

**COASTAL EROSION PLANNING AND RESPONSE ACT**  
**PROJECT COOPERATION AGREEMENT**  
**GLO CONTRACT NO. 14-331-000-8557**  
**CEPRA PROJECT NO. 1605**

This project cooperation agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO") and **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. 14-331-000-8557, CEPRA Project No. 1605, entitled, "*McGee Beach Nourishment*."

**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, attached hereto (or incorporated by reference as if physically attached) and incorporated herein for all purposes in their entirety, shall govern the Contract:

- ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**
- ATTACHMENT B: PROJECT LOCATION MAP(S)**
- ATTACHMENT C: GENERAL AFFIRMATIONS**

**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 Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VI herein. 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 incorporated by reference, as if physically attached.

“Budget” means the budget for the Project, as detailed in **Attachment A** to this Contract, the Project Work Plan and Budget.

“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 A** of this Contract.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

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

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

“Qualified Project Partner” or “QPP” means the City of Corpus Christi or Provider.

“State of Texas *Textravel*” 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 A** of this Contract, the Project Work Plan and Budget.

#### **1.04 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 to 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, a report is submitted, or a request is received; and
- (j) Time is of the essence in this Contract.

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## ARTICLE 2 – SCOPE OF PROJECT

### 2.01 PROJECT REQUIREMENTS

The Parties agree to cooperate to conduct a beach nourishment project at McGee Beach in Corpus Christi, Texas by collecting data, obtaining permits, developing an engineering design, and performing final construction of the beach (the “Project”). The Project area is depicted on the Project Location Map(s), attached hereto and incorporated herein in their entirety for all purposes as **Attachment B**. The Parties shall complete the Project in accordance with the Project Work Plan and Budget in **Attachment A** and the General Affirmations in **Attachment C**.

The Work Plan or Budget may be amended by written agreement of the Parties if initiated by the GLO or by submission by QPP of a written request and detailed justification to the GLO Project Manager listed in **SECTION 2.03**. Amendments to the Work Plan or Budget may delay performance of the Project. **ANY COSTS INCURRED WHILE AWAITING APPROVAL OF AMENDMENTS REQUESTED BY QPP ARE THE RESPONSIBILITY OF QPP.**

### 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  
E-mail: michael.weeks@glo.texas.gov

#### **QPP**

Jamie Pyle, Project Manager  
City of Corpus Christi  
1201 Leopard St.  
Corpus Christi, Texas 78401  
TEL: (361) 826-3502  
FAX: (361) 826-3501  
E-mail: jamiepy@cctexas.com

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### **ARTICLE 3 - TERM**

#### **3.01 DURATION**

This Contract shall be effective as of the date executed by the last Party and shall terminate upon completion of the Project in the sole determination of the GLO, or on August 31, 2015, whichever occurs first. Renewals, if any, shall be upon terms mutually agreeable to the Parties, and shall be from September 1 to August 31, always coinciding with the state's fiscal year.

#### **3.02 EARLY TERMINATION**

The GLO 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 any 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 in its entirety for all purposes in **Attachment A**, in an amount not to exceed **TWO HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$269,000.00)**.

### 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 **FIVE THOUSAND DOLLARS (\$5,000.00)** in in-kind services.

### 4.03 QPP CONTRIBUTION

QPP agrees to provide a total of **TWO HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$264,000.00)** as Partner Match towards the Project Budget. QPP shall pay this amount in full to the GLO no later than thirty (30) days following receipt of the GLO's written request for payment, which may be delivered by electronic mail, regular mail, or facsimile transmission. Payment shall be sent to the address provided for payment of the Partner Match as set forth in **SECTION 4.04**.

**IN ADDITION, FAILURE BY QPP TO COMPLY WITH THE REIMBURSEMENT REQUIREMENTS OF THIS SECTION MAY BE CONSIDERED AN EVENT OF DEFAULT UNDER SECTION 7.13.**

### 4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for not less than twenty-five percent (25%) of 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**.

Partner match shall prominently display "GLO Contract No. **14-331-000-8557**" and shall 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 Contract may be used to meet the Partner Match.

### 4.06 GENERAL AFFIRMATIONS

To the extent that they are applicable, QPP certifies that the General Affirmations in

Attachment C have been reviewed, and that QPP is in compliance with each of the requirements reflected therein.

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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 Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, 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.

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## **ARTICLE 6 – RECORDS, INSPECTION AND AUDIT, RETENTION, PUBLIC INFORMATION AND CONFIDENTIALITY**

### **6.01 BOOKS AND RECORDS**

QPP shall keep and maintain full, true, and complete records in accordance with GAAP or GASB, whichever is applicable, as 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, other applicable agreements, and all state and federal rules, regulations, and statutes.

