computer Science | Gateway Electronics, 1993

CERTIFICATIONS & TRAINING

- Certificate of Achievement, Professional Development Series, EMI, 2011
- NIS Basic Training, 2007
- NIS Procurement Training and Certification, 2007
- Mitigation E-Grants for the Sub-Grant Application

PROFESSIONAL QUALIFICATIONS

Ms. Hascall is a response and recovery SME with 13 years of experience in planning, developing and implementing HMA, Public Assistance (PA), Global Match, hazard flood mitigation (FMA), and individual assistance/household (IA/IHP). She developed and implemented the Global Match strategy for the State of New York, whereby the State used CDBG-DR-funded projects, State Revolving funds (EPA/NY SRF), USACE funds and State grants as a global match for Hazard Mitigation infrastructure grants, allowing the State to secure over \$450 million in match funds to leverage \$1.495 Billion in FEMA funds for Hurricane Sandy alone. Ms. Hascall managed Hazard Mitigation Assistance programs for 24 federally declared disasters in Nebraska, New York and Louisiana.

RELEVANT EXPERIENCE

Manager of Mitigation Programs, IEM, 2013-Present

Project Manager for the State of Nebraska's PA, HMGP and IA Contract, 2020-Ongoing

Technical Assistance contract for the implementation of Public Assistance, Hazard Mitigation Assistance and Individual Assistance programs for the Nebraska Emergency Management Agency (NEMA).

Project Manager for the State of Nebraska's Hazard Mitigation Plan update, 2020-Ongoing

Development of the 2021 States Standard Hazard Mitigation Plan for the Nebraska Emergency Management Agency (NEMA).

Project Manager for Mississippi District 3 Regional Hazard Mitigation Plan update, 2019-Ongoing

Development of the 2020 MEMA D-3 Regional Hazard Mitigation.

CERTIFICATIONS CONT.

- Mitigation E-Grants for the Grant Application
- Hurricane Mitigation Basics for Mitigation Staff
- Mitigation Planning Workshop for Local Governments
- Mitigation Planning Workshop for Local Governments
- FEMA EMI Independent Study Courses Over 80

Public Assistance and Hazard Mitigation Grant Technical Assistance Contract for State of New York.

Managed DR-4085 Hurricane Sandy HMGP on behalf of the State of New York. Assisted with the management of eight additional federally declared disasters.

Served as Task Force Lead for 70 consultants in the benefit cost analysis, quality assurance, quality control teams for Hurricane Sandy (DR-4085) HMGP in the State of New York, to assist in application development over 1,200 sub-grant applications and \$5.8 billion for submittal to FEMA Region II for consideration of federal funding Served as Grant Manager for the HMGP for DR-4085, managing up to 25 consultants for the implementation of the HMGP for the State of New York and working with over \$1.4 billion in federal funds.

Implemented processes and strategies to coordinate nearly \$400 million in Global Match funds and projects.

Program & Grant Manager for New York State Division of Homeland Security & Emergency Services (DHSES), IEM, New York, 2013-2019

Program/Grant Manager for DR-4085 Hurricane Sandy FEMA HMGP (\$1.495 Billion) on behalf of New York State Division of Homeland Security and Emergency Services.

Technical Advisor to DHSES on Federal Policy and Regulations.

Developed the Task Management Plan (TMP) to identify key stakeholders, risks, and vulnerabilities, which outlined the implementation and coordination of HMA and PA programs for DR-4085. This plan outlined the program strategy which enabled professional personnel and communities to implement short and long-term hazard mitigation and recovery measures.

Assisted the state in assessing and developing Mitigation Strategies from Hurricane Sandy and subsequent disasters.

Direct supervision of up to forty-four (44) subordinate HMA and PA professionals beginning October 2013 and implemented span of control right-sizing teams from 160 specialists down to a total of seven (7) professionals.

Provided technical advice to New York executives regarding to federal state and local rules, regulations, policies and laws for current and future disasters.

Directed and assisted in the application development and application review of over 2,500 applications in excess of \$5.8 Billion and submitted over 2,500 sub-grant applications to FEMA Region II for potential funding.

Implemented processes and strategies to coordinate over \$450 Million in complex CDBG-DR funded/Global Match funds (supplemental funds) and projects which entailed 1,181 property acquisitions over eight (8) disaster grants and closed 7 of the 8.

Managed the Sidney GreenPlain project - a 140-acre "GreenPlain" which transformed vacated neighborhoods into a high-capacity, green infrastructure floodplain that would handle millions of gallons of floodwater and use natural areas to improve water quality. The Vacated neighborhood projects included elevation of 35 residential structures (FEMA HMGP funded \$3 Million) acquisition/Demolition of 101 residential structures (CDBG-DR funded) and development of GreenPlain in the Village of Sidney NY.

Project Manager – Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP) – Baton Rouge LA (Remote) August 2016 - 2019

Project Manager for the Technical Assistance sub-contract, which provided qualified personnel familiar with all FEMA programs administered under the Stafford Act and National Flood Insurance Act (NFIA) (i.e., PA, HMA programs (HMGP, HM & PDM Planning), PDM, FMA, SRL, etc.). Duties include:

- Provided direct guidance on current and future federally declared recovery program operations, objectives, strategies, rules and regulations
- Supervision of twelve (12) subordinate HMA, PA, and trade professionals deployed to Baton Rouge

Nebraska State Hazard Mitigation Officer, Nebraska Agency, 2009-2013

Managed and implemented the HMGP for the State from federal declaration to programmatic grant closeout of **29 Disaster Grants**.

Managed Community Development Block Grant (CDBG), U.S. Department Housing and Urban Development (HUD), and Nebraska Game and Parks applications for non-federal match (global match) for open grants under HMGP.

Created solutions in the areas of reporting, NEPA compliance, grant application development, distribution of procedural changes and requirements, and streamlined processes.

Worked with communities and Watershed districts to develop acquisition/Demolition projects. Obtained FEMA, local, State and HUD funds, Implemented and managed projects through closeout and submittal of 501-C forms to remove properties from FEMA's Severe Repetitive Loss (SRL) List. The intent was to remove residents from floodways and eliminate SRL. Developed 11 applications, acquired and demolished **338** structures (**residential and commercial**) totaling over \$43 million.

Development and implementation of Policies for division programs. Developed and obtained FEMA approval for a State Standard Hazard Mitigation Plan. Mentored planning teams with identifying and recommending program priorities and activities.

Performed applicant briefings and mitigation workshops, including but not limited to project and application development (L-212/242 UHMA Grant Assistance Application Development Course), mitigation planning (G-318), safe room project development, and benefit cost analysis training.

Created detailed administrative plans for State HMA Grant Programs.

Developed and implemented Residential Safe Room Handbook, resulting in 49 residential safe rooms to be funded under the 404 HMGP.

Served as Rumor Control Specialist at Joint Information Center for all nuclear power plant exercises and events.

Nebraska Public Assistance/Individual Assistance Program Specialist, Nebraska Agency, 2007-2009

Assisted state agencies and local jurisdictions with administering and coordinating emergency management programs. As well as assist with state disaster preparedness and response and integration into the Federal homeland security program.

- **Recovery Planning**, implementation and coordination of Public Assistance (PA) programs
- Develop and implement the Public Assistance **Administrative Plan** for NEMA which contains the policies and procedures that will be used by the State of Nebraska, and administered by the NEMA, to request, format, obtain, and manage grants for Public Assistance.
- **Damage assessment** as well as providing technical assistance and guidance to applicants for Public Damage Assistance (state and local agencies)
- Reviewed and submitted to FEMA Request for Public Assistance (RPA) forms
- Determined eligibility of applicants and applications/Project Worksheets (PW) in conjunction with FEMA
- Developed 406 Mitigation PWs in coordination with sub-recipients (including PW versioning)
- **Managed CDBG Projects** where Mitigation efforts were not addressed or eligible under the PA program
- Ensured 406 mitigation measures were considered and implemented during the recovery process

- Scheduled and facilitated **applicant briefings**, applicant **Kick-off/scoping meetings** with designated eligible applicants in coordination with the FEMA Public Assistance Coordinator
- Reviewed, validated and submitted all reimbursement requests from sub-recipients and contractors for repair of infrastructure and facilities to pre-disaster condition
- Conducted site inspections of applicants to ensure compliance with all state and federal requirements
- Process project time extensions in accordance with 44 CFR, Section 206.204 (d)
- Approved disbursement of state and federal shares for small projects
- Ensure that all sub-recipients comply with contracting/procurement procedures, use civil rights compliance under Title VI and, where appropriate, use of minority contractors
- Supervised temporary employees.
- Ensured proper management of the program through the use of a tracking strategy for database management
- Collaborate with the SHMO in the management and administration of the HMP.
- Met with applicants and FEMA representatives regarding projects and appeals.
- Create and maintain applicant files and administrative spreadsheets
- Monitored **NEMIS/EMMIE** for PW/SA applications, obligation/award “packages/bundles”; provide reports with necessary documents
- Prepare payment requests for eligible projects to submit to Administration Section
- Manage programmatic correspondence with applicants
- Responds to inquiries on fiscal and program status
- Develop and disseminate quarterly “Progress Report” forms
- Prepare and submit Applicant Closeout Requests to FEMA
- Managed accounting close-outs, payment, and financial reporting for **15 PA Disaster Grants** and multiple Sub-grants



Pam Patenaude

Senior Advisor: HUD

35 Total Years of Experience

Served as Deputy Secretary of HUD, overseeing the Department's \$52 million budgets and 7,000 employees.

EXPERTISE

- Housing Finance
- HUD Policy and Regulations
- Community Development

EDUCATION

- M.S. Community Economic Development | Southern New Hampshire University
- B.S. | Saint Anselm College

CERTIFICATIONS & TRAINING

- Directly or indirectly involved in all HUD-funded Program from the years of 2001-2007 and 2017-2019
- Oversaw \$37 billion in disaster recovery funding as Deputy Secretary of HUD

PROFESSIONAL QUALIFICATIONS

Ms. Patenaude is the director of housing policy at the Bipartisan Policy Center (BPC). She brings more than 35 years of experience in housing, community economic development, real estate, and public policy. Prior to her role at BPC, Patenaude served as the Executive Vice President and founding Executive Director of the J. Ronald Terwilliger Center for Workforce Housing at the Urban Land Institute. Ms. Patenaude was nominated by President George W. Bush and confirmed by the U.S. Senate to serve as Assistant Secretary for Community Planning and Development at the U.S. Department of HUD where she administered more than \$8 billion of funds. Previously, she served as HUD's Assistant Deputy Secretary for Field Policy and Management and was responsible for the management of 70 field offices. Prior to her appointment at HUD, Ms. Patenaude served as State Director and Deputy Chief of Staff for U.S. Senator Bob Smith. She began her career in housing with the New Hampshire Housing Finance Authority.

RELEVANT EXPERIENCE

Senior Community Liaison, IEM, 2019-Present

Provides housing policy and long-term disaster recovery expertise to help execute IEM's disaster recovery housing projects quickly and efficiently.

Works with client stakeholders, elected representatives, state agency officials, and disaster survivors to help IEM better incorporate their varied needs into effective housing solutions.

Deputy Secretary, HUD, 2017-2019

Managed the day-to-day operations of the cabinet-level agency, including oversight of the Department's \$52 billion budget and 7,000 employees nationwide. Patenaude also served as chair of HUD's Disaster Management Group, overseeing \$37 billion in disaster recovery funding.

Director of Housing Policy, Bipartisan Policy Center

Serves as the Director of the Bipartisan Policy Center, a think-tank that actively promotes bipartisanship. The organization aims to combine ideas from both the Republican and Democratic parties to address the nation's key challenges.

Executive Vice President, Executive Director, Urban Land Institute, 2007-2011

ULI Terwilliger Center for Workforce Housing--Successfully established and implemented a \$5million dollar housing research and education center dedicated to increasing the availability of housing affordable to America's workforce.

U.S. Department of Housing and Urban Development, 2001-2007

ASSISTANT SECRETARY, OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Managed \$8 billion in community economic development and affordable housing programs, including CDBG, Brownfields Economic Development Initiative, HOME Investment Partnership Program, Housing Opportunities for Persons with HIV/AIDS, Self-Help Homeownership Opportunity Program (SHOP) and Homeless Assistance Programs. Managed a workforce of 830 employees located in 42 field offices.

ASSISTANT DEPUTY SECRETARY, OFFICE OF FIELD POLICY AND MANAGEMENT (FPM)

Restructured HUD's field operations, reducing the FPM workforce by 40 percent. Drafted operating protocols and delegations of authority for publication in the Federal Register. Developed a comprehensive training curriculum on HUD programs and policies for Regional and Field Office Directors. Implemented the President's Management Agenda and HUD's Annual Performance Plan. Instrumental in the development of HUD's Five-Year Strategic Plan.



Jon Mabry

Senior Advisor: CDBG-DR and MIT Infrastructure

30 Total Years of Experience

Mr. Mabry has overseen nearly \$10 Billion in CDBG-DR funding for projects serving more than 56,000 homeowners.

EXPERTISE

- Program Management
- Disaster Recovery
- Programs
- Government Liaison
- Leadership and Oversight

EDUCATION

- B.S. Information Systems Management | University of Maryland, 1992
- A.A. General Studies | National University, 1989

CERTIFICATIONS & TRAINING

- CISA
- CFSA
- CBM
- CIA
- CCSA
- Held Top Secret/Secret Compartmented Information (SCI) Clearance, 1989-1992
- Member of Information Systems Audit and Control Association

PROFESSIONAL QUALIFICATIONS

Mr. Mabry is a veteran technical advisor and program manager. Responsible for IEM's execution of housing programs in Puerto Rico, Texas, Florida, New Jersey, and Louisiana, Mr. Mabry digs in and serves IEM's most complex disaster recovery housing deliveries as the dedicated Program Manager. He previously led IEM's efforts in support of the New York Governor's Office of Storm Recovery's \$1.2 Billion CDBG DR post-Sandy disaster housing recovery program and later served as the Program Director for the \$1.2 Billion Restore Louisiana Repair, Reconstruction, and Reimbursement Housing Program. Prior to joining IEM, Mr. Mabry was appointed by Mississippi Governor Haley Barbour to serve as the Chief Executive Officer (CEO) of the newly formed Mississippi's Disaster Recovery Division (DRD), which was tasked with administering more than \$5.4 Billion in CDBG DR funding for Hurricane Katrina recovery with nearly \$3 Billion dedicated to housing recovery.

RELEVANT EXPERIENCE

Vice President of Disaster Recovery, IEM, 2014-Present

Provides executive oversight and guidance on IEM CDBG-DR Recovery Programs to include:

- Rebuild Florida and Rebuild NC CDBG-DR Housing Programs.
- NJ Rehabilitation, Reconstruction, Elevation, and Mitigation Program.
- Restore Louisiana Housing Recovery Program.
- Texas GLO Housing Assistance Program.
- HUD Community Compass Technical Assistance.

Program Director, Restore Louisiana, 2017-2019

Served as Program Director responsible for all aspects of the Program from outreach, applicant in-take, eligibility, environmental reviews, lead assessments, construction, construction management, closing, and closeouts.

The Program will serve approximately 36,000 homeowners, totaling more than \$1.3 Billion. Within four months of contract award, \$16 Million awarded to over 500 homeowners.

Program Executive Director, NY GOSR, 2014-206

Led a team of contractors to support this \$1.2 Billion post-Sandy disaster housing recovery program, which awarded \$902 Million to 11,000+ homeowners.

Led a rapid six-week program transition from the previous contractor to IEM. In the first four weeks, consolidated services centers from ten to five, recruited all staff, streamlined operations, and achieved immediate cost savings of \$1.8 Million.

Managed program to achieve delivery at 16% less than what was bid.

Managed aggressive public outreach campaign using ten mobile intake centers that brought in 6,000 new, primarily LMI, applicants in six weeks (one year after program start).

Operated five housing service centers and oversaw more than 200 staff members. Developed an environment that fostered strong customer service throughout the program.

Applied data analytics to identify and address production bottlenecks, increase throughput, and forecast output; forecasts were 99% accurate on a month-to-month basis.

Improved operational effectiveness and efficiency, resulting in the distribution of 5,000 checks for \$100 Million in just 60 days.

