

INTERLOCAL PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-480-000-8048
CEPRA PROJECT NO. 1569

This project cooperation agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO") and the **CITY OF CORPUS CHRISTI**, the Qualified Project Partner ("QPP"), each a "Party" and collectively "the Parties," under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 ("CEPRA" or the "Act") for GLO Contract No. 13-480-000-8048, CEPRA Project No. 1569, entitled, "**NORTH BEACH NOURISHMENT**," and GLO Special Document No. 20130007.

ARTICLE 1 – GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of the cooperation of QPP in a CEPRA project managed by the GLO, with funding provided by the GLO and QPP.

1.02 CONTRACT DOCUMENTS

The GLO and QPP hereby agree that this Contract and the following Attachments, incorporated herein for all purposes in their entirety, shall govern the Contract:

GLO SPECIAL DOCUMENT NO. 20130007

ATTACHMENT A: GENERAL AFFIRMATIONS

ATTACHMENT B: PROJECT WORK PLAN AND BUDGET

ATTACHMENT C: PROJECT LOCATION MAPS

1.03 DEFINITIONS

"Account" means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

"Administrative and Audit Regulations" means the statutes and regulations included in Title 43, Code of Federal Regulations; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of

Article VI herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies with the necessary legal authority include, but are not limited to: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Budget" means the budget for the Project, as detailed in **Attachment B** to this Contract.

"CEPRA" or the "Act" means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

"Project" means the activities described in **Section 2.01** and detailed in the Work Plan in **Attachment B** of this Contract.

"Partner Match" means the amount contributed to pay the shared project costs set forth in the Budget by QPP and all funding sources other than the CEPRA Account

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Qualified Project Partner" or "QPP" means the City of Corpus Christi.

"Special Document" means GLO Special Document No. 20130007, executed by the Parties and assigning specific rights and responsibilities to each Party to this Contract.

"State of Texas *Texttravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Work Plan" means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment B** of this Contract.

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1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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ARTICLE 2 – SCOPE OF PROJECT

2.01 DESCRIPTION OF PROJECT

The Parties agree to cooperate to conduct data collection, permitting, engineering design, and construction oversight for a beach nourishment project along approximately 7,000 linear of Gulf shoreline of Corpus Christi Bay at North Beach, in Corpus Christi, Nueces County, Texas (the “Project”).

2.02 LOCATION AND WORK PLAN

The Project area is depicted on the “Project Location Maps” attached hereto and incorporated herein for all purposes as Attachment C. The Parties shall complete the Project in accordance with the Work Plan, attached hereto and incorporated herein for all purposes as Attachment B.

2.03 PROJECT MANAGERS

The designated Project Managers for this Project are:

GLO

Michael Weeks, Project Manager
Texas General Land Office
Coastal Resources Division
P. O. Box 12873
Austin, TX 78711-2873
TEL: (512) 463-3230
FAX: (512) 475-0680
michael.weeks@glo.texas.gov

OPP

Michael Morris, Director
Corpus Christi Parks & Recreation
1201 Leopard St.
Corpus Christi, Texas 78401
TEL: (361) 826-3464
FAX: (361) 826-3864
MichaelMo@cctexas.com

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ARTICLE 3 - TERM

3.01 DURATION

This Contract shall be effective as of August 31, 2013, and shall terminate on August 31, 2015. Renewals, if any, shall be upon terms mutually agreeable to the Parties, and shall be from September 1 to August 31, coinciding with the state's fiscal year.

3.02 EARLY TERMINATION

Either party may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, QPP shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

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ARTICLE 4 -- FUNDING

4.01 TOTAL PROJECT BUDGET

The Parties agree that all expenses associated with the performance of this Contract will be paid by the Parties in accordance with the Budget, attached hereto and incorporated herein for all purposes in **Attachment B** in an amount not to exceed the sum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

4.02 CEPRA ACCOUNT

The Parties further agree that the total amount to be expended by the GLO from the CEPRA Account will not exceed the sum of **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00)**.