### **6.02 INSPECTION AND AUDIT**

Pursuant to Texas Gov't Code Chapter 2262, QPP agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. QPP understands that acceptance of assistance under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with the Project. Accordingly, such records shall be subject at any time to inspection, examination, audit, and copying at any location where such records 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 relevant records and information requested. **QPP SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED IN ASSOCIATION WITH THIS CONTRACT REFLECT THE REQUIREMENTS OF THIS SECTION AND THE REQUIREMENT TO COOPERATE.**

### **6.03 PERIOD OF RETENTION**

QPP shall retain all records relevant to this Contract for a minimum of four (4) years. The period of retention begins at the date of termination of the Contract or "GLO Special Document No. XXX", 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 INFORMATION**

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.

### **6.05 CONFIDENTIALITY**

To the extent permitted by law, QPP and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by QPP or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by QPP or the GLO; or (c) information that QPP or the GLO is otherwise required to keep confidential by this Contract. Furthermore, QPP will not advertise that it is doing business with the GLO, use this

Contract as a marketing or sales tool, or make any press releases concerning this Contract without the prior written consent of the GLO.

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## ARTICLE 7 - MISCELLANEOUS PROVISIONS

### 7.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," QPP is self-insured and, therefore, is not required to purchase insurance.

### 7.02 LEGAL OBLIGATIONS

QPP shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by QPP to perform the under the contract. QPP will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. QPP agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### 7.03 INDEMNITY

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS. 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.

### 7.04 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract and with 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 any duties QPP has 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.

#### **7.05 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.

#### **7.06 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 address below:

**If to the GLO:**

Texas General Land Office  
1700 Congress Avenue  
Austin, TX 78701  
Attention: Legal Services Division – Mail Code 158

**If to QPP:**

City of Corpus Christi  
1201 Leopard St.  
Corpus Christie, Texas 78401  
Attention: Jamie Pyle, Projects Engineer

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.

#### **7.07 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.**

#### **7.08 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.

**7.09 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.

**7.10 PROPER AUTHORITY**

Each Party hereto represents and warrants that (1) it has authority to perform under this contract under authority granted in Chapter 791, Texas Government Code, and (2) 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.

**7.11 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 QPP within thirty (30) days of receipt, this Contract may be declared null and void, in the sole discretion of the GLO.

**7.12 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**7.13 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to QPP.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR GLO CONTRACT NO. 14-331-000-8557  
CEPRA PROJECT NO. 1605

GENERAL LAND OFFICE

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

~~LEGAL~~ DL  
CSD-PM <sup>DS</sup> OR AW  
CSD-Deputy RST  
CR-PM MAW KJ  
CR-Deputy HOS  
AGC \_\_\_\_\_  
GC \_\_\_\_\_ WTW



HERE

ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A: PROJECT WORK PLAN AND BUDGET
- ATTACHMENT B: PROJECT LOCATION MAP(S)
- ATTACHMENT C: GENERAL AFFIRMATIONS

ATTACHMENTS FOLLOW

## WORK PLAN

### MCGEE BEACH NOURISHMENT, CEPRA PROJECT # 1605 DATA COLLECTION, FINAL DESIGN, PERMITTING, AND CONSTRUCTION OVERSIGHT

1. To address erosion of approximately 1,800 feet of Gulf shoreline at McGee Beach, the GLO shall:
  - a. Expend from the CEPRA account an amount not to exceed \$5,000 of In-Kind services 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 1,800 feet of Gulf shoreline at McGee Beach, the Qualified Project Partner shall:
  - a. Provide \$264,000 of match funding to the GLO.
  - b. Confer and cooperate with the GLO, the exact location and extent of the Project area.
  - c. Enter into an agreement with the GLO to financially support the ongoing maintenance of the beach.
  - d. Confer and cooperate with the GLO on the selection of the professional service provider, scopes of work, preferred alternatives, and construction plan.
  - e. Procure other related contracting services if necessary or required

- f. Identify, document, and coordinate with the GLO any in-kind services that will count toward the cost-sharing requirement under this Agreement:
  - labor;
  - contractual;
  - volunteers;
  - equipment; and
  - supplies.
- g. Document local support (local associations, foundations, and others).
- h. Confer and cooperate with the GLO to establish a process for obtaining land owner consent, if needed.
- i. Provide financial point of contact.