Re-engineered title verification process, reduced title search criteria, and negotiated more favorable rates for the customer, resulting in more than \$3 Million in savings for New York.

Aligned IEM goals with customer and homeowner goals and held himself as well as every single subcontractor and staff member accountable for meeting those goals; used performance reporting to measure performance against established goals on a daily basis.

Chief Operating Officer, Hurricane Katrina, CDBG-DR Recovery Program, State of Mississippi, 2007-2014

Appointed by Mississippi Governor to lead the newly formed Disaster Recovery Division, which was tasked with managing more than \$5 Billion in federally awarded disaster funds.

Managed a \$1 billion effort to construct more than 200 brick-and-mortar initiatives including city halls, police stations, water/wastewater systems, community centers, libraries, marinas, streetscape projects, facades, health and human services buildings, and road improvements, all designed to recover and revitalize impacted communities.

Managed 17 diverse recovery initiatives including direct assistance to homeowners, construction of affordable housing, economic development initiatives, and construction of public infrastructure and facilities.



Jared Jakubowski

Senior Advisor: CDBG MIT Infrastructure Policy

12 Total Years of Experience

Mr. Jakubowski has managed 50+ contracts for public infrastructure, engineering, architecture, auditors, and many others.

EXPERTISE

- CDBG-DR
- Grant Management
- Infrastructure
- Resilience
- Community and Economic Development

EDUCATION

- B.S., Police Science, Oklahoma State University, 2004

CERTIFICATIONS & TRAINING

- University of Oklahoma, Resilience Development Institute, Certified Resilience Expert, 2015
- National Community Development Association Community Development Block Grant Basic (2012) and Advance (2015)
- HUD HOME Administration, 2014

PROFESSIONAL QUALIFICATIONS

Mr. Jakubowski is a project manager with over eleven years of experience designing and applying strategies in the fields of community organizing, community based economic development, planning-zoning strategized, and affordable housing development Disaster Recovery CDBG. He is a leader in assisting and implementing post-disaster recovery efforts. He has managed over 50 contracts for construction of public infrastructure and public facilities, engineering, architecture, auditors, and many others. For example, for the City of Moore, OK, Mr. Jakubowski managed a redevelopment project, converting 15 acres of land damaged in a tornado into a mixed income mixed-use development with over 250 units.

RELEVANT EXPERIENCE

Program Manager, IEM, 2019-Present / 2017-2018

As Project Manager for IEM's Florida DEO contract for the Management of CDBG-DR programs for Hurricanes Matthew and Hermine, he assists DEO with recovery efforts from Hurricanes Matthew and Hermine.

Grants Manager/Associate Planner, City of Moore, OK, 2008-2018

Managed affordable housing to including rental, homeownership, rehabilitation, and new construction.

Managed Community Development Block Grant and Community Development Block Grant Disaster Recovery grants.

Managed a budget and projects over \$200 million annually, staff, contractors, and consulting firms for over 200 people, and 20 - 100 projects annually.

Provided overall leadership to teams assisting and implementing post-disaster recovery efforts.

Managed a team providing expert services to support housing and community development and disaster recovery efforts.

Provided guidance and expertise on Federal regulations (CDBG-DR, cross cutting Federal requirements, Duplication of Benefits, etc.) and translating them into the implementation of the programs.

Provided training and technical assistance in the field of housing, economic development, resiliency, and/or community development.

Conducted research and field surveys in specific or general project areas and independently compiled, computed, and presented planning data in appropriate formats.

In addition to general planning knowledge, specialty areas included: transportation planning involving the projection and development of efficient transportation systems, economic planning involving the assessment of probable economic and social ramifications of public expenditures or variable deletions, modifications, or additions to the area's economic base and affordable housing, and historical preservation planning involving the coordination, implementation, and maintenance of the City's comprehensive preservation plan.

Responsible for writing, presenting formal and technical reports, working papers, and other correspondence.

Multiple Positions, City of Purcell, OK, 2002 – 2012

As Director of the Detention for McClain County, OK, one of the largest detention centers in Oklahoma, Mr. Jakubowski was responsible for the direct administration and management of the Detention Services Department in accordance with the mission of the McClain County Sheriff Office and District Court.

Worked with a management team to ensure the safe, secure, and humane operation of the Detention Center and other detention services.

Managed and oversaw the 24/7 operational activities of the Detention Center and developed and implemented programs and procedures in order to ensure the safety, security, and welfare of the residents and staff.

Established and implemented operational and administrative procedures to ensure legal and fiscal requirements.

Oversaw the maintenance of all administrative files, ensuring that all records were maintained in accordance with legal requirements.

Ensured accurate record-keeping of youth and adults in the facility. Implemented appropriate training programs, monitored adherence to training programs, and handled personnel activities, including but not limited to, hiring, promotions, transfers, demotions, and separations.

Developed and implemented programs designed to ensure an effective and qualified staff including, but not limited to, in-service training, employee performance evaluations and counseling.



Bryan Koon

Senior Advisor: Mitigation

20 Total Years of Experience

As the Governor's Authorized Representative, Mr. Koon administered all Florida State Homeland Security Program and Urban Area Security Initiative Program grant funding.

EXPERTISE

- Program Management
- Mitigation
- EMAP
- Emergency Management
- FEMA Crisis Management
- Public Assistance
- FEMA HMGP

EDUCATION

- M.B.A., Business Administration | The George Washington University, 2003
- B.S., Natural Resources | Cornell University, 1993

CERTIFICATIONS & TRAINING

- Executive Leaders Program, Center for Homeland Defense and Security, Naval Postgraduate School, 2008
- Graduate Certificate, Emergency and Crisis Management, The George Washington University, 2005

PROFESSIONAL QUALIFICATIONS

Mr. Koon has 20 years of experience in emergency operations, planning, management, and response. He served six years as the Director of the Florida Department of Emergency Management where he provided executive direction to ensure Floridians were prepared for emergencies, recover from them, and mitigate against their impacts. Mr. Koon currently serves as the Chair of the Multi-Hazard Mitigation Council, an independent, non-governmental entity of leading experts in mitigation that helps inform policy and advocates for smart mitigation practices nationwide. He also sits on the Board of Directors for the Federal Alliance for Safe Homes (FLASH), the country's leading consumer advocate for strengthening homes and safeguarding families from disasters.

RELEVANT EXPERIENCE

Vice President, Innovative Emergency Management, 2017-Present

Leads IEM's International Homeland Security and Emergency Management sector with oversight of the following projects:

- Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) Support to New York Division of Homeland Security and Emergency Services (DHSES)
- PA and HMPG Technical Assistance (TA) Support to Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
- PA Consulting Services to Fayetteville Public Works Commission
- Chemical Stockpile Emergency Preparedness Program
- FEMA Air Evacuation and Ground Support

Director, Florida Division of Emergency Management, 2011-2017

Coordinated the efforts of dozens of governmental and non-governmental organizations during activations of the State Emergency Response Team.

Oversaw preparations for the 2012 Republican National Convention, coordinating plans and preparedness activities with USSS, FEMA, City, other state agencies, and city and county law enforcement and emergency management agencies. Served as the Vice Chairman of the state's Domestic Security Oversight Council which oversaw the state's strategic planning for security events and grant funding.

As the Governor's Authorized Representative, he administered all of the Florida State Homeland Security Program and Urban Area Security Initiative Program grant funding.

Represented the Governor during six presidentially-declared major disasters and addressed numerous significant events, including the 2012 Republican National Convention, Hurricane Hermine, and Hurricane Matthew.

Expanded Florida's leadership in flood preparation by dedicating a team and the financial resources to improve communities' readiness and lower flood insurance premiums through the CRS.

Director and Senior Operations Management, Wal-Mart, 2006-2011

Responsible for preparedness and response efforts, including employee preparation, physical facility preparedness and recovery, crisis response, 24/7 alarm monitoring, and stakeholder outreach.

Involved with all disasters in the United States and internationally during this time period, including Hurricanes Gustav and Ike, H1N1, Minneapolis bridge collapse, and multiple tornado outbreaks, ice storms, earthquakes, blizzards, severe weather, and criminal incidents.

Multiple Positions, White House Military Office, 1998-2006

Ensured continuity efforts associated with the White House Military Office, FEMA, and the USSS.

Interacted at a senior level with federal governmental officials in the design, training, exercising, and implementation of classified programs.

Involved with the updating of existing programs and creation of new programs post 9/11.

Surface Warfare Officer, United States Navy, 1993-1998

Conducted multiple deployments to the Arabian Gulf and Western Pacific. Stood watch as Officer of the Deck, Sea and Anchor Officer of the Deck, Engineering Officer of the Watch, and Command Duty Officer. Oversaw the efforts of machinery room personnel in the upkeep and operation of ship's main propulsion equipment.



Beth Zimmerman

Senior Advisor: HMGP

33

Total Years of Experience

Ms. Zimmerman is an experienced recovery program advisor who led over 1,000 disaster recovery operations.

EXPERTISE

- HMGP & PA
- Planning
- Disaster Recovery Operations

EDUCATION

- B.S., Economics | Brigham Young University, 1984
- A.A., Liberal Arts | DeAnza Community College, 1982

CERTIFICATIONS & TRAINING

- Executive Leaders Program Certificate, Naval Postgraduate School, Center for Homeland Defense and Security
- Leadership Development Program, Arizona Government University
- Professional Development Series Certificate, Emergency Management Institute

PROFESSIONAL QUALIFICATIONS

Ms. Zimmerman is a nationally recognized recovery programs executive advisor with 36 years of experience in disaster response and recovery operations. Ms. Zimmerman has led response and recovery operations of over 1,000 major disaster declarations and emergency declarations at the local, state and federal government level.

RELEVANT EXPERIENCE

Associate Administrator of Disaster Operations Deputy Associate Administrator, FEMA, Officer of Response and Recovery (ORR), 2009-2017

Directed, coordinated, and synchronized the programs and operations of FEMA's Response, Recovery, Logistics, and Field Operations Directorates during steady-state and major disaster and emergency activations.

Oversaw more than 930 disasters, emergencies, and fire declarations, delivering over \$6.5 Billion to 1.7 million individuals and families and more than \$27 Billion in federal disaster assistance to state, local, tribal and non-profit groups.

Responsible for the development and performance of over 9,000 employees in their disaster response and recovery support to states, local communities, and tribal nations totaling over \$10 Billion in disaster assistance in FY 2014.

Championed the development, collaboration, publication and implementation of the National Disaster Recovery Framework, the Recovery Support Functions, and the Federal Disaster Recovery Coordination program to provide local communities, states, and tribal nations with guidance and access to efficient, effective disaster recovery resources.

Directed and approved the development of policies, procedures, coordination, and implementation of the Sandy Recovery Improvement Act (SRIA), one of the most significant changes to FEMA's statutory authorities in the Agency's history, to include the re-engineering of the Individual Assistance (IA) and Public Assistance (PA) programs, while recognizing the sovereignty of

federally recognized Tribal Nations and their right to request disaster declarations.

Implemented a mandatory disaster management training program for all Senior Executive Service (SES) employees to ensure they are prepared to lead the Nation in response and recovery operations. Restructured IA and PA program policies to streamline delivery and reduced improper payments from a high of 14.53% to .31% and 5.48% to 2.78% respectively.

Implemented quarterly response and recovery operational program briefings to five Congressional oversight committees to inform Congressional staff members and gain concurrence of ORR initiatives and actions leading to efficient, effective disaster operations.

Established FEMA's quarterly Women's Forum to encourage and mentor women in the profession.

Associate Director of Recovery, Disaster Recovery Manager, State of Arizona, Division of Emergency Management, 1997-2009

Directed and coordinated recovery operations as the Governor's Authorized Representative in nine major disaster declarations and 51 state disaster declarations totaling over \$330 Million in PA and IA program support.

Led the State of Arizona to be the third state in the nation accredited in the National Emergency Management Accreditation Program.

Co-chaired the Tempe Project Impact Program providing over \$1.5 Million for utility infrastructure undergrounding project. Trained state and local government employees on disaster planning, exercise, response, recovery, and mitigation.

Authored grant proposals, technical & financial reports, and training programs. Reviewed and provided recommendations on state and federal legislation.

Multiple Positions, State of Utah Division of Emergency Management, 1984-1996

Managed Utah's IA and PA disaster recovery programs in the wake of four major disaster declarations.

Held the following roles: PA Officer, Emergency Preparedness Planner, Liaison Coordination Section Manager, Chemical Stockpile Emergency Preparedness Program (CSEPP) Section Chief, and Administration and Recovery Section Chief.

Assumed responsibility, and successfully stewarded, a \$150 Million budget while leading (CSEPP).

Through the CSEPP program, promoted the benefits of emergency preparedness to local communities regarding the safety and associated risks when disposing of Chemical Warfare Agents.

EXHIBIT E
COST OF SERVICES-INFRASTRUCTURE

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

Maximum amount of grant funds firm is able and/or willing to manage: \$ 100,000,000

Potential Grant Award Amt.	Cost of Services	Notes:
Up to \$1 million	\$60,000	
\$5 million	\$300,000	
\$10 million	\$600,000	

EXHIBIT F CERTIFICATION REGARDING LOBBYING

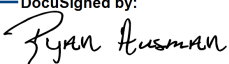
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Authorities shall certify and disclose accordingly.

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

Innovative Emergency

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

DocuSigned by:

EE575EB6159940F...
Signature of Consultant's Authorized Official

Ryan Ausman, Manager, Contract Administration

Printed Name and Title of Consultant's Authorized Official Date:

9/10/2020



INNOEME-01

LEYSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2019

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

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

PRODUCER Trisure, an Alera Group Company 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Leslie Eyster PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: leyster@trisure.com														
INSURED Innovative Emergency Management, Inc. 2801 Slater Rd Ste 200 Morrisville, NC 27560-8477	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B : Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER C : Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER D : Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER E : Landmark American Insurance</td><td>33138</td></tr><tr><td>INSURER F : Endurance American Specialty</td><td>41718</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co.	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : Twin City Fire Insurance Co.	29459	INSURER E : Landmark American Insurance	33138	INSURER F : Endurance American Specialty	41718
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INSURER F : Endurance American Specialty	41718														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No XCU Exclusions GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			22UUNBH4974	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			22UUNBH4974	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			22RHUBH5362	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	22WEAB9R7R	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional E & O			LCY772145	10/1/2019	10/1/2020	Limit 5,000,000
F	Excess E & O			PRX10009962902	10/1/2019	10/1/2020	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy 2801 Slater Rd Ste 200 Morrisville, NC 27560-8477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FAR Report

Certification for: Innovative Emergency Management, Inc.

DUNS: 601275282

Certification Validity From: Wed Aug 12 07:49:04 EDT 2020

To : Thu Aug 12 07:49:04 EDT 2021

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Bradley Tiffie, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Innovative Emergency Management, Inc. in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Daniel Michael, Chief Financial Officer;
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

FAR 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☒ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☐ Other

(f) Common parent.

* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name:

TIN:

(End of Provision)

FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)

(a) Definition. As used in this provision--
Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____
Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.
(Do not use a "doing business as" name)

*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

(End of Provision)

FAR 52.204-20 Predecessor of Offeror (Jul 2016)

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: _____
(or mark "Unknown").
Predecessor legal name: _____
(Do not use a "doing business as" name)

(End of Provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services - Representation (Dec 2019)

(a) Definitions. As used in this provision, Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(c) Representation. The Offeror represents that it ☐ does ☒ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-

- (1) It ☐ is ☒ is not an inverted domestic corporation; and
- (2) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
 - (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ Have not ☒ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (D) Have ☐ Have not ☒ , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples:
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
 - (ii) The Offeror has ☐ , has not ☒ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

Definitions. As used in this clause- "Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Dec 2019)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM), accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Extracted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
488119	Other Airport Operations		\$35000000.00	N
511199	All Other Publishers		500	N
511210	Software Publishers		\$41500000.00	N
512110	Motion Picture and Video Production		\$35000000.00	N
517311	Wired Telecommunications Carriers		1500	Y
517312	Wireless Telecommunications Carriers (except Satellite)		1500	Y
518210	Data Processing, Hosting, and Related Services		\$35000000.00	N
519130	Internet Publishing and Broadcasting and Web Search Portals		1000	Y
541211	Offices of Certified Public Accountants		\$22000000.00	N
541219	Other Accounting Services		\$22000000.00	N
541330	Engineering Services	1	\$16500000.00	N
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	N
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	N
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	N
541350	Building Inspection Services		\$8000000.00	N
541370	Surveying and Mapping (except Geophysical) Services		\$16500000.00	N
541430	Graphic Design Services		\$8000000.00	N
541511	Custom Computer Programming Services		\$30000000.00	N
541512	Computer Systems Design Services		\$30000000.00	N
541513	Computer Facilities Management Services		\$30000000.00	N
541519	Other Computer Related Services	1	\$30000000.00	N
541519	Information Technology Value Added Resellers	2	150	N
541611	Administrative Management and General Management Consulting Services		\$16500000.00	N
541613	Marketing Consulting Services		\$16500000.00	N
541618	Other Management Consulting Services		\$16500000.00	N
541620	Environmental Consulting Services		\$16500000.00	N
541690	Other Scientific and Technical Consulting Services		\$16500000.00	N
541714	Research and Development in Biotechnology (except Nanobiotechnology)		1000	Y
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	1	1000	Y
541715	Aircraft, Aircraft Engine and Engine Parts	2	1500	Y

541715	Other Aircraft Parts and Auxiliary Equipment	3	1250	Y
541715	Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts	4	1250	Y
541720	Research and Development in the Social Sciences and Humanities		\$22000000.00	N
541820	Public Relations Agencies		\$16500000.00	N
541910	Marketing Research and Public Opinion Polling		\$16500000.00	N
541990	All Other Professional, Scientific, and Technical Services		\$16500000.00	N
561410	Document Preparation Services		\$16500000.00	N
561990	All Other Support Services		\$12000000.00	N
611420	Computer Training		\$12000000.00	N
611430	Professional and Management Development Training		\$12000000.00	N
611710	Educational Support Services		\$16500000.00	N
624230	Emergency and Other Relief Services		\$35000000.00	N

- (1)* Small business concern. The offeror represents as part of its offer that it [X] is, [] is not a small business concern.
- (2)* Veteran-owned small business concern. The offeror represents as part of its offer that it [] is, [X] is not a veteran-owned small business concern.
- (3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [] is, [X] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [] is, [X] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)* Women-owned small business concern. The offeror represents that it [X] is, [] is not a women-owned small business concern.
- *Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Innovative Emergency Management, Inc. in their SAM registration.
- (6)** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:
- (i) It [] is, [X] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7)** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:
- (i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
State Eligible Labor Surplus: Civil Jurisdictions Included:
- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
- (i) It [] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It [] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-
- (i) It ☒ has It ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☒ has It ☐ has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It ☒ has developed and has on file, It ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are ☒ Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☒ Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have ☒ Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

FSC Code	Place Of Manufacture
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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☒ does not certify that ____

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does, ☒ does not certify that ____

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies ____

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☒ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☐ Other

(5) Common parent.

* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* ☐ Name:

TIN:

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

- (n) Prohibition on Contracting with Inverted Domestic Corporations.
 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
 (2) Representation. the offeror represents that-
 (i) It ☐ is ☒ is not an inverted domestic corporation; and
 (ii) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
 (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)
 (1) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*
 (2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

- (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____
 Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.
 (Do not use a "doing business as" name)

*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-
 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
 (2) The Offeror represents that-
 (i) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 (ii) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: _____
(or mark "Unknown").
Predecessor legal name: _____
(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services. Section 889

(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does ☒ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☒ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
 - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
 - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - (5) [Reserved].
 - (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
 - (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
 - (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
 - (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
 - (10) [Reserved].
 - (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - (ii) Alternate I (Nov 2011) of 52.219-3.
 - (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - (ii) Alternate I (Jan 2011) of 52.219-4.
 - (13) [Reserved].
 - (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).
 - (iii) Alternate II (Nov 2011).
 - (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
 - (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
 - (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Nov 2016) of 52.219-9.
 - (iii) Alternate II (Nov 2016) of 52.219-9.
 - (iv) Alternate III (Nov 2016) of 52.219-9.
 - (v) Alternate IV (Nov 2016) of 52.219-9.
 - (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
 - (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
 - (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
 - (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657 f).
 - (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
 - (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
 - (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
 - (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
 - (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - (33)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 - (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
 - (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 - (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 - (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Oct 2015) of 52.223-13.
 - (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-14.
 - (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
 - (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-16.
 - (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
 - (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
 - (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
 - (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
 - (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (May 2014) of 52.225-3.
 - (iii) Alternate II (May 2014) of 52.225-3.

- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
 - (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii) — (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ALTERNATE I (Feb 2000)

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

ALTERNATE II (Jan 2019)

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R) 152.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of Provision)

FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Owner	Place of Performance Address	Owner Address
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(End of Provision)

FAR 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Owner	Place of Performance Address	Owner Address
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(End of Provision)

FAR 52.219-1 Small Business Program Representations (Oct 2014)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
488119	Other Airport Operations		\$35000000.00	N
511199	All Other Publishers		500	N
511210	Software Publishers		\$41500000.00	N
512110	Motion Picture and Video Production		\$35000000.00	N
517311	Wired Telecommunications Carriers		1500	Y
517312	Wireless Telecommunications Carriers (except Satellite)		1500	Y
518210	Data Processing, Hosting, and Related Services		\$35000000.00	N
519130	Internet Publishing and Broadcasting and Web Search Portals		1000	Y
541211	Offices of Certified Public Accountants		\$22000000.00	N
541219	Other Accounting Services		\$22000000.00	N
541330	Engineering Services	1	\$16500000.00	N
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	N
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	N
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	N
541350	Building Inspection Services		\$8000000.00	N
541370	Surveying and Mapping (except Geophysical) Services		\$16500000.00	N
541430	Graphic Design Services		\$8000000.00	N
541511	Custom Computer Programming Services		\$30000000.00	N
541512	Computer Systems Design Services		\$30000000.00	N
541513	Computer Facilities Management Services		\$30000000.00	N
541519	Other Computer Related Services	1	\$30000000.00	N
541519	Information Technology Value Added Resellers	2	150	N
541611	Administrative Management and General Management Consulting Services		\$16500000.00	N
541613	Marketing Consulting Services		\$16500000.00	N
541618	Other Management Consulting Services		\$16500000.00	N
541620	Environmental Consulting Services		\$16500000.00	N
541690	Other Scientific and Technical Consulting Services		\$16500000.00	N
541714	Research and Development in Biotechnology (except Nanobiotechnology)		1000	Y
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	1	1000	Y
541715	Aircraft, Aircraft Engine and Engine Parts	2	1500	Y

541715	Other Aircraft Parts and Auxiliary Equipment	3	1250	Y
541715	Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts	4	1250	Y
541720	Research and Development in the Social Sciences and Humanities		\$22000000.00	N
541820	Public Relations Agencies		\$16500000.00	N
541910	Marketing Research and Public Opinion Polling		\$16500000.00	N
541990	All Other Professional, Scientific, and Technical Services		\$16500000.00	N
561410	Document Preparation Services		\$16500000.00	N
561990	All Other Support Services		\$12000000.00	N
611420	Computer Training		\$12000000.00	N
611430	Professional and Management Development Training		\$12000000.00	N
611710	Educational Support Services		\$16500000.00	N
624230	Emergency and Other Relief Services		\$35000000.00	N

(1)** The offeror represents as part of its offer that it [X] is, [] is not a small business concern (see below).
(2)** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [] is, [X] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3)** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [X] is, [] is not a women-owned small business concern. (See Below)
(4)** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
(i) It [] is, [X] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(5)** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [X] is not a veteran-owned small business concern.
(7)** [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern. (See Below)
*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Innovative Emergency Management, Inc. in their SAM registration.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
(i) It [] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Sept 2015)

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☒ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

[X] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) It [X] has It [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [X] has It [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)

As prescribed in 22.1310 (c), insert the following provision:

COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of Provision)

FAR 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)

(a) The offeror shall check the following certification:

Certification

The offeror ☐ does certify ☒ does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

FAR 52.222-50 Combating Trafficking in Persons (JAN 2019)

As prescribed in 22.1705(a)(1), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (JAN 2019)

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including procuring medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor Brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

- (1) Notify its employees and agents of-
- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

- (g) Full cooperation.
- (1) The Contractor shall, at a minimum-
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
 - (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
 - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from-
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
 - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
 - (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
 - (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
 - (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
 - (4) Posting.
 - (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
 - (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
 - (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
 - (ii) After having conducted due diligence, either-
 - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
 - (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (B) Has an estimated value that exceeds \$500,000.
 - (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

ALTERNATE I (Mar 2015)

As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

- (i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

(End of Provision)

FAR 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (May 2014)

Innovative Emergency Management, Inc. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

As prescribed in 22.1705(b), insert the following provision:

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either-
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of Provision)

FAR 52.223-1 Biobased Product Certification (May 2012)

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

FAR 52.223-4 Recovered Material Certification (May 2008)

Innovative Emergency Management, Inc. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

Innovative Emergency Management, Inc. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)

As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(End of Provision)

FAR 52.225-2 Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:"

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (May 2014)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

Alternate II (May 2014)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian or Israeli End Products:

Alternate III (May 2014)

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(End of Provision)

FAR 52.225-6 Trade Agreements Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)

(a) Definitions. As used in this provision-
"Person"-
(1) Means-
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-
[] is [X] is not a historically black college or university;

[] is [X] is not a minority institution.

(End of Provision)

FAR 52.227-6 Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

Innovative Emergency Management, Inc. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

**EXHIBIT I
AFFIDAVIT**

STATE OF NORTH CAROLINA

§
§
§

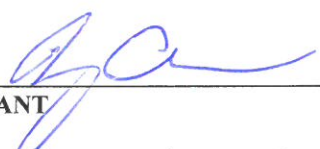
COUNTY OF WAKE

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Ausman known to me to be the person whose name is subscribed to the following, who, upon oath says:

"I am the Manager, Secretary, or other Agent or Officer or the Principal of Respondent in the matter of the Proposal to which this affidavit is attached, and I have full knowledge of the relations of Respondent with the other firms in this same line of business, and Respondent is not a member of any trust, pool or combination to control the price of the services in this Proposal, or to influence any person to submit a proposal or not to submit a proposal thereon.

I further affirm that the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal."

AFFIANT FURTHER SAYETH NAUGHT



AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this 10 day of September, 2020.



NOTARY PUBLIC - STATE OF TEXAS

North Carolina

Respondent: Innovative Emergency Management
Signed By: Ryan Ausman
Title: Manager, Contract Administration
Address: 2801 Slater Road, Suite 200, Morrisville, NC 27560
Phone: 919-237-7464
Fax: 919-237-7468
Email: contracts@iem.com

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
 2020-666034

Date Filed:
 09/10/2020

Date Acknowledged:

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

Innovative Emergency Management, Inc
 MorrMorrisville, NC United States

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

City of Weslaco

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

2019-20-25

GRANT APPLICATION AND ADMINISTRATIVE SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beriwal, Madhu	Morrisville, NC United States	X	

5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Ryan Ausman, and my date of birth is 12-24-1978.

My address is 2801 Slater Road, Morrisville, NC, 27560, USA.
 (street) (city) (state) (zip code) (country)

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

Executed in Wake County, State of North Carolina, on the 10 day of September, 2020.
 (month) (year)

DocuSigned by:

Ryan Ausman

EE875EB6159940F...

Signature of authorized agent of contracting business entity
 (Declarant)

EXHIBIT K
CONFLICT OF INTEREST QUESTIONNAIRE
 (Form CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. Innovative Emergency Management, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 DocuSigned by: Ryan Husman Signature of vendor doing business with the governmental entity 9/10/2020 Date		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. INNOVATIVE EMERGENCY MANAGEMENT, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2801 SLATER ROAD, SUITE 200	Requester's name and address (optional)
	6 City, state, and ZIP code MORRISVILLE, NC 27560-8477	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

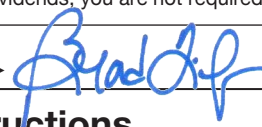
Social security number									
			-				-		
or									
Employer identification number									
7	2		-	1	0	4	5	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	BRAD TIFFEE, DIRECTOR OF OPERATIONS	Date ► 15 JANUARY 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3771	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to revoke the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas for violating approved conditions. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: On November 16, 2020 Weslaco Police Department was dispatched to Sr Mostacho for a shooting incident. At this time was noted that there was not a security guard on-duty as per the City Commission required condition as set on June 16, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: On June 16, 2020 City Commission approved the issuance of a conditional use permit for Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit with the condition that one (1) security be on duty during late hours.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends revocation of the Conditional Use Permit			
Attachments, if any: Sr. Mostacho- Memo, Planning & Zoning Minutes, Notice to Owner, City Commission Minutes, Zoning Ordinance section 150-12, Affidavits			
Responsibilities upon Approval: Applicant will advise applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Sr. Mostacho- 2307 W Interstate 2 Ste a

DATE: November 10, 2020

On June 16, 2020 City Commission approved the issuance of a conditional use permit for Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit with the condition that one (1) security be on duty during late hours.

On November 16, 2020 Weslaco Police Department was dispatched to Sr Mostacho for a shooting incident. At this time was noted that there was not a security guard on-duty as per the City Commission required condition. The Police Department obtained several affidavits from witnesses of the incident stating that security was not present at the time of the incident.

Thank you,

Rebekah de la Fuente, CFM

**CITY OF WESLACO
PLANNING & ZONING COMMISSION
REGULAR MEETING
JUNE 3, 2020**

On Wednesday the 3rd day of May 2020, at 5:30 p.m., the Planning and Zoning Commission of the City of Weslaco, Texas, convened in regular session at the Weslaco City Hall Legislative Chambers, located at 255 South Kansas Avenue.

The following commissioners were present:

David Hernandez	Chairman
Lonnie Berry	Vice-Chairman
Jose Treviño	Commissioner
Miles Bullion	Commissioner
Randy Summers	Commissioner
Jim Forward	Commissioner
Adrian Torres	Commissioner
Rebekah de la Fuente	Planning Director
Kayla A. Arevalo	Planning Secretary

Also present were Celestino Mejia III, Fire Inspector Investigator; Rolando Gonzalez Building Official; Alberto Aldana, City Engineer; and citizens.

I. CALL TO ORDER:

Chairman Hernandez called the meeting to order and welcomed everyone in the audience.

A. Roll Call/Establish a Quorum

Ms. de la Fuente called the roll call; a quorum was established.

II. PUBLIC COMMENTS

There were no comments received.

III. APPROVAL OF MINUTES

A. May 6, 2020 Regular Meeting

Commissioner Forward made a motion to approve the minutes of May 6, 2020, with the noted change, seconded by Commissioner Bullion. Motion carried.

IV. PUBLIC HEARING

A. Discussion and consideration to rezone 2901 West Pike. Also being 30.00-acre Tract of land being the North 30 acres of Farm Tract 163, Block 178, West Tract Subdivision, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district. Possible Action

Ms. de la Fuente stated the item was withdrawn by the owner.

B. Discussion and consideration to Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible Action.

Ms. de la Fuente stated that there were thirty (30) property owners notified within the 200-foot radius, no letters for or against the item were received. Staff recommended approval.

Commissioner Berry made a motion to close the Public Hearing, seconded by Commissioner Bullion. Motion carried.

Commissioner Berry made a motion to approve the rezone request, seconded by Commissioner Bullion. Motion carried.

C. Discussion and consideration to approve Conditional Use Permit to obtain an On-Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas Possible Action.

Ms. de la Fuente stated that there were six (6) property owners notified within the 200-foot radius, no letters for or against the item were received. Staff recommended approval.

Commissioner Forward made a motion to close the Public Hearing, seconded by Commissioner Bullion. Motion carried.

Commissioner Berry made a motion approve the Conditional Use permit, with the stipulation that one (1) security be on duty during late hours, seconded by Commissioner Bullion. Motion carried.

V. DISCUSSION AND CONSIDERATION

A. Discussion and consideration for Preliminary Plat for Mira Vista Phase II Subdivision— being 13.49 acres out of Farm Tract 1020 and out of Lot 11 and 12, BLK 113, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 2575ft. South of Bus. 83 along International Blvd. Possible Action.