4.03 QPP CONTRIBUTION

QPP agrees to provide the sum of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** as Partner Match, and has submitted documentation to the GLO to substantiate that such funds will be available for the Project.

QPP shall submit payment within thirty (30) days of receipt of the GLO's written request for reimbursement. Such request may be sent by electronic mail, regular mail, or facsimile transmission.

Failure by QPP to comply with this reimbursement requirement may result in immediate cessation of work on the Project, which may increase the cost and compromise the ability of the GLO to complete the full Project. If such an event occurs, the parties agree that the Work Plan and Budget may require renegotiation. **In addition, failure by QPP to comply with the reimbursement requirements of this Section 4.03 may be considered an event of default under Section 8.01.**

Payment shall be sent to the address provided for payment of the Partner Match as set forth in **Section 4.04**.

4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for at least twenty-five percent (25%) of the shared project costs. The Act's requirement is satisfied by the Partner Match, which includes the sum to be contributed by QPP under **Section 4.03**.

QPP acknowledges that it may not use costs incurred before entering into this Contract or not in accordance with the Budget in Attachment B to offset QPP's portion of the Partner Match.

Proper match must be submitted to:

GLO – For Partner Match

Texas General Land Office

Coastal Erosion Planning and Response Act (CEPRA)-MATCH

Mail Code 151

P.O. Box 12873

Austin, TX 78711-2873
Attn: Conroy Swan, Financial Management

4.05 ALTERNATIVE SOURCE FUNDING

The Parties agree to continue to work cooperatively to investigate and secure funding from sources other than the Account. Alternative sources of funding acquired by QPP after the execution of this Agreement may be used to meet the Partner Match.

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ARTICLE 5 - STATE FUNDING / RECAPTURE / OVERPAYMENT

5.01 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.02 RECAPTURE OF FUNDS

QPP shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience notwithstanding, it is expressly understood and agreed by QPP that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that QPP has not used in strict accordance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

5.03 OVERPAYMENT

QPP understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. QPP further understands and agrees that reimbursement of such disallowed costs shall be paid by QPP from funds which were not provided or otherwise made available to QPP under this Contract.

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ARTICLE 6 – RECORDS, AUDIT, AND PUBLIC DISCLOSURE

6.01 BOOKS AND RECORDS

QPP shall keep and maintain under GAAP full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

- (a) QPP agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. QPP agrees to cooperate fully with any state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. QPP will ensure that this clause concerning state entities' authority to inspect, examine, audit, and copy records and Work Product and the requirement to fully cooperate with the state entities is included in any subcontract it awards.
- (b) QPP understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. QPP further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. QPP will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of QPP relating to the Contract for any purpose.

6.03 PERIOD OF RETENTION

QPP shall retain all records relevant to this Contract for a minimum of four (4) years or, if federal funding is included, for five (5) years. The period of retention begins at the date of final payment by the GLO for the goods or services in the Budget or from the date of termination of GLO Special Document No. 20130007, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

6.04 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. QPP shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the

Parties. Failure of QPP to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims QPP may make against the GLO for releasing such information without prior notice to QPP.

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ARTICLE 7 – MISCELLANEOUS PROVISIONS

7.01 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF QPP, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF QPP, THEN, IN SUCH EVENT, QPP AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT QPP IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND QPP'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY QPP, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY QPP TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF QPP MUST BE APPROVED BY QPP.

7.02 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to QPP's performance pursuant to this Contract. QPP shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of QPP or any other party.

7.03 GENERAL AFFIRMATIONS

QPP certifies that the General Affirmations in Attachment A have been reviewed, and that QPP is in compliance with each of the requirements reflected therein.

7.04 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, QPP shall comply with all applicable federal, state, and local laws, ordinances, and regulations. QPP shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

7.04 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate addresses below:

If to the GLO:

Texas General Land Office
1700 Congress Avenue
Austin, TX 78701
Attention: Legal Services Division

If to QPP:

Corpus Christi Parks & Recreation
1201 Leopard St.
Corpus Christi, Texas 78401
Attention: Michael Morris, Director

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

7.05 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by the GLO or QPP.**

7.06 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either party may notify the other party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

7.07 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated

attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

7.08 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. QPP acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by QPP before this Contract is effective or after it ceases to be effective are performed at the sole risk of QPP.