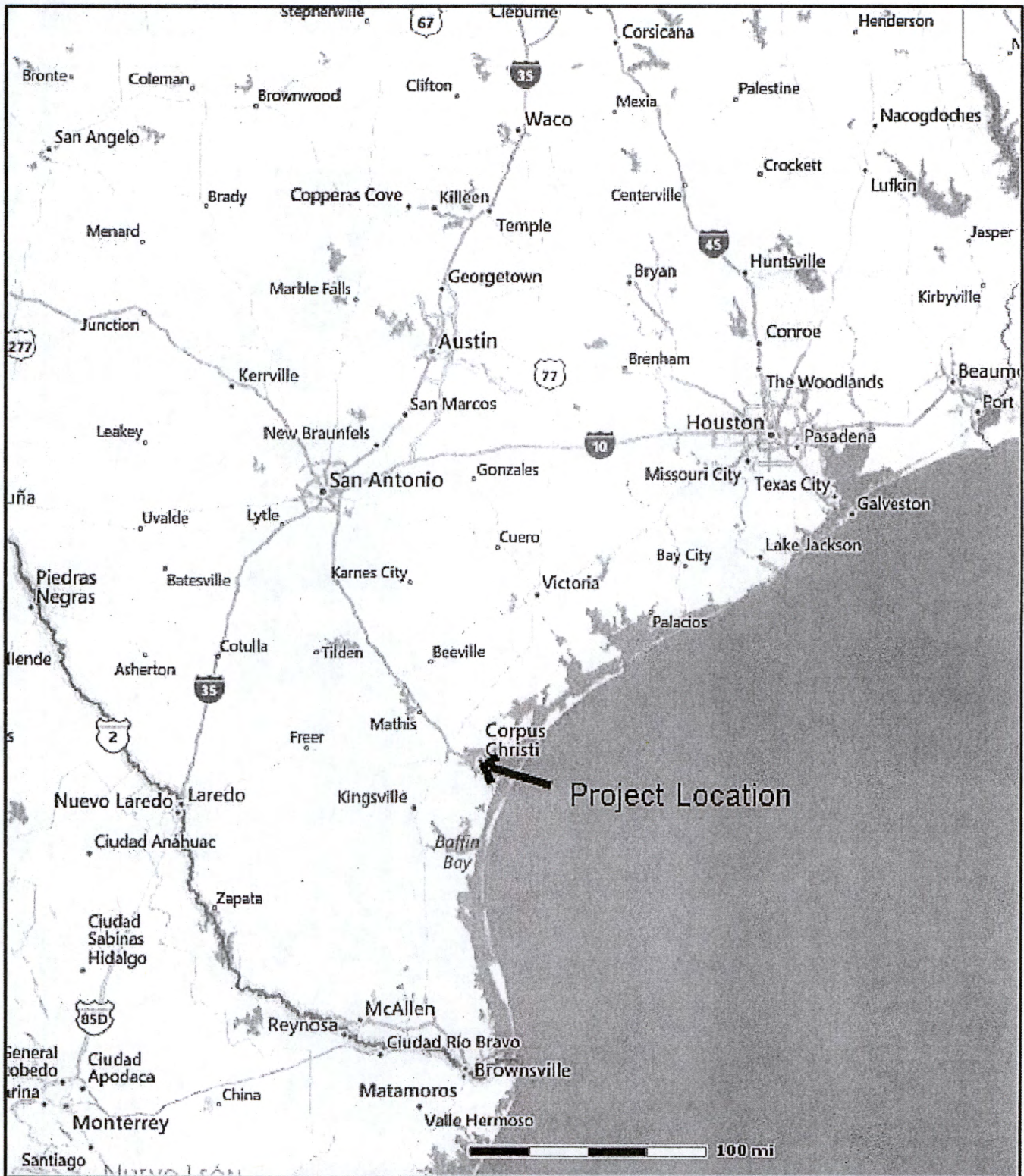
**BUDGET**  
**MCGEE BEACH NOURISHMENT, CEPRA PROJECT #1605**  
**PROJECT COSTS**

| <b>CONTRACTUAL</b>  | <b>AMOUNT</b>       |
|---|---------------------|
| Task 1.Data Collection, Permitting, Engineering, Construction Oversight | \$269,000.00        |
|   |                     |
| Subtotal  | \$269,000.00        |
|   |                     |
| <b>TOTAL PROJECT COST NOT TO EXCEED</b>                                 | <b>\$269,000.00</b> |

**COST SHARING SUMMARY**

|   |                     |
|---|---------------------|
| <b>QUALIFIED PROJECT PARTNER (QPP):</b>   |                     |
| City of Corpus Christi - CASH             | \$264,000.00        |
| <b>QPP's TOTAL CASH CONTRIBUTION</b>      | <b>\$264,000.00</b> |
| <b>CEPRA:</b>                             |                     |
| CEPRA - IN-KIND                           | \$5,000.00          |
| <b>CEPRA's TOTAL IN-KIND CONTRIBUTION</b> | <b>\$5,000.00</b>   |
|   |                     |
| <b>TOTAL PROJECT CASH CONTRIBUTIONS</b>   | <b>\$264,000.00</b> |
|   |                     |
| <b>TOTAL PROJECT CONTRIBUTIONS</b>        | <b>\$269,000.00</b> |

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



CEPRA 1605

# McGee 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: Mar 27, 2014



CEPRA 1605

# McGee 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: Mar 27, 2014



Attachment B  
Contract No. 14-331-000-8557

**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, the vendor or applicant 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. Provider certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. 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.
6. Provider certifies that they are 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: \_\_\_\_\_

7. 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.

8. 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.
9. 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.
10. The 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. The 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. The Provider shall include the above provisions in all subcontracts pertaining to the work.
11. Provider understands that the GLO does not tolerate any type of fraud. The agency'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 [tracey.hall@glo.state.tx.us](mailto:tracey.hall@glo.state.tx.us)

**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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