Ms. de la Fuente stated that this item is a thirty-five (35) lot subdivision with a portion of the development being inside the City of Weslaco city limits. The City of Mercedes have opted out of the subdivision review process as the City of Weslaco provided utility services to this area. However, a portion of the development remains under Mercedes jurisdiction. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "X". Owner is requesting a setback and on-site drainage detention variance.

In response to Commissioner Berry, Mrs. de la Fuente stated anyone tying into the City main lines must pull a permit with the City of Weslaco and construction of the utility lines would be inspected and tested by Weslaco staff.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 23, 2020

Sr. Mostacho, LLC
c/o Raul H. Ugalde
3404 Rosewood Drive
Weslaco, Texas 78599

Re: Revocation of Conditional Use Permit at 2307 W Interstate 2 Suite A, Sr. Mostacho

Dear Mr. Uglade

Please be advised at the regular meeting of the City Commission to be held on December 1, 2020 and Commission will be discussing the possible revocation of the Conditional use Permit for Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at Sr. Mostacho.

As part of the discussion the City Commission will discuss the violation of the condition requiring that one (1) security guard be on duty during late hour operations following an incident that took place on November 16, 2020.

Should you have any questions or require further assistance please contact the Planning & Code Enforcement Department at 956-447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director



**MINUTES
REGULAR MEETING
WESLACO CITY COMMISSION
JUNE 16, 2020**

On Tuesday, June 16, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:

Mayor	David Suarez
Mayor Pro-Tem	Letty Lopez
Commissioner	Greg Kerr
Commissioner	Leo Muñoz
Commissioner	Adrian Farias

ABSENT:

Absent	Commissioner J.P. Rodriguez
	Commissioner Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Assistant City Manager/Aviation Director, Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Rebekah De La Fuente, Planning Director; Pete Garcia, Public Works Director, Joe Pedraza, Asst. Planning Code Enforcement Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, Albert Aldana, City Engineer, Olga Garza, Asst. Public Works Director, and Molly Vallejo, Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, June 12, 2020.

B. Invocation.

Pastor Tom Murray, Grace Episcopal Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None

Vidal Roman, Finance Director, stated three members terms have expired; contact was made with the members with one member unable to continue to serve, one expressed continued interest and one no response. Staff recommended to re-appoint Sergio Lozano and solicit applicants to bring back to the commission for the appointment of two members.

Mayor Pro Tem Lopez seconded by Commissioner Kerr moved to approve Resolution 2020-23 to re-appoint Sergio Lozano to the Weslaco Hotel Occupancy Tax Advisory Committee as presented. The motion carried unanimously; Mayor was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Sergio Lozano is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the 4th day of April 2023.

PASSED AND APPROVED on this 16th day of June 2020.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, CITY ATTORNEY

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N. Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente, Planning Director, stated the applicant Fernando Gutierrez requested a Conditional Use Permit for a Wine and Beer Retailer's permit for 900 N. Border Avenue. The Planning & Zoning Commission and staff recommended approval.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve Conditional Use Permit to obtain On-Premise Wine and Beer Permit at 900 N. Border Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain an On-Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2, Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated the applicant Sr. Mostacho LLC., requested a Conditional Use Permit for a Mixed Beverage permit, Mixed Beverage late hours permit and Beverage Cartage permit for 2307 W. Interstate 2. The Planning & Zoning Commission recommended approval with the condition one security guard on duty during hours of operation; staff recommended approval.

Commissioner Kerr, seconded by Commissioner Farias, moved to approve Conditional Use Permit to obtain On-Premise Wine and Beer Permit at 2307 W. Interstate 2, Suite A with condition as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to extend franchise agreement for 8 months effective August 1, 2020 with Liquid Environmental Solutions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Joe Pedraza, Asst. Planning and Code Enforcement Director, stated previous commission action approved an extension for one year that ends July 31, 2020 and to solicit proposals. Liquid Environmental Solutions requested an 8-month extension effective August 1, 2020 due to COVID-19 pandemic that has most of their staff working from home. Staff recommended approval.

In response to the Commission; Joe Pedraza stated staff asked for justification of the request and the vendors response was as a result of staffing no longer in the office and layoff of personnel it would made it difficult for them to respond to a request for qualifications. The City Manager stated staff was to begin the process in March for the RFQ's but with EOC operations ensuing in the emergency order for COVID-19 staff has not been able to begin; the contract allows the extension; if approved gives time for staff to begin the process of solicitation for proposals. Joe Pedraza stated their rates charged are reasonable; the vendor has been in place for 8 years and by soliciting proposal allows comparison of true market value for this type of service.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve an extension of franchise agreement for 8 months effective August 1, 2020 with Liquid Environmental Solutions and proposals be solicited as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration on amendment to Republic Services waste collection contract to include debris removal during a natural disaster and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Office of Emergency Management.)

Sec. 150-12. - Additional use, height, and area regulations and exceptions.

(a) *Use regulations.*

(1) *Accessory buildings and accessory use.* No accessory building or accessory use shall be constructed upon a lot until the construction of the main use building has commenced. No accessory building shall be used unless the main use building on the lot is also being used. R-3 rural district areas shall be excluded from this requirement.

- a. In a residence or an apartment district any accessory building and use shall be smaller in both size and scale than the man use building, detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. Separate bath facilities shall be allowed in cabanas and other private poolside structures; however, that such structure shall never be used as a residence.
- b. In commercial districts, an accessory building and use shall be smaller in both size and scale than the main building, the use of which is incidental to and used only in conjunction with the main building.
- c. Guest house and maids quarters requirements shall be as follows:
 1. Must be on the same utilities as primary residence.
 2. May have separate kitchen facilities.
 3. Restricted to R-1 and R-3 districts only.
 4. Maids quarters must have access through interior corridors or attached to main use building.
- d. Portable building/ portable classrooms shall be permitted in any public, semipublic or private schools. Portable building/ portable classrooms shall be permitted at any daycare or childcare center that within a commercially zoned area. Portable building/ classrooms must comply within standard setbacks for the zoned area.

(2) *Railroad rights-of-way.* On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad trackage and accessories to railroad movement may be constructed or maintained.

(3) *Conditional use regulations.*

- a. *Purpose; defined.* To provide for the compatible and orderly development of the city, certain uses are hereby declared to be conditional. The term "conditional use," when used in this section, means a use that may be suitable only in certain locations in the zoning district at any particular time or, likewise, may be inappropriate in a zoning district due to conditions then existing. In general, uses declared to be conditional under the terms of this chapter are recreational uses operated as a commercial

commission.

2. The city commission, after receipt of report and recommendations from the planning and zoning commission may permit a conditional use subject to appropriate conditions and safeguards when, after public notice and hearing, it finds and determines that:
 - i. The proposed use meets all the minimum standards established in this chapter and in applicable health and safety ordinances of the city for this type of use;
 - ii. The proposed use is in harmony with the purpose and intent of this chapter and of the plan for the physical development of the district, as embodied in the comprehensive plan of the city; and
 - iii. The proposed use will not be detrimental to the health, welfare and safety of the surrounding neighborhood or its occupants, nor be substantially and permanently injurious to neighboring property. The city commission, in making this determination, may take into account the place or manner in which the applicant is likely to conduct the business and the number of similar establishments in the area, if any. Any undue concentration of conditional uses in any area of the city shall be avoided.
3. The city commission may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this chapter and to mitigate adverse effects of the proposed use. The requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as curbing and sidewalks.

h. Development and/or automatic cancellation.

1. Following the issuance of the conditional use, the building official shall ensure that, if the development is undertaken, it is completed in compliance with said permit. However, if a use permit has not been used within twelve months after the date granted, the permit is automatically cancelled. An applicant may be granted a six-month extension from the planning and code enforcement director as long as request is submitted in writing two weeks prior to expiration.
2. The conditional use permit is granted solely to the agent authorized by the property owner to use establishment/property. Should ownership or the authorized agent change the conditional use is considered void.
3. An alcoholic beverage establishment meeting or exceeding one or more of the criteria set forth below will not be eligible for a city liquor permit renewal and will be subject to a permit revocation at any time during the permit period if violations

established below are met or exceeded. (All violations refer to those that take place within the property of the establishment.

- i. Five unreported fights or disturbances;
- ii. Two separate incidents which result in a homicide or homicides;;
- iii. Any one offense of prostitution, lewd conduct, gambling, drug or narcotics possession or sales, or assault permitted or committed on the premise, by act or omission, by the owner, agent or employee of the premise.
- iv. Fifteen arrests of intoxicated persons on premises;
- v. Any two sales of alcoholic beverages to a minor by the owner, agent or employee of the premises; or
- vi. Two violations in the hours of operation.

Any establishment denied the renewal of a city liquor permit due to meeting or exceeding the above criteria will require a new conditional use permit to open or re-open any bar at the same location regardless of duration of closure of previous establishment (no non-conforming use).

- i. *Preexisting conditional uses to be considered nonconforming.* Any existing conditional use in operation prior to the effective date of the ordinance from which this subsection is derived is hereby declared to be a nonconforming use and subject to the provisions of section 150-13. However, any nonconforming conditional use which holds a license or permit from the state alcoholic beverage commission authorizing the on-premises consumption of alcoholic beverages shall become subject to the provisions hereof upon the transfer of such license or permit to any person, and the new licensee or permittee shall not be entitled to use the premises for any use for which a use permit is required until he has applied for a use permit and a use permit has been granted by the city commission.

(b) *Height regulations.*

- (1) Public, semipublic or private service buildings, hospitals, institutions or schools, where permitted in a district, may be erected to a height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet if the building is set back from each yard line at least one foot for each two feet additional height above the height limit otherwise provided in the district in which the building is located.
- (2) Chimneys, cooling towers, elevator bulk heads, fire towers, grain elevators, flour mills, monuments, stacks, or scenery lofts, tanks, water towers, ornamental towers and spired church steeples, or necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the city, provided that in the

 **COPY**

AFFIDAVIT

Case # 20-36350

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, A Police Officer in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Jesse Sosa duly sworn upon his/her oath deposes and says:

My name is Jesse Sosa I am 42 years old. My date of birth is 10/27/78 I reside at 401 Delia Ave, Alamo, Texas. My home phone number is 956 600 6302

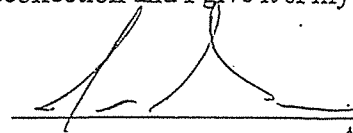
On 11/16, 2020 I gave the following statement to Officer Palazuela of the Weslaco Police Department.

I Jesse Sosa showed up around 12:30 AM I noticed All night there were problems between two groups I went outside smoke a cigarette I talked to the gentlemen in gray for a while and noticed a fight inside the bouncers ran inside so the guy in gray ran inside and started fighting with the other group the fight came outside and he got knocked out for a while he came back and ran to his truck at that time the guy in the white F250 shot up in the air twice the the guy in the gray drove up in front of the building and got out to fight again he got beat up at that time the passenger girl started shooting a gun in the air like 6 or 7 rounds my then took off a short time later they came back as p.d. showed up

girl in the Black Dress was the one shooting passenger to black jeep.

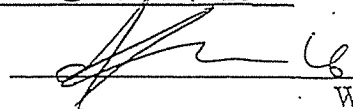
Guy on F250 was wearing red shirt.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.



AFFIANT

Subscribed and sworn before me by Affiant this 16 day of November 2020



WITNESS



AFFIDAVIT

Case#- 20-3635STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, A Peace Officer in and for the City of Weslaco Hidalgo County, Texas, on this day personally appeared Raymundo Galindo duly sworn upon his/her oath deposes and says:

My name is Raymundo Galindo I am 33 years old and my date of birth is Aug 24, 1987 My address is 501 E Jasmine, McAllen, TX 78501. My telephone number is 956 884-3435

On November 16, 2020, I gave the following statement to Officer Xenia Miramontes of the Weslaco Police Department.

Place narrative here.

On Monday November 16, 2020 at about 1:20am one male customer sat with another male who was sitting at the VIP. The male in the VIP was wearing a blue shirt, muscular and large gold chain. A male in a red cap and red shirt went to the VIP and they began having a discussion. Another male in a white shirt + black hat arrived and started a physical fight. Employees attempted to separate the parties and other customers went to the VIP and continued fighting. I walked out to call the police. I heard the shots fired. I saw a female in a black dress with a gun in her hand. I walked around the building in fear for my safety. I entered the building through the back to make sure everyone inside was not hurt.

Raymundo Galindo
AFFIANT

Subscribed and sworn before me by Affiant this 16th day of November, 2020

Xenia Miramontes
WITNESS

 **COPY****STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, A Peace Officer in and for the City of Weslaco Hidalgo County, Texas, on this day personally appeared Raymundo Galindo duly sworn upon his oath deposes and says:

My name is Raymundo Galindo I am 33 years old and my date of birth 08/24/1987. My homes address 501 East Jasmine, McAllen, Texas. My home telephone number is 956-884-3435.

Mi nombre es Raymundo Galindo Tengo 33 años y mi fecha de nacimiento 08/24/1987. Mis casas se dirigen a 501 East Jasmine, McAllen, Texas. Mi número de teléfono es 956-884-3435.

Me gustaría decir que el 15 de noviembre de 2020, estaba trabajando en Sr. Mustacho, soy el Gerente General de Sor Mustacho. Recuerdo que vi a dos clientes masculinos hablar y discutir, pero se separaron. Después de que los machos se separaron algún tiempo pasó y alrededor de la 1:20 a.m. por la mañana uno de los machos subió al otro macho y se produjo una discusión verbal, no fue física. Pude ver que más gente empezaba a involucrarse y todas estaban escoltadas mientras llamaba a la policía. Mientras llamaba a la policía, vi a un grupo de personas peleando y oí disparos. También vi a una mujer con un vestido negro con una pistola y estaba disparando en el aire. En ese momento no teníamos empleados guardias de seguridad armados, teníamos rebotes que revisaban las tarjetas de identificación de los clientes. Me gustaría decir que hay video del incidente y estoy esperando a que los propietarios se ponga en contacto conmigo con el video. Me gustaría decir que hay video del incidente y estoy esperando a que los propietarios se ponga en contacto conmigo con el video. También tengo videos que fueron enviados a mi teléfono, se los proporcioné al Investigador Rodarte mientras yo proporcionaba mi declaración.

I would like to say that on November 15, 2020, I was working at Sr. Mustacho, I am the General Manager of Sr. Mustacho. I remember I saw two male customers talk and argue but they separated. After the males were separated some time went by and at about 1:20 a. m. in the morning one of the males went up to the other male and a verbal argument ensued, it was not physical. I could see more people began to get involved and they were all escorted out as I called the police. While I was calling the police, I saw a group of people fighting and I heard gunshots. I also saw a female in a black dress with a handgun and she was shooting in the air. At the time we did not employee armed security guards, we had bouncers that would check the identification cards of customers. I would like to say there is video of the incident and I am waiting for the owners to contact me with the video. I also have videos that were sent to my phone, I provided them to Investigator Rodarte while I provided my statement.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Raymundo Galindo
AFFIANT

Subscribed and sworn before me by Affiant this 23rd, day of November 2020

[Signature]
WITNESS

Under the Authority of the Texas Government Code, chapter 602.002, a peace officer engaged in the performance of the officer's duty.

AFFIDAVIT

Case: 2020-36350

STATE OF TEXAS
COUNTY OF HIDALGO

 **COPY**

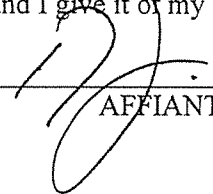
BEFORE ME, the undersigned authority, A Peace Officer in and for the City of Weslaco Hidalgo County, Texas, on this day personally appeared Rafael Caballero duly sworn upon his oath deposes and says:

My name is Rafael Caballero I am 43 years old and my date of birth 08/03/1977. My homes address 613 Dover Drive, Weslaco, Texas. My home telephone number is 956-493-8229.

On Tuesday, November 17, 2020, I Rafael Caballero gave the following statement to Investigator David Rodarte of the Weslaco Police Department.

I would like to say I am the owner of Khan's Grill located at 2307 West IH2 Suite A, Weslaco, Hidalgo County, Texas. I learned of an incident that occurred at Sr. Mustacho during the early morning hours of 11/16/2020. During the incident a subject shot a gun, the projectile entered one of the front windows from Khan's Grill and the projectile became lodged into one of the walls. The window had to be replaced and it cost me \$500.00. The wall has where the projectile became lodged has not been repaired. I would like to pursue charges against the person that damaged the window and wall to my business without my consent.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.