7.09 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

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ARTICLE 8 - EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) QPP's failure to comply with any term, covenant, or provision contained in this Contract; (ii) QPP makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, QPP makes any representation or warranty that is incorrect in any material respect to the Work Plan, of payment made to the GLO.

8.02 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. 13-480-000-8048
CEPRA PROJECT No. 1569

GENERAL LAND OFFICE

CITY OF CORPUS CHRISTI

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

ALL LEGAL
PM MAN GRP
Deputy *[Signature]*
AGC *[Signature]*
GC *[Signature]*

ATTACHMENTS TO THIS CONTRACT:

GLO SPECIAL DOCUMENT No. 20130007

- ATTACHMENT A: GENERAL AFFIRMATIONS**
- ATTACHMENT B: WORK PLAN AND BUDGET**
- ATTACHMENT C: PROJECT LOCATION MAPS**

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Respondent certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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WORK PLAN

NORTH BEACH NOURISHMENT, CEPRA PROJECT # 1569 DATA COLLECTION, FINAL DESIGN, PERMITTING, AND CONSTRUCTION OVERSIGHT

1. To address erosion of approximately 7,000 feet of Gulf shoreline at North Beach, the GLO shall:
 - a. Expend from the CEPRA account an amount not to exceed \$225,000 to the project budget.
 - b. Manage the project and identify, document, and confer with the Qualified Project Partner, the exact location and extent of the Project area.
 - c. Confirm with the Qualified Project Partner, the preferred alternative(s) for erosion response at the Project site.
 - d. Contract with a professional services provider to:
 - document existing conditions/applications;
 - review and summarize historical data and engineering studies;
 - collect data and conduct surveying as required;
 - verify that all permit requirements have been met;
 - develop construction drawings and final design;
 - provide plans, specifications and bid package;
 - prepare final construction cost estimate;
 - provide bidding assistance and contract award recommendations for a construction contractor;
 - perform construction contract administration services including on-site observation of the work;
 - conduct post-project closeout program;
 - determine post-project monitoring
 - e. Assist the City of Corpus Christi with procuring other contracting services if necessary or required.
 - f. Estimate total project costs and cost-sharing requirements.
 - g. Provide financial point of contact.

2. To address erosion of approximately 7,000 feet of Gulf shoreline at North Beach, the Qualified Project Partner shall:
 - a. Provide \$75,000 of match funding to the GLO.
 - b. Confer and cooperate with the GLO, the exact location and extent of the Project area.
 - c. Confer and cooperate with the GLO on the selection of the professional service provider, scopes of work, preferred alternatives, and construction plan.
 - d. Procure other related contracting services if necessary or required
 - e. Identify, document, and coordinate with the GLO any in-kind services that will count toward the cost-sharing requirement under this Agreement:
 - labor;