AFFIANT

Subscribed and sworn before me by Affiant this 17th, day of November 2020



WITNESS

Under the Authority of the Texas Government Code, chapter 602.002, a peace officer engaged in the performance of the officer's duty.

AFFIDAVIT

Case: 2020-36350

STATE OF TEXAS
COUNTY OF HIDALGO

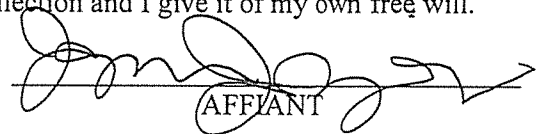
 COPY

BEFORE ME, the undersigned authority, A Peace Officer in and for the City of Weslaco Hidalgo County, Texas, on this day personally appeared Jasmine Izaguirre duly sworn upon her oath deposes and says:

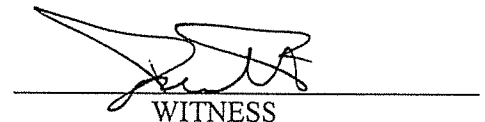
My name is Jasmine Izaguirre I am 24 years old and my date of birth 12/05/1995. My homes address 2815 Roselawn, Weslaco, Texas. My home telephone number is 956-463-0909.

I would like to say that on November 15, 2020, I was at the bar of Sr. Mustacho. I am employed at Sr. Mustacho as a bartender, but I was off that day. While I was not working, I was sitting down when I saw two males arguing with each other. I was able to record the incident but at the same time there was a fight on the property. The fight was outside, and I heard about 4 or 5 gunshots. I went outside to see the other fight and saw a female in black clothing with a gun shooting randomly. I was able to take photographs of the female while she had the gun in her hand. I was able to see that a fight occurred between a male in a blue shirt and another male. I believe this girl in black and the male in blue were together. I then saw the girl and guy run toward the Silver Jeep after the fight. I was able to see that they parked the Jeep in front of Sr. Mustacho. I would like to say the males I saw arguing inside in the video I have were not the same males that were fighting outside. I would like to say at the time we did not have security guards, but we did have bouncers, but they are not armed nor display a badge. The bouncers usually wear all black and I believe they check identifications cards for customers. I have video of the argument inside Sr. Mustacho that I provided today to Investigator Rodarte along with photographs of the female in the black clothing.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.


AFFIANT

Subscribed and sworn before me by Affiant this 23rd, day of November 2020


WITNESS

Under the Authority of the Texas Government Code, chapter 602.002, a peace officer engaged in the performance of the officer's duty.



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3767	
From:			
Subject: Discussion and consideration to award FY 2020/2021 Manhole Rehabilitation Phase IV to Southern Trenchless Solutions, LLC., Buyboard vendor contract #555- 18, in the amount not to exceed \$98,400.00, and authorize the Mayor to execute any related documents. (Staffed by Public Works Department)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Southern Trenchless- Manhole Rehab FY20.21			
Responsibilities upon Approval:			



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued: 10/29/2020

Quote: 9483

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 555-18

Project: **City of Weslaco - Manhole Rehabilitation - Phase IV**

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	358	Premium Manhole frame and cover	32	EA	\$ 1,250.00	\$ 40,000.00
2	360	Manhole Rehabilitation - cementitious	2000	SF	\$ 12.00	\$ 24,000.00
3	361	Manhole Rehabilitation - epoxy	2000	SF	\$ 12.00	\$ 24,000.00
4	366	Manhole Bench Rebuild	32	EA	\$ 325.00	\$ 10,400.00
Total						\$ 98,400.00

Exclusion: 1 Does Not Include Bypass or Point Repairs.
2 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.
3 Waste site to be provided by City of Weslaco.

Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

*** Please Make Checks Payable To:
Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599



We Appreciate Your Business!!!

MANHOLE REHAB LOCATIONS 2020-21

1. 1903 S. Bridge
2. 1811 S. Bridge
3. 18th street Infront of chechos
4. 1st & Illinois
5. 422 E. 18th street south side by trees
6. 1605 S. Oklahoma in the alley
7. Huisache between Louisiana and Pueblo
8. Huisache west of Louisiana in the alley
9. 505 Northgate dr in the back
10. Frost proof and Missouri
11. Frostproof between Missouri and Nebraska
12. 421 Frostproof
13. Illano Grande & Shane
14. 1st and Sinclair
15. Sinclair between agostadero and plaza
16. 401 agostadero
17. Tio & 12th
18. 1802 live oak
19. 510 s. Westgate
20. Illano grande and plaza
21. Frontage road by overpass on Dolores Huerta
22. Votec and pike
23. East of Votec and pike
24. Carman st 5 manholes
25. North bridge and Lincoln in the alley
26. North bridge in the alley between Roosevelt and Jefferson
27. 400 Barclay



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3627
From:		
Subject: Discussion and consideration on 2020-2021 Street Improvement projects and prioritization list and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: Public Works identified 36 streets for paving improvements. Engineering staff evaluated each street and ranked them. A ranked street paving list is provided for your information. Additionally, Engineering staff developed a street paving dashboard where survey information for each street including photos can be accessed. Supporting information is attached.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Lucy Espinoza	Created/Initiated	
Alberto Aldana	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of street paving list.		
Attachments, if any: 11-24-20CCMemo_Street Paving List, PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 2021_ranked, Criteria for Road Paving, Pavement Condition Survey Form		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

DATE: November 24, 2020

TO: Weslaco City Commission &
Mr. Mike Perez, City Manager

FROM: Albert J. Aldana, P.E.
City Engineer

SUBJECT: Proposed FY 2021 Street Paving List

Our Public Works Department identified thirty-six streets in need of improvements such as an overlay or reconstruction throughout our City, for FY 2021.

In order to evaluate and rank each of the proposed street paving improvements, Engineering staff formulated pavement condition criterion. The criteria used to evaluate each street according to severity and extent included cracking, distortion, patch and utility cuts, rutting and depressions, spalling, raveling, potholes, drainage and traffic volumes. Each of these categories was assigned a point value. This rating approach was used to rank each street.

Attached please find staff's recommended ranking of the proposed street paving improvements.

In addition, Engineering staff also developed a street paving dashboard, where you can access survey details regarding each proposed street for paving, including photos. The dashboard can be accessed at:

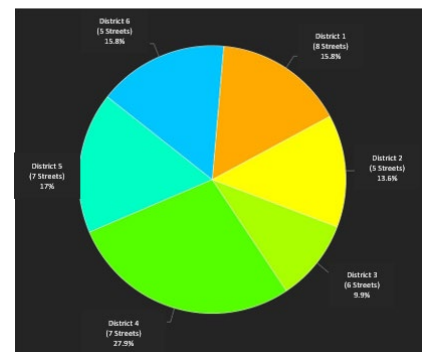
[Street Paving Dashboard](#)

This pie chart illustrates the number of streets in each district and serves as an example of the information found in the dashboard.

Attachments:

*Proposed Street Paving List & Ranking
Criteria for Street Paving
Pavement Condition Survey Form*

Streets in Districts



CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
 PROPOSED STREET PAVING IMPROVEMENTS LIST FOR FY 2021

RANK	SCORE	Street	From	To	District	Prop. Improvement	Linear Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$63.78	Caliche (Tons)	Cost \$13.00	MC30 Oil (Gal)	Cost \$5.25	Total Cost	Cummulative Total Cost
1	53	Vo-Tech Dr.	Pike Blvd.	Frontage Rd.	6	Overlay	0.11	17,025	236	\$ 15,052.08	0	\$	255	\$ 1,338.75	\$ 16,390.83	\$16,390.83
2	53	Pike Blvd.	Texas Blvd.	Republic St.	4	Reconstruction	0.25	49,970	1041	\$ 66,394.98	1402	\$ 18,226.00	500	\$ 2,625.00	\$ 87,245.98	\$103,636.81
3	53	Palmas St.	Llano Grande St.	Agostadero St.	3,5	Reconstruction	0.13	19,460	270	\$ 17,220.60	546	\$ 7,098.00	292	\$ 1,533.00	\$ 25,851.60	\$129,488.41
4	53	Spicewood Dr.	Tanglewood	Wildwood	1	Overlay	0.15	30,020	417	\$ 26,596.26	0	\$	450	\$ 2,362.50	\$ 28,958.76	\$158,447.17
5	52	2nd St.	Illinois Ave.	Texas Blvd.	2	Overlay	0.12	18,510	257	\$ 16,391.46	0	\$	278	\$ 1,459.50	\$ 17,850.96	\$176,298.13
6	47	Meadow Wood Dr.	Woodland Dr.	Tanglewood	1	Overlay	0.21	30,520	424	\$ 27,042.72	0	\$	458	\$ 2,404.50	\$ 29,447.22	\$205,745.35
7	46	Clifford Dr.	Stone St.	6th St.	3	Overlay	0.06	9,000	125	\$ 7,972.50	0	\$	135	\$ 708.75	\$ 8,681.25	\$214,426.60
8	45	Point Dr.	Thicket St.	Brush St.	4	Overlay	0.12	18,560	258	\$ 16,455.24	0	\$	278	\$ 1,459.50	\$ 17,914.74	\$232,341.34
9	41	Oklahoma Ave.	Business 83	4th St.	3	Overlay	0.15	20,540	285	\$ 18,177.30	0	\$	308	\$ 1,617.00	\$ 19,794.30	\$252,135.64
10	40	Tanglewood Ln.	Meadow Wood	Woodland Dr.	1	Overlay	0.12	17,360	241	\$ 15,370.98	0	\$	260	\$ 1,365.00	\$ 16,735.98	\$268,871.62
11	39	2nd St.	Garza Ave.	Bridge Ave.	2	Overlay	0.23	34,580	480	\$ 30,614.40	0	\$	519	\$ 2,724.75	\$ 33,339.15	\$302,210.77
12	39	Pike Blvd.	Milanos Rd.	Midway Rd.	4	Overlay	0.44	46,300	643	\$ 41,010.54	0	\$	695	\$ 3,648.75	\$ 44,659.29	\$346,870.06
13	39	7th St.	Bougainvillea	Border Ave.	1	Overlay	0.10	15,120	210	\$ 13,393.80	0	\$	227	\$ 1,191.75	\$ 14,585.55	\$361,455.61
14	38	8th St.	Texas Blvd.	Iowa Ave.	2	Overlay	0.18	27,020	375	\$ 23,917.50	0	\$	405	\$ 2,126.25	\$ 26,043.75	\$387,499.36
15	37	Bridge Ave.	Frontage Rd.	WIC Clinic	5	Overlay	0.38	80,160	1113	\$ 70,987.14	0	\$	1202	\$ 6,310.50	\$ 77,297.64	\$464,797.00
16	37	Florida Ave.	8th St.	10th St.	2	Overlay	0.10	15,148	210	\$ 13,393.80	0	\$	227	\$ 1,191.75	\$ 14,585.55	\$479,382.55
17	37	De Leon Ave.	Victory Dr.	Drain St.	2	Overlay	0.06	8,596	119	\$ 7,589.82	0	\$	129	\$ 677.25	\$ 8,267.07	\$487,649.62
18	37	Villas Del Norte	Border Ave.	Dead End	4	Overlay	0.35	49,329	685	\$ 43,689.30	0	\$	740	\$ 3,885.00	\$ 47,574.30	\$535,223.92
19	36	Bougainvillea Ave.	Hackberry St.	Ash Dr.	1	Overlay	0.10	14,202	197	\$ 12,564.66	0	\$	213	\$ 1,118.25	\$ 13,682.91	\$548,906.83
20	36	Stauffer St.	Nevada Ave.	Airport Dr.	5	Overlay	0.12	23,865	331	\$ 21,111.18	0	\$	358	\$ 1,879.50	\$ 22,990.68	\$571,897.51
21	35	Sapphire	Opal St.	Jade St.	6	Overlay	0.19	28,855	401	\$ 25,575.78	0	\$	433	\$ 2,273.25	\$ 27,849.03	\$599,746.54
22	35	Cactus St.	Covey Dr.	Point Dr.	4	Reconstruction	0.14	21,025	438	\$ 27,935.64	590	\$ 7,670.00	210	\$ 1,102.50	\$ 36,708.14	\$636,454.68
23	34	Las Brisas	Mile 9	Steffy Dr.	6	Overlay	0.22	36,480	507	\$ 32,336.46	0	\$	547	\$ 2,871.75	\$ 35,208.21	\$671,662.89
24	31	James St.	8th St.	11th St.	2	Overlay	0.20	39,900	554	\$ 35,334.12	0	\$	599	\$ 3,144.75	\$ 38,478.87	\$710,141.76
25	31	Clifton St.	Nevada Ave.	Airport Dr.	5	Overlay	0.12	17,550	244	\$ 15,562.32	0	\$	263	\$ 1,380.75	\$ 16,943.07	\$727,084.83
26	30	1st St.	Tio St.	Airport Dr.	5	Overlay	0.06	8,370	116	\$ 7,398.48	0	\$	126	\$ 661.50	\$ 8,059.98	\$735,144.81
27	30	Mills Ave.	6th St.	Stone St.	1,3	Overlay	0.05	7,700	107	\$ 6,824.46	0	\$	116	\$ 609.00	\$ 7,433.46	\$742,578.27
28	30	Edgewood Ln.	Wildwood Dr.	Woodland Dr.	1	Overlay	0.10	15,344	213	\$ 13,585.14	0	\$	230	\$ 1,207.50	\$ 14,792.64	\$757,370.91
29	30	Steffy Dr.	Las Brisas	Del Oro Dr.	6	Overlay	0.25	42,400	589	\$ 37,566.42	0	\$	636	\$ 3,339.00	\$ 40,905.42	\$798,276.33
30	28	4th St.	Westgate Dr.	Regency Ln	4	Overlay	0.08	13,170	183	\$ 11,671.74	0	\$	198	\$ 1,039.50	\$ 12,711.24	\$810,987.57
31	27	S. Westgate Dr.	18th St.	North to Ditch	1,3	Overlay	0.25	50,996	708	\$ 45,156.24	0	\$	765	\$ 4,016.25	\$ 49,172.49	\$860,160.06
32	27	4th St.	Westgate Dr.	Clifford Dr.	3	Overlay	0.11	22,040	306	\$ 19,516.68	0	\$	331	\$ 1,737.75	\$ 21,254.43	\$881,414.49
33	26	Covey Dr.	Westgate Dr.	Thicket St.	4	Overlay	0.12	21,700	301	\$ 19,197.78	0	\$	326	\$ 1,711.50	\$ 20,909.28	\$902,323.77
34	26	1st St.	Utah Ave.	Padre Ave.	5	Overlay	0.07	9,720	135	\$ 8,610.30	0	\$	146	\$ 766.50	\$ 9,376.80	\$911,700.57
35	24	Los Arcos St.	FM1015	Cul-de-Sac	6	Overlay	0.22	31,920	443	\$ 28,254.54	0	\$	479	\$ 2,514.75	\$ 30,769.29	\$942,469.86
36	24	Border Patrol			5	Reconstruction	0.09	9,000	188	\$ 11,990.64	252	\$ 3,276.00	90	\$ 472.50	\$ 15,739.14	\$958,209.00
							5.75	921,455	13,350	\$ 851,463.00	2,790	\$ 36,270.00	13,424	\$ 70,476.00	\$ 958,209.00	

GRAND TOTAL: \$ 958,209.00

CITY OF WESLACO

CRITERIA FOR ROAD PAVING

There are three categories of roads; Arterial, Collectors and local roads or side streets . The Engineering Department is formulating a Pavement Condition Survey Program to evaluate the city's roads. Under this program, our goal is to inspect Arterial and Collector Roads every two years and Local Roads every four years.

The streets will be rated using a Pavement Condition Survey Form and will be evaluated according to severity and extent of cracking, distortion, patch and utility cuts, rutting and depressions, spalling, raveling, potholes, drainage and traffic volume and classifications. Each of these categories is assigned a point value. This rating system is used as the primary tool in prioritizing roads for resurfacing and reconstruction. These conditions are described below:

Alligator Cracking:

- A series of interconnection cracks caused by fatigue failure of asphalt concrete surface under repeated traffic loading causing it to look like an alligator's skin.

Longitudinal & Transverse Cracking:

- Longitudinal cracks are parallel to the pavement's centerline or lay-down direction. They may be adjacent to the pavement edge.
- Transverse cracks extend across the pavement at approximately right angles to the pavement centerline.

Distortion:

- Distortions are usually caused by corrugations, bumps, sags, and shoving.
- They are localized abrupt upward or downward displacements in the pavement surface

Patch & Utility Cuts:

- A patch is an area of pavement that has been replaced with new material to repair the existing pavement.
- A patch is considered a defect no matter how well it is performing.

Rutting & Depressions

Rutting

- A rut is a surface depression in the *wheel paths*.
- Rutting stems from a permanent deformation in any of the pavement layers or sub-grade.

Depressions

- Depressions are localized areas where the pavement surface is lower than the surrounding area but the transition is not abrupt enough to be considered a distortion.
- They are often referred to as bird baths.

Spalling:

Occurs when the top layer of pavement is separated from the base course usually leaving a one (1) to one and one-half (1 ½) inch bump in the road

Raveling:

- Weathering and raveling are the wearing away of the pavement surface caused by the loss of asphalt or tar binder and dislodging aggregate particles.

Potholes:

- A type of disruption in the surface of a [roadway](#) where a portion of the road material has broken away, leaving a hole. Most potholes are formed due to [fatigue](#) of the [pavement](#) surface. As fatigue [fractures](#) develop they typically interlock in a pattern known as "alligator cracking". The chunks of pavement between fatigue cracks are worked loose and may eventually be picked out of the surface by continued wheel loads, thus forming a pothole.

Drainage:

- Some causes of poor drainage include:
 - 1) Shoulders are not cut back which keeps the water on the pavement.
 - 2) No crown in the road
 - 3) Rutting
 - 4) Standing water in ditches
 - 5) Cross culverts blocked

Traffic Volume and Classifications:

- The number of vehicles that use a roadway in during the day. As stated previously the classifications of roads are describes below:
 - 1) A **Local Road (side street)** is a road that intersects a main street and ends there. It is generally of little importance to through traffic. Being the last mile of the road system, it generally carries little traffic. Common characteristics of a side street include low speed limits (usually not more than 30 mph and few or no painted line markings to display lanes. Intersections in urban or suburban areas are usually marked by stop signs, or occasionally yield signs in some suburban areas when intersecting other side streets. In rural areas, some intersections are uncontrolled.
 - 2) A **collector road** is a low or moderate-capacity road which is below a highway or arterial road functional class. Collector roads tend to lead traffic from local roads or sections of neighborhoods to activity areas within communities, arterial roads or (occasionally) directly to expressways or freeways.
 - 3) An **arterial road** is a moderate or high-capacity road which is immediately below a highway level of service. Arterial roads carry large volumes of traffic between areas in urban centers. They are designed to carry traffic between neighborhoods, and have intersections with collector and local streets. Often, commercial areas such as shopping centers, gas stations and other businesses are located on them. Arterial roads also link up to expressways and freeways with interchanges.



PAVEMENT CONDITION SURVEY FORM – PAGE 1

Street Name: _____

Inspector's Name: _____

Date: _____

Pavement Condition: (circle one)

1. **Excellent:** Little distress. New or nearly new pavement.
2. **Good:** Moderate distress. Treatable with sealing and patching.
3. **Fair:** Considerable distress. Deteriorating rapidly. Thin overlay and crack sealing should be done.
4. **Poor:** Extensive distress. Thin overlay may be ineffective.
5. **Very Poor:** Near failure.
6. **Failure:** Dangerous. Requires constant repair.

Pavement Surface Rating (circle one, 1 being none and 10 being extensive)

- | | | | | | | | | | | |
|-----------------------------------|---|---|---|---|---|---|---|---|---|----|
| 1) Cracking | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 2) Distortion | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 3) Patch and Utility Cuts | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 4) Rutting and Depressions | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 5) Spalling | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 6) Raveling | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 7) Potholes | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

Drainage Conditions:

1. **Good:** Ditches, culverts, inlets clean. Road shoulders slope down away from roadway in most places.
2. **Fair:** Ditches, culverts, inlets fairly clean. Road shoulders slope down away from roadway in most places.
3. **Poor:** Ditches not clean, culverts and inlets clogged. Road shoulders are often higher than the roadway.



PAVEMENT CONDITION SURVEY FORM – PAGE 2

Numeric Codes for Survey Information (circle one numeric value from circled criteria above):

	Survey Description	Numeric Value
Traffic Volume	Low	1
	Medium	2
	High	3
Truck Traffic	Low	1
	Medium	2
	High	3

Numerical Value of Road _____ (add circled numbers above)

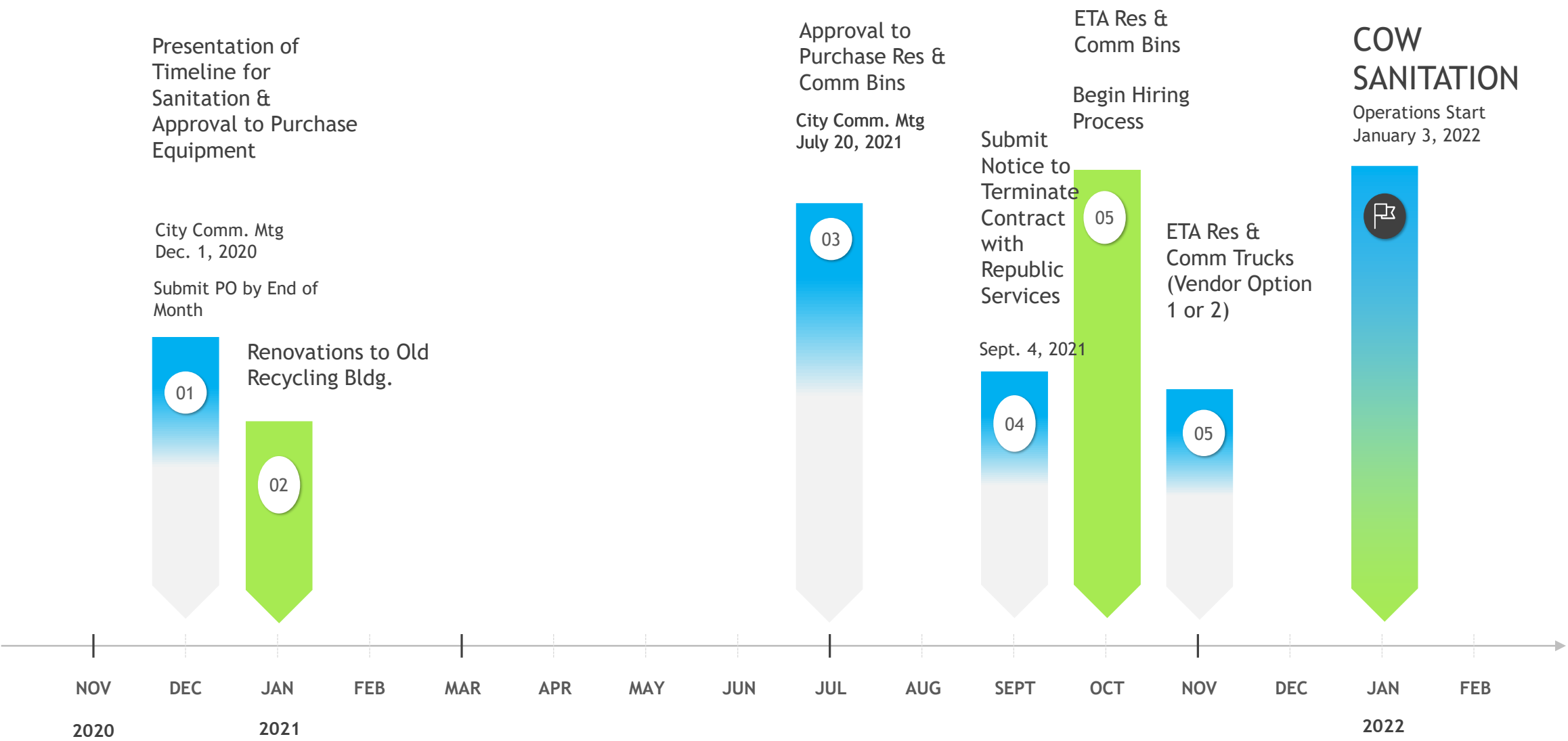
Comments:



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3770	
From:			
Subject: Discussion and consideration of the City of Weslaco Residential and Commercial Sanitation Timeline regarding procurement of sanitation services equipment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The timeline will be an important tool to utilize when the city decides to approve purchase of equipment depending on estimated time of arrivals in order to be ready when the city takes over sanitation services.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City of Weslaco Sanitation Timeline, Proposed Solid Waste Collection Budget, Capital Outlay Res & Comm			
Responsibilities upon Approval:			

City of Weslaco Sanitation Timeline



SOLID WASTE COLLECTION		History		PRELIMINARY	ADOPTED	PROPOSED	4 YEAR PLAN			
FINANCIAL SUMMARY		2017-2018 Actual	2018-2019 Actual	Fiscal Year 2019-2020	Fiscal Year 2020-2021	2021-2022 CM Recommends	2022-2023 CM Recommends	2023-2024 CM Recommends	2024-2025 CM Recommends	2025-2026 CM Recommends
540-4000-433600	GARBAGE FEES	3,857,925	3,854,841	4,050,000	4,050,000	4,050,000	4,050,000	4,050,000	4,050,000	4,050,000
540-4000-433660	RECYCLING	5,081	10,925	5,000	5,000	5,000	5,000	5,000	5,000	5,000
540-4000-433720	UTILITY BILLING PENALTIES	73,396	73,481	82,000	82,000	82,000	82,000	82,000	82,000	82,000
Category: 43 - Charges for services Total:		3,936,402	3,939,247	4,137,000	4,137,000	4,137,000	4,137,000	4,137,000	4,137,000	4,137,000
540-4000-450010	INTERGOVERNMENTAL REVENUE	-	29,670	-	-	-	-	-	-	-
Category: 45 - Intergovernmental Total:		-	29,670	-	-	-	-	-	-	-
GENERAL FUND LOAN @ 3% IR		-	-	-	600,000	-	-	-	-	-
General Fund Loan Total:		-	-	-	600,000	-	-	-	-	-
OTHER FINANCING SOURCES @ 3% IR		-	-	-	4,846,000	-	-	-	-	-
Category: 46 - Intergovernmental Total:		-	-	-	4,846,000	-	-	-	-	-
Department: 4000 - REVENUE Total:		3,936,402	3,968,917	4,137,000	9,583,000	4,137,000	4,137,000	4,137,000	4,137,000	4,137,000
EXPENDITURE SUMMARY		FY2018 Actual	FY2019 Actual-Preliminary	FY2020 ADOPTED	FY2021 Proposed	FY2021 Proposed	FY2022 Proposed	FY2023 Proposed	FY2024 Proposed	FY2025 Proposed
EMERGENCY MANAGEMENT		442,211	186,659	-	-	-	-	-	-	-
SOLID WASTE COLLECTION		3,153,338	3,436,382	3,428,799	8,537,420	2,719,666	2,134,622	2,134,622	2,134,622	2,134,622
TRANSFER STATION		112,802	105,433	94,442	94,442	94,673	94,673	94,673	94,673	94,904
LANDFILL		3,137	348	30,400	30,400	30,400	30,400	30,400	30,400	30,400
TRANSFERS & OTHER USES		1,125,168	1,125,000	1,125,000	425,000	425,000	562,500	562,500	562,500	562,500
TOTAL EXPENDITURES		4,836,656	4,853,822	4,678,641	9,087,262	3,269,739	2,822,195	2,822,195	2,822,195	2,822,426
DEBT SERVICE		-	-	-	-	586,121	572,595	559,069	545,543	532,017
DEBT SERVICE-GEN. FUND		-	-	-	-	97,031	129,375	129,375	129,375	129,375
Debt Service Total:		-	-	-	-	683,152	701,970	688,444	674,918	661,392
REVENUES OVER (UNDER) EXPENDITURES		(900,253)	(884,905)	(541,641)	495,738	184,109	612,835	626,361	639,887	653,182

	History		Current			ADOPTED
EMERGENCY MANAGEMENT	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Amended	2018-2019 Estimated	Fiscal Year 2019-2020
540-5209-533013 CONTRACTUAL SVC-DISASTER	-	442,211	-	-	186,659	
Contractual services Total:	-	442,211	-	-	186,659	-
EMERGENCY MANAGEMENT Total:	-	442,211	-	-	186,659	-

	History		Preliminary	ADOPTED	PROPOSED	4 YEAR PLAN			
SOLID WASTE COLLECTIONS	2017-2018 Actual	2018-2019 Actual	Fiscal Year 2019-2020	2020-2021 CM Recommends	2021-2022 CM Recommends	2022-2023 CM Recommends	2023-2024 CM Recommends	2024-2025 CM Recommends	2025-2026 CM Recommends
EXEMPT WAGES	-	-	-	-	-	-	-	-	-
540-5330-510020 NON-EXEMPT WAGES	-	-	-	-	401,710	401,710	401,710	401,710	401,710
OVERTIME	-	-	-	-	25,000	25,000	25,000	25,000	25,000
GROUP HEALTH INSURANCE	-	-	-	-	71,246	71,246	71,246	71,246	71,246
PENSION CONTRIBUTION	-	-	-	-	34,949	34,949	34,949	34,949	34,949
FICA TAX	-	-	-	-	24,906	24,906	24,906	24,906	24,906
MEDICARE TAX	-	-	-	-	5,825	5,825	5,825	5,825	5,825
WORKERS COMP INSURANCE	-	-	-	-	22,174	22,174	22,174	22,174	22,174
UNEMPLOYMENT TAX	-	-	-	-	3,500	3,500	3,500	3,500	3,500
PENSION EXPENSE-AUDIT	1,776	-	-	-	-	-	-	-	-
WORKERS COMP INSURANCE	-	-	-	-	-	-	-	-	-
Category: 51 - Personal services Total:	1,776	-	-	-	589,310	589,310	589,310	589,310	589,310
540-5330-522010 COMMUNICATIONS	189	-	-	-	-	-	-	-	-
INSURANCE & BONDS	-	-	-	-	59,079	59,079	59,079	59,079	59,079
540-5330-522445 COLLECTION COSTS (NA & MW)	35,697	37,442	37,000	37,000	37,000	37,000	37,000	37,000	37,000
MAINT-MACHINERY	-	-	-	-	92,325	123,100	123,100	123,100	123,100
540-5330-522636 MAINT-VEHICLES	-	154	500	500	1,800	2,400	2,400	2,400	2,400
540-5330-522810 OTHER SERVICES	50,093	63,905	38,000	38,000	712,119	936,825	936,825	936,825	936,825
Category: 52 - Other charges Total:	85,979	101,501	75,500	75,500	902,323	1,158,404	1,158,404	1,158,404	1,158,404
540-5330-533100 CONTRACTUAL SERVICES	3,064,130	3,334,787	3,353,299	3,353,299	838,325	-	-	-	-
Category: 53 - Contractual services Total:	3,064,130	3,334,787	3,353,299	3,353,299	838,325	-	-	-	-
OFFICE SUPPLIES	-	-	-	-	500	500	500	500	500
CLOTHING & LINENS	-	-	-	-	8,500	7,700	7,700	7,700	7,700
MOTOR FUEL & LUBE	-	-	-	-	378,708	378,708	378,708	378,708	378,708
MINOR TOOLS	-	-	-	-	-	-	-	-	-
540-5330-544045 OTHER SUPPLIES	-	94	-	-	2,000	-	-	-	-
EQUIPMENT	-	-	-	-	-	-	-	-	-
Category: 54 - Supplies Total:	-	94	-	-	389,708	386,908	386,908	386,908	386,908
CAPITAL OUTLAY	-	-	-	5,108,621	-	-	-	-	-
Category: 55 - Capital Outlay Total:	-	-	-	5,108,621	-	-	-	-	-
540-5330-571010 DEPRECIATION	1,453	-	-	-	-	-	-	-	-
Category: 57 - Depreciation Total:	1,453	-	-	-	-	-	-	-	-
Department: 5330 - SOLID WASTE COLLECTION Total:	3,153,338	3,436,382	3,428,799	8,537,420	2,719,666	2,134,622	2,134,622	2,134,622	2,134,622

		History			ADOPTED	PROPOSED	4 YEAR PLAN			
TRANSFER STATION/RECYCLING		2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	Fiscal Year 2019-2020	2020-2021 CM Recommends	2021-2022 CM Recommends	2022-2023 CM Recommends	2023-2024 CM Recommends	2024-2025 CM Recommends
540-5332-510020	NON-EXEMPT WAGES	25,958	44,363	45,157	45,827	45,827	45,827	45,827	45,827	45,827
540-5332-510025	PART-TIME WAGES	9,555	5,684	2,864	10,714	10,714	10,714	10,714	10,714	10,714
540-5332-510080	OVERTIME	1,358	3,072	1,369	-	-	-	-	-	-
540-5332-511100	GROUP HEALTH INSURANCE	4,115	9,327	9,804	10,178	10,178	10,178	10,178	10,178	10,178
540-5332-511120	PENSION CONTRIBUTION	1,738	3,645	3,819	4,005	4,005	4,005	4,005	4,005	4,005
540-5332-511140	FICA TAX	2,075	2,975	2,921	3,506	3,506	3,506	3,506	3,506	3,506
540-5332-511150	MEDICARE TAX	485	696	683	820	820	820	820	820	820
540-5332-511160	WORKERS COMP INSURANCE	2,362	3,878	3,631	3,120	3,120	3,120	3,120	3,120	3,120
540-5332-511180	UNEMPLOYMENT TAX	96	396	85	750	750	750	750	750	750
Category: 51 - Personal services Total:		47,742	74,035	70,333	78,920	78,920	78,920	78,920	78,920	78,920
540-5332-522010	COMMUNICATIONS	3,015	2,054	-	-	-	-	-	-	-
540-5332-522380	UTILITIES	1,813	2,320	1,431	1,600	1,600	1,657	1,657	1,657	1,657
540-5332-522634	MAINT-MACHINERY	34	-	1,873	-	-	-	-	-	-
540-5332-522636	MAINT-VEHICLES	1,867	3,601	4,524	6,522	6,522	6,696	6,696	6,696	6,927
540-5332-522810	OTHER SERVICES	-	10,561	-	600	600	600	600	600	600
Category: 52 - Other charges Total:		6,730	18,537	7,828	8,722	8,722	8,953	8,953	8,953	9,184
540-5332-544001	OFFICE SUPPLIES	46	-	385	300	300	300	300	300	300
540-5332-544012	CLOTHING & LINENS	1,701	1,338	1,205	1,500	1,500	1,500	1,500	1,500	1,500
540-5332-544016	MOTOR FUEL & LUBE	-	274	674	2,000	2,000	2,000	2,000	2,000	2,000
540-5332-544020	MINOR TOOLS	-	550	-	-	-	-	-	-	-
540-5332-544045	OTHER SUPPLIES	1,175	1,558	1,718	3,000	3,000	3,000	3,000	3,000	3,000
540-5332-548050	EQUIPMENT	90	1,048	-	-	-	-	-	-	-
Category: 54 - Supplies Total:		3,011	4,767	3,982	6,800	6,800	6,800	6,800	6,800	6,800
540-5332-550100	CAPITAL OUTLAY	-	-	23,289	-	-	-	-	-	-
Category: 55 - Capital outlay Total:		-	-	23,289	-	-	-	-	-	-
540-5332-571010	DEPRECIATION	5,645	15,463	-	-	-	-	-	-	-
Category: 57 - Depreciation Total:		5,645	15,463	-	-	-	-	-	-	-
Department: 5332 - TRANSFER STATION Total:		63,128	112,802	105,433	94,442	94,442	94,673	94,673	94,673	94,904

	History		PRELIMINARY	ADOPTED	PROPOSED	4 YEAR PLAN				
LANDFILL	2017-2018 Actual	2018-2019 Actual	Fiscal Year 2019-2020	2020-2021 CM Recommends	2021-2022 CM Recommends	2022-2023 CM Recommends	2023-2024 CM Recommends	2024-2025 CM Recommends	2025-2026 CM Recommends	
540-5334-522380 UTILITIES	341	348	400	400	400	400	400	400	400	400
540-5334-522845 MONITORING OF LANDFILL	-	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
540-5334-522850 DISPOSAL SPECIAL PRJ	-	-	-	-	-	-	-	-	-	-
Category: 52 - Other charges Total:	341	348	30,400	30,400	30,400	30,400	30,400	30,400	30,400	30,400
540-5334-533100 CONTRACTUAL SERVICES	2,796	-	-	-	-	-	-	-	-	-
Category: 53 - Contractual services Total:	2,796	-	-	-	-	-	-	-	-	-
Department: 5334 - LANDFILL Total:	3,137	348	30,400	30,400	30,400	30,400	30,400	30,400	30,400	30,400

	History		PRELIMINARY	ADOPTED	PROPOSED	4 YEAR PLAN			
TRANSFERS & OTHER USES	2017-2018 Actual	2018-2019 Actual	Fiscal Year 2019-2020	2020-2021 CM Recommends	2021-2022 CM Recommends	2022-2023 CM Recommends	2023-2024 CM Recommends	2024-2025 CM Recommends	2025-2026 CM Recommends
540-5800-522098 BAD DEBT EXPENSE	168	-	-	-	-	-	-	-	-
Category: 52 - Other charges Total:	168	-	-	-	-	-	-	-	-
540-5800-580000 TRANSFER TO GENERAL FUND	1,125,000	1,125,000	1,125,000	425,000	562,500	562,500	562,500	562,500	562,500
Category: 58 - Other Financing Uses Total:	1,125,000	1,125,000	1,125,000	425,000	562,500	562,500	562,500	562,500	562,500
Department: 5800 - TRANSFERS & OTHER USES Total:	1,125,168	1,125,000	1,125,000	425,000	562,500	562,500	562,500	562,500	562,500

FY 2020-2021-Employee Listing Report

TRANSFER STATION						205									
						Proposed	5,089	8.70%	6.20%	1.45%				\$ 250	
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,864	1,328	311	9015	5.52	1,183	250	31,448
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651	152	9015	5.52	580	250	12,137
						55,432	10,178	3,909	3,437	804			3,060	750	77,569
						2% COLA	1,109	96.45	68.74	16.08		5.52	61		
						56,541	10,178	4,005	3,506	820			3,121	750	78,920

FY 2021-2022-Employee Listing Report

TRANSFER STATION						205										
						Proposed	5,089	8.70%	6.20%	1.45%						\$ 250
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/Life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983	
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,863.89	1,328.29	310.65	9015	5.52	1,183	250	31,448	
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651.25	152.31	9015	5.52	580	250	12,137	
						55,432	10,178	3,909	3,437	804			3,060	750	77,569	
					2% COLA	1,109		96.45	68.74	16.08		5.52	61			
						56,541	10,178	4,005	3,506	820			3,121	750	78,920	

SOLID WASTE COLLECTION					Proposed	5,089	8.70%	6.20%	1.45%	\$ 250						
Dept	Emp#	Employee Name	Hire Date	Primary Position	Proposed Hourly Rate	Proposed Wages	Group Ins Health/Life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5330 - TRANSFER STATION					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
					Sanitation Supervisor	16.67	34,674	5,089	3,017	2,150	503	7,590	5.52	1,914	250	47,596
					General Services Coordinator	12.96	26956.8	5,089	2,345	1,671	391	7,590	5.52	1,488	250	38,191
					Lead Mechanic	13.27	27601.6	5,089	2,401	1,711	400	7,590	5.52	1,524	250	38,977
					Mechanic Asst./Inventory Mgr.	13.03	27102.4	5,089	2,358	1,680	393	7,590	5.52	1,496	250	38,369
						401,710	71,246	34,949	24,906	5,825			22,174	3,500	564,310	

FY 2022-2023-Employee Listing Report

TRANSFER STATION						205										
						Proposed	5,089	8.70%	6.20%	1.45%	\$ 250					
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983	
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,863.89	1,328.29	310.65	9015	5.52	1,183	250	31,448	
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651.25	152.31	9015	5.52	580	250	12,137	
						55,432	10,178	3,909	3,437	804				3,060	750	77,569
	2% COLA					1,109			96.45	68.74	16.08	5.52		61		
						56,541	10,178	4,005	3,506	820				3,121	750	78,920

SOLID WASTE COLLECTION				Proposed				5,089	8.70%	6.20%	1.45%	\$ 250			
Dept	Emp#	Employee Name	Hire Date	Primary Position	Proposed Hourly Rate	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total
540-5330 - TRANSFER STATION				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118
				Sanitation Supervisor	16.67	34,674	5,089	3,017	2,150	503	7,590	5.52	1,914	250	47,596
				General Services Coordinator	12.96	26956.8	5,089	2,345	1,671	391	7,590	5.52	1,488	250	38,191
				Lead Mechanic	13.27	27601.6	5,089	2,401	1,711	400	7,590	5.52	1,524	250	38,977
				Mechanic Asst./Inventory Mgr.	13.03	27102.4	5,089	2,358	1,680	393	7,590	5.52	1,496	250	38,369
						401,710	71,246	34,949	24,906	5,825		22,174	3,500	564,310	

FY 2023-2024-Employee Listing Report

TRANSFER STATION					205 Proposed 5,089 8.70% 6.20% 1.45% \$ 250										
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,863.89	1,328.29	310.65	9015	5.52	1,183	250	31,448
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651.25	152.31	9015	5.52	580	250	12,137
						55,432	10,178	3,909	3,437	804			3,060	750	77,569
				2% COLA		1,109		96.45	68.74	16.08		5.52	61		
						56,541	10,178	4,005	3,506	820			3,121	750	78,920

SOLID WASTE COLLECTION					Proposed 5,089 8.70% 6.20% 1.45% \$ 250
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FY 2024-2025-Employee Listing Report

TRANSFER STATION						205										
						Proposed	5,089	8.70%	6.20%	1.45%					\$ 250	
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983	
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,863.89	1,328.29	310.65	9015	5.52	1,183	250	31,448	
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651.25	152.31	9015	5.52	580	250	12,137	
						55,432	10,178	3,909	3,437	804			3,060	750	77,569	
						2% COLA										
							1,109	96.45	68.74	16.08		5.52	61			
							56,541	10,178	4,005	3,506	820		3,121	750	78,920	

SOLID WASTE COLLECTION						Proposed	5,089	8.70%	6.20%	1.45%					\$ 250	
Dept	Emp#	Employee Name	Hire Date	Primary Position	Proposed Hourly Rate	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5330 - TRANSFER STATION				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Sanitation Supervisor	16.67	34,674	5,089	3,017	2,150	503	7,590	5.52	1,914	250	47,596	
				General Services Coordinator	12.96	26956.8	5,089	2,345	1,671	391	7,590	5.52	1,488	250	38,191	
				Lead Mechanic	13.27	27601.6	5,089	2,401	1,711	400	7,590	5.52	1,524	250	38,977	
				Mechanic Asst./Inventory Mgr.	13.03	27102.4	5,089	2,358	1,680	393	7,590	5.52	1,496	250	38,369	
						401,710	71,246	34,949	24,906	5,825			22,174	3,500	564,310	

FY 2025-2026-Employee Listing Report

TRANSFER STATION						205										
						Proposed	5,089	8.70%	6.20%	1.45%					\$ 250	
Dept	Emp#	Employee Name	Hire Date	Primary Position	Annual Wages	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5332 - TRANSFER STATION	1144	BURCIAGA III, ADRIAN	10/01/2015	RECYCLE MAINT. WORKER	23,504	23,504	5,089	2,044.85	1,457.25	340.81	9015	5.52	1,297	250	33,983	
	1176	COCIO, MARK A.	02/22/2016	LABORER	21,424	21,424	5,089	1,863.89	1,328.29	310.65	9015	5.52	1,183	250	31,448	
	1455	ARMENDARIZ, ISRAEL	05/13/2019	SKILLED LABORER-PT	10,504	10,504	-	-	651.25	152.31	9015	5.52	580	250	12,137	
						55,432	10,178	3,909	3,437	804			3,060	750	77,569	
						2% COLA										
							1,109	96.45	68.74	16.08		5.52	61			
							56,541	10,178	4,005	3,506	820		3,121	750	78,920	

SOLID WASTE COLLECTION						Proposed	5,089	8.70%	6.20%	1.45%					\$ 250	
Dept	Emp#	Employee Name	Hire Date	Primary Position	Proposed Hourly Rate	Proposed Wages	Group Ins Health/life	TMRS	Fica Tax	Med Tax	Classification	Rate	WC	FUTA	Total	
540-5330 - TRANSFER STATION				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Medium Equipment Operator	13.72	28,538	5,089	2,483	1,769	414	7,590	5.52	1,575	250	40,118	
				Sanitation Supervisor	16.67	34,674	5,089	3,017	2,150	503	7,590	5.52	1,914	250	47,596	
				General Services Coordinator	12.96	26956.8	5,089	2,345	1,671	391	7,590	5.52	1,488	250	38,191	
				Lead Mechanic	13.27	27601.6	5,089	2,401	1,711	400	7,590	5.52	1,524	250	38,977	
				Mechanic Asst./Inventory Mgr.	13.03	27102.4	5,089	2,358	1,680	393	7,590	5.52	1,496	250	38,369	
						401,710	71,246	34,949	24,906	5,825			22,174	3,500	564,310	

Financial Impact for Sanitation Department
Residential / Commercial Garbage Disposal Services

Estimated Cost for Residential/Commercial Garbage Service Equipmment

CAPITAL OUTLAY			
Description	Quantity	Estimated Cost of Equipment	\$ 5,108,621.17
Peterbilt 520 Heil Side Loader- Trash	6	\$289,575.87	\$ 1,737,455.22
Peterbilt 520 Heil Front Loader- Comm Trash	5	\$270,337.29	\$ 1,351,686.45
Container Carrier Truck	1	\$121,393	\$ 121,392.50
Crew Cab Half-Ton Diesel Truck (Supervisor Unit)	1	\$39,000.00	\$ 39,000.00
Shop Truck Diesel (Mechanic Unit)	1	\$36,000.00	\$ 36,000.00
(Mechanic Assistant/Inventory Mgr. Unit)	1	\$34,000.00	\$ 34,000.00
		Total Equipment	\$ 3,319,534.17
Residential Bins	12,000	\$46.50	\$ 558,000.00
Residential Bins Shipping Fee		\$25,000.00	\$ 25,000.00
<u>Commercial Bins (708ct):</u>			
2cy Commercial Bin (76+10 extras)	86	\$464.00	\$ 39,904.00
3cy Commercial Bin (191+10 extras)	201	\$557.00	\$ 111,957.00
4cy Commercial Bin (199+10 extras)	209	\$626.00	\$ 130,834.00
6cy Commercial Bin (121+10 extras)	131	\$808.00	\$ 105,848.00
8cy Commercial Bin (187+10 extras)	197	\$952.00	\$ 187,544.00
Commercial Bins Shipping Fee		\$30,000.00	\$ 30,000.00
		Total Bins	\$ 1,189,087.00
Old Recycling Bulding Renovations		\$250,000.00	\$ 250,000.00
Wash Pad Station		\$50,000.00	\$ 50,000.00
Fuel Tank-12,000 Gallon	1	\$200,000.00	\$ 200,000.00
Miscellaneous		\$100,000.00	\$ 100,000.00
		Total Property Renovations	\$ 600,000.00
Total Capital Outlay			\$ 5,108,621.17



Standardized Agenda Request Form

Date of Meeting: December 1, 2020		Agenda Item No. (to be assigned by CSO): 2020-3758	
From:			
Subject: Discussion and consideration to approve the purchase of six Peterbilt residential garbage trucks, five Peterbilt commercial garbage trucks and one Peterbilt garbage container handler truck from purchasing co-op vendor; Rush Truck Centers - Texas Pack & Load (Buyboard contract #601-19) in the amount not to exceed \$3,210,534.17 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The City of Weslaco extended a contract with Republic Services for one year and four months and is looking into taking over sanitation services by the end of January 2022. At this time, we are presenting a timeline of procurement process and ETA for equipment in order to be ready by the end of the contract terms.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: TP&L Container Truck, Tabulation Res & Comm Trucks, Texas P&L Comm Trucks, Texas P&L Res Trucks			
Responsibilities upon Approval:			

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	11/6/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Waslaco		
End User Contact:	Homer Rhodes	Phone/Fax	(956) 973-3146
Product Description:	Peterbilt 330 Container Handler With Lights		

A: Base Price in Bid/Proposal Number: 601-19			Series: 330 \$ 63,157.00		
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 219.00	RTC-0040	OEM + Safety Analysis	\$ 1,236.00
Peterbilt	Engine/Transmission & Equipment	\$ 11,129.00	RTC-0052	Body Prep Package	\$ 2,804.00
Peterbilt	Air and Trialer/Tires & Wheels	\$ 2,070.00	RTC-0127	Dumpster Body	\$ 46,440.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 6.00			
Peterbilt	Cab & Equipment	\$ 2,290.00			
Subtotal Column 1: \$ 15,714.00			Subtotal Column 2: \$ 50,480.00		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 66,194.00

C: Subtotal of A + B					\$ 129,351.00
D: Non Published Options					
G&H Container Handler with Options	\$ (7,647.00)				
Subtotal Column 1: \$ (7,647.00)		Subtotal Column 2: \$ -			

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ (7,647.00)
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E: Contract Price Adjustment (If any, explain here)	
Paccar Q4 Muni Discount	\$ (711.50)

F: Total of C + D +/- E	\$ 120,992.50
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G: Quantity ordered Units: <u>1.00</u> x F	\$ 120,992.50
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
				\$ -	
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 121,392.50
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1015 Commercial Blvd. S.
Arlington, Texas 76001
Toll Free Within US:
1-800-654-5291
Local or Outside US:
817-467-9883
Fax: 817-472-5548

Features

- ★ Complete Hydraulic Kit - Bi-Rotation Pum
- ★ Rolled Poly Fenders
- ★ Two Spool Valves
- ★ Inside Cab Cable Controls
- ★ Oil System Filter within ISO 18/15/13 Sp
- ★ 10 gal. Hydraulic Tank
- ★ Conspicuity Tape
- ★ D.O.T. Lighting

[Top](#)**Options**

- ★ Air Brake Controller
- ★ Back Up Alarm
- ★ Electric Brake Controller
- ★ Fire Extinguisher Rack
- ★ Hot Shift PTO (auto transmission)
- ★ Loader - Rear Loader Attachment
- ★ Loader - Side Loader Attachment
- ★ Pintle Hitch
- ★ Rear Controls
- ★ Rotating Head
- ★ Spare Tire Rack
- ★ Tool Box - Behind Cab
- ★ Tool Box - Side Mount

[Top](#)**Specifications**[Top](#)

CITY OF WESLACO
RESIDENTIAL COMMERCIAL GARBAGE TRUCKS
TABULATION



Date: 12/1/2020

		Rush Truck - Heil of Texas Jose Gonzalez/John Davis 4700 N. Cage St. Pharr, TX 78577 Ph No.: 956.566.8100 Office No.: 956.782.4511 gonzalezj@rushenterprises.com			Rush Truck - Texas Pack & Load Jose Gonzalez/Lane Batley 4700 N. Cage St. Pharr, TX 78577 Ph No.: 956.566.8100 Office No.: 956.782.4511 gonzalezj@rushenterprises.com		
DESCRIPTION	QTY	Description	Unit Price	Total Price	Description	Unit Price	Total Price
Residential Side Loader	6	Peterbilt 520 Heil ASL W/Lights, 28yd	\$313,561.27	\$1,881,367.62	Peterbilt 520 Neway ASL W/Lights, 31yd	\$289,575.87	\$1,737,455.22
Commercial Front Loader	5	Peterbilt 520 Heil FEL W/Lights, 28yd	\$297,718.18	\$1,488,590.90	Peterbilt 520 Neway FEL W/Lights, 40yd	\$270,337.29	\$1,351,686.45
Commercial Container Handler	1	N/A		\$0.00	Peterbilt 330 Container Handler W/Lights	\$121,392.50	\$121,392.50
		\$3,369,958.52			\$3,210,534.17		
		Rush Truck - Heil of Texas			Rush Truck - Texas Pack & Load		

RECOMMENDATION:

Staff recommends approval of the best value and most advantageous bid, Buyboard Vendor No.: 601-19, Rush Truck - Texas Pack & Load in the amount not to exceed \$3,210,534.17.

Tabulation created by: Olga Garza

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	11/6/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Washco		
End User Contact:	Homer Rhodes	Phone/Fax	(956) 973-3146
Product Description:	Peterbilt 520 Neway FEL with Lights		

A: Base Price in Bid/Proposal Number: 601-19		Series: 520 \$ 96,440.00	
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 3,162.00	
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 3,990.00	
Peterbilt	Engine/Transmission & Equipment	\$ 18,491.00	
Peterbilt	Air and Trailer/Tires & Wheels	\$ 2,701.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 144.00	
Peterbilt	Cab & Equipment	\$ 2,638.00	
Subtotal Column 1:		\$ 31,126.00	
	OPT #	DESCRIPTION	AMOUNT
	RTC-0040	OEM + Safety Analysis	\$ 1,236.00
	RTC-0122	Refuse Body Prep	\$ 3,934.00
	RTC-0096	PTO & Hydraulics	\$ 10,316.00
	RTC-0123	500E	\$ 139,887.00
	RTC-1026	Lot Insurance/Floorplan Interest	\$ 3,981.03
Subtotal Column 2:		\$ 159,354.03	
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			\$ 190,480.03

C: Subtotal of A + B		\$ 286,920.03
D: Non Published Options		
Neway Mammoth Front Loader with Options	\$ (21,887.00)	
Whelen Lights as Specified	\$ 2,214.26	
Subtotal Column 1:		\$ (19,672.74)
Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ (19,672.74)
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E: Contract Price Adjustment (If any, explain here)	
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F: Total of C + D +/- E	\$ 267,247.29
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G: Quantity ordered Units: 1.00 x F	\$ 267,247.29
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H: BUYBOARD Administrative Fee %	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)				
Freight	\$ 2,690.00	x	1	\$ 2,690.00
				\$ 2,690.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 270,337.29
---	---------------

Texas Pack + Load
 1030 Brussels Street
 San Antonio, TX 78219 US
 parts@texaspackandload.com



QUOTE

ADDRESS

Rush Truck Center - Pharr, TX
 4700 N Cage Blvd
 Pharr, TX 78577 United States

SHIP TO

Rush Truck Center - Pharr, TX
 4700 N CAGE BLVD
 PHARR, TX 78577-9694 US

QUOTE # 1874

DATE 10/28/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH2	40yd New Way Mammoth Full Eject	1	115,000.00	115,000.00T
	NW-MAMMOTH77	Body Roof to 10GA 80K	1	0.00	0.00T
	NW-MAMMOTH80	Roof Door Solid Metal 14GA	1	0.00	0.00T
	NW-MAMMOTH81	Body Sides 1/8" AR 450	1	0.00	0.00T
	NW-MAMMOTH84	Body Floor 3/16" AR235	1	0.00	0.00T
	NW-MAMMOTH86	Body Floor Liner 36" Into Body 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH88	Hopper Sides 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH91	Hopper Floor 1/4" AR450	1	0.00	0.00T
	NW-MAMMOTH92	Front Sump w/ Dual Clean Out Doors	1	0.00	0.00T
	NW-MAMMOTH94	Tailgate Bubble 1/8" AR450	1	0.00	0.00T
	NW-MAMMOTH96	Packer Panel Lower Face 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH98	Packer Panel Sloped Face 3/16" AR450	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH105	Steel Canopy (long extension)	1	0.00	0.00T
	NW-Additional Options	Steel Canopy with Steel Extension That is Air Raised	1	0.00	0.00T
	NW-Additional Options	10,000lb Lift Rating Arms including 5" Arm Cylinder and 4" Fork Cylinder	1	0.00	0.00T
	NW-MAMMOTH124	Fork Thickness 1 1/4" 100K with hook (44" usable bumper to hook)	1	0.00	0.00T
	NW-MAMMOTH6	Service Hoist	1	0.00	0.00T
	NW-MAMMOTH158	Remote Grease tailgate hinge & cylinders	1	0.00	0.00T
	NW-MAMMOTH159	Sliding Access Door (Fiber Glass)	1	0.00	0.00T
	NW-MAMMOTH149	Shovel/Broom Rack	1	0.00	0.00T
	NW-MAMMOTH69	Acrylic Urethane Enamel (White)	1	0.00	0.00T
	NW-MAMMOTH57	Caution Decal for Tailgate (Large)	1	0.00	0.00T
	NW-MAMMOTH31	LED Body Lights including Reverse and License Plate	1	0.00	0.00T
	NW-MAMMOTH32	LED High Intensity Backup Lights - mounted mid body (2 Lights)	1	0.00	0.00T
	NW-MAMMOTH33	LED High Intensity Backup Lights - mounted on tailgate (2 Lights)	1	0.00	0.00T
	NW-MAMMOTH34	LED High Intensity Work Lights (2 Lights in Hopper and 1 on Canopy)	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH37	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in upper tailgate)	1	0.00	0.00T
	NW-MAMMOTH38	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in lower tailgate)	1	0.00	0.00T
	NW-MAMMOTH44	Center Mount Brake (I.D. Cluster)	1	0.00	0.00T
	NW-MAMMOTH68	3rd Eye Quad Camera system with 7" Color Flat Screen Monitor	1	0.00	0.00T
	NW-MAMMOTH166	2-Year Cylinder Warranty	1	0.00	0.00T
	NW-MAMMOTH170	1-Year Body Warranty	1	0.00	0.00T
	NW-MAMMOTH175	1-Year Hydraulic Warranty	1	0.00	0.00T
	NW-MAMMOTH15	Front Mount Vane Pump	1	0.00	0.00T
	NW-MAMMOTH119	Single Handle Quad Control Joystick	1	0.00	0.00T
	NW-MAMMOTH49	Over Height Warning Light - Provides visual alert when arms/forks are above cab	1	0.00	0.00T
	NW-MAMMOTH107	Filter By-Pass Visual Indicator on Filter Housing	1	0.00	0.00T
	NW-MAMMOTH114	Aluminum Oil Tank With In Tank Filtration	1	0.00	0.00T
	NW-MAMMOTH116	Quick	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Disconnect Port for Pressure Gage			
	NW-MAMMOTH162	Rubber Fender Skirt Extension (Required for rear tires wider than 98.5")	1	0.00	0.00T
	NW-MAMMOTH54	Fire Extinguisher-- 10lb. (standard equipment on mounted units only)	1	0.00	0.00T
	NW-MAMMOTH56	Triangle Kit (standard equipment and only available on mounted units)	1	0.00	0.00T
	Sales Tax	Sales Tax calculated by AvaTax on Wed 28 Oct 12:00:30 UTC 2020	1	0.00	0.00

With 4-Cameras & Wheelie Lights

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SUBTOTAL
TAX
SHIPPING
TOTAL

Accepted By

Accepted Date



BUYBOARD

Vendor	RUSH TRUCK CENTER		Date Prepared	11/6/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219	
End User:	City of Waslaco			
End User Contact:	Homer Rhodes	Phone/Fax	(956) 973-3146	
Product Description:	Peterbilt 520 Neway ASL with Lights			

A: Base Price in Bid/Proposal Number: 601-19		Series: 520 \$ 96,440.00	
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 3,162.00	
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 3,990.00	
Peterbilt	Engine/Transmission & Equipment	\$ 18,491.00	
Peterbilt	Air and Trailer/Tires & Wheels	\$ 2,701.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 144.00	
Peterbilt	Cab & Equipment	\$ 3,582.00	
Subtotal Column 1: \$ 32,070.00			
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			\$ 187,443.00

C: Subtotal of A + B										\$ 283,883.00
D: Non Published Options										
Neway Sidewinder ASL with Options		\$ 3,180.00								
Whelen Lights as Specified		\$ 2,214.26								
Subtotal Column 1:		\$ 5,394.26	Subtotal Column 2:				\$ -			

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ 5,394.26
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E: Contract Price Adjustment (If any, explain here)		
Paccar Q4 Muni Discount		\$ (2,791.39)

F: Total of C + D +/- E	\$ 286,485.87
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G: Quantity ordered: Units:	1.00	x F	\$ 286,485.87
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>i.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)					
Freight	\$ 2,690.00	x	1	\$ 2,690.00	
					\$ 2,690.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 289,575.87
---	---------------

Texas Pack + Load
 1030 Brussels Street
 San Antonio, TX 78219 US
 parts@texaspackandload.com



QUOTE

ADDRESS

Rush Truck Center - Pharr, TX
 4700 N Cage Blvd
 Pharr, TX 78577 United States

SHIP TO

Rush Truck Center - Pharr, TX
 4700 N CAGE BLVD
 PHARR, TX 78577-9694 US

QUOTE # 1873

DATE 10/27/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-SW7	Sidewinder-31 yd Dump (27 BODY W/4YD TAILGATE)	1	133,707.00	133,707.00
	NW-SW123	(29YD & 31YD) Severe Refuse Package	1	0.00	0.00T
	NW-SW104	Front Cylinder Splash Shield	1	0.00	0.00T
	NW-SW106	Trough Cleanout Tool	1	0.00	0.00T
	NW-SW107	Cleanout chute extension	2	0.00	0.00T
	NW-SW109	Partial hopper wind deflector	1	0.00	0.00T
	NW-SW80	Precrusher Panel	1	0.00	0.00T
	NW-SW81	Hopper Access Ladder	1	0.00	0.00T
	NW-SW77	Shovel/Broom Rack	1	0.00	0.00T
	NW-SW48	BODY Acrylic Urethane Enamel (White)	1	0.00	0.00T
	NW-SW50	ARM Powder Coat (NEW WAY Safety Yellow)	1	0.00	0.00T
	NW-Additional Options	Large Caution Decal	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-SW18	All LED Body Lights, Including Reverse and License Plate are Standard	1	0.00	0.00T
	NW-SW20	LED Back-up Lights on Tailgate(2) Lights	1	0.00	0.00T
	NW-SW21	LED Work Lights (1 Light in Hopper and 1 curbside toward arm)	1	0.00	0.00T
	NW-SW23	Strobe Light Package (Integrated Strobe System) (Upper Tailgate)	1	0.00	0.00T
	NW-SW24	Strobe Light Package (Integrated Strobe System) (Lower Tailgate)	1	0.00	0.00T
	NW-Additional Options	3rd Eye Quad Camera System with 7" Monitor	1	0.00	0.00T
	NW-SW82	2-Year Cylinder Warranty (standard)	1	0.00	0.00T
	NW-SW84	1-Year Body Warranty (standard)	1	0.00	0.00T
	NW-SW87	1-Year Arm Warranty (standard)	1	0.00	0.00T
	NW-SW90	1-Year Hydraulic Warranty (standard)	1	0.00	0.00T
	NW-SW11	Front Mount, Tandem vane (bumper extended)	1	0.00	0.00T
	NW-SW112	Remote Grease zerks Tailgate and Upper Cylinder Hinge Pins	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-Additional Options	Front Remote Grease System Packer & Body Lift Pins	1	0.00	0.00T
	NW-SW70	Arm Control Joystick on Counsel (standard)	1	0.00	0.00T
	NW-SW73	Arm Controls Rocker Switches Under Seat	1	0.00	0.00T
	NW-SW75	Sidewinder-Arm Cycle Counter	1	0.00	0.00T
	NW-SW58	Hour Meter on PTO	1	0.00	0.00T
	NW-SW62	Zinc Plated Tubes (std)	1	0.00	0.00T
	NW-SW63	Induction Hardened Pack Cylinders with Scrapers	1	0.00	0.00T
	NW-SW65	Quick Disconnect Ports for Pressure Gage	1	0.00	0.00T
	NW-SW38	Fire Extinguisher-- 10lb. (standard on mounted units)	1	0.00	0.00T
	NW-SW40	Triangle Kit (standard on mounted units)	1	0.00	0.00T
	Sales Tax	Sales Tax calculated by AvaTax on Wed Oct 28 11:20:53 UTC 2020	1	0.00	0.00

with 4-Cameras and Wheelon Lights

Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

SUBTOTAL
TAX
SHIPPING
TOTAL

WESLACO, CITY OF - NEW WAY SIDEWINDER ASL

Accepted By

Accepted Date