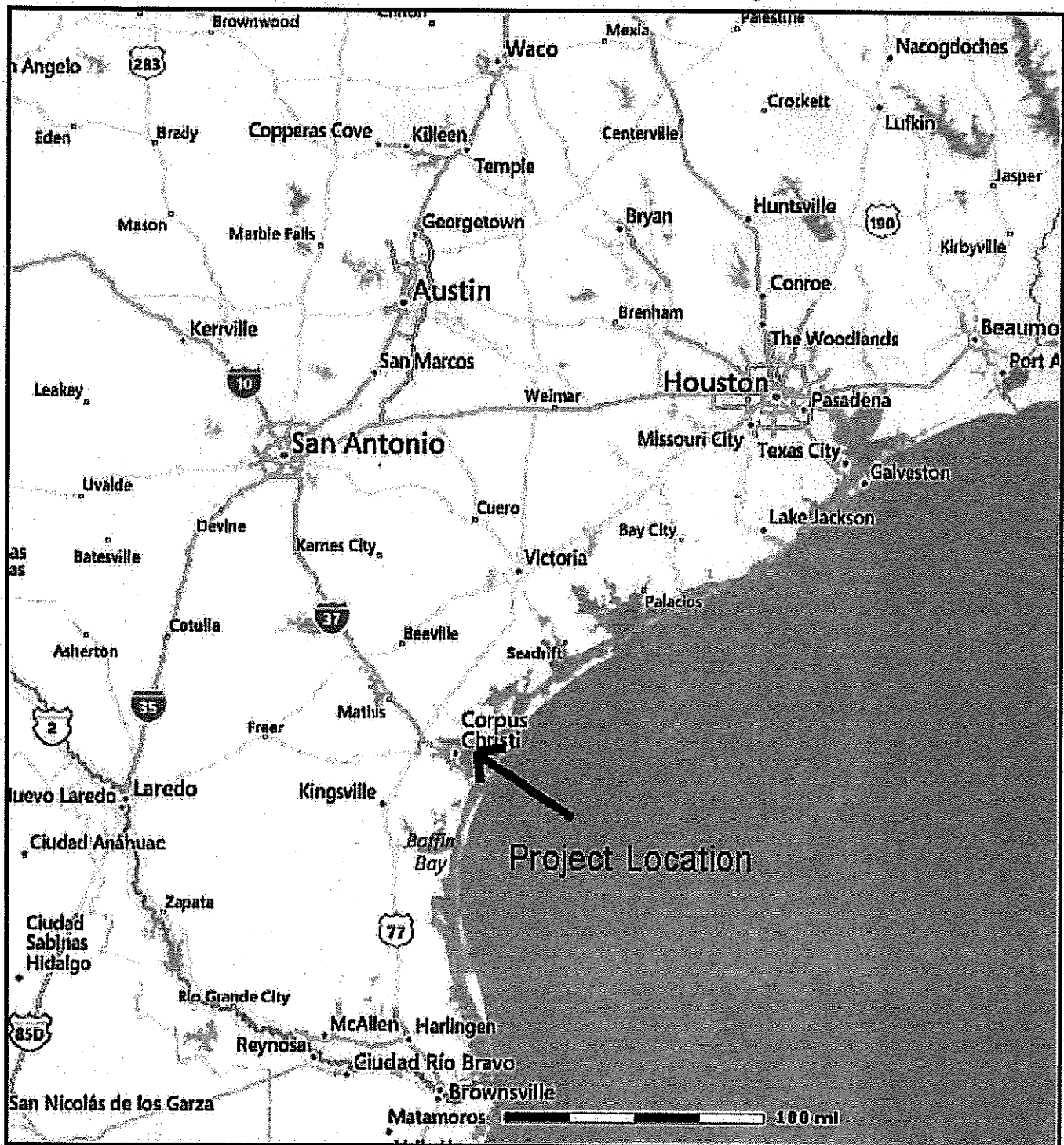
BUDGET
NORTH BEACH NOURISHMENT, CEPRA PROJECT #1569
PROJECT COSTS

CONTRACTUAL	AMOUNT
Task 1.Data Collection, Permitting, Engineering, Construction Oversight	\$300,000.00
Subtotal	\$300,000.00
TOTAL PROJECT COST NOT TO EXCEED	\$300,000.00

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP):	
City of Corpus Christi - CASH	\$75,000.00
QPP's TOTAL CASH CONTRIBUTION	\$75,000.00
CEPRA:	
CEPRA - CASH	\$225,000.00
CEPRA's TOTAL CASH CONTRIBUTION	\$225,000.00
TOTAL PROJECT CASH CONTRIBUTIONS	\$300,000.00
TOTAL PROJECT CONTRIBUTIONS	\$300,000.00

* Please specify when using historically underutilized business as required by state law.



CEPRA 1569

North Beach Nourishment



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed: Jul 29, 2013



CEPRA 1569



North Beach Nourishment



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed: Jul 29, 2